

## Ready Pay Card Cardholder Agreement

### CUSTOMER SERVICE CONTACT INFORMATION:

**Address:** P.O. Box 40534, Reno, NV 89504  
**Website:** www.readylife.com  
**Phone Number:** 1-855-923-3708

### IMPORTANT NOTICES:

- (1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- (2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE IN YOUR READY PAY ACCOUNT. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE YOUR READY PAY ACCOUNT BALANCE.
- (3) BY ACCEPTING, SIGNING, OR USING THIS CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.
- (4) BY USING THIS CARD, YOU ARE ALSO AGREEING TO PRIMIS BANK'S PRIVACY POLICY (ATTACHED). YOUR READY PAY ACCOUNT MAY BE SUBJECT TO DIFFERENT PRIVACY PRACTICES, SO IT IS IMPORTANT YOU REVIEW THE READY PAY ACCOUNT POLICY AS WELL, IF APPLICABLE.

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which the Ready Pay Card ("Card") has been issued to you by Primis Bank. "You" and "your" means the person or persons who have received and are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean collectively, Primis Bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, Figure Payments Corporation ("Figure"), which performs certain services related to your Card on Primis Bank's behalf and is the issuer of the Ready Pay Account which is accessed using your Card. "Ready Pay App" means the mobile application made available to you by Ready Finance, Inc. ("Ready Life") through which you may obtain information regarding, and otherwise manage, your Ready Pay Account. Message and data charges may apply from your wireless service provider when using the Ready Pay App. The Card is nontransferable, and it may be canceled at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference. This Agreement supplements but does not replace the Ready Pay Account Agreement entered into by you in connection with your Ready Pay Account. In the event of any inconsistency between this Agreement and the Ready Pay Account Agreement, this Agreement will control with respect to your use of the Card.

### 1. ABOUT YOUR CARD

Your Card allows you to access the available funds in your Ready Pay Account. We encourage you to sign your Card when you receive it. This Card is intended for personal, family, or household use and not intended for business purposes. The Card is not a credit card. We may cancel your Card or refuse to process any transaction that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You are responsible for notifying us immediately upon any change to your address, phone number, or email address. If your address changes to a non-US address, we may cancel your Card in accordance with this Agreement. Separate terms and conditions apply to the Ready Pay Account.

**Virtual Card:** You may obtain a virtual Card through the Ready Pay App. A virtual Card is an online representation of the Card that you may use to purchase or lease goods or services or make payments by telephone or online, without presenting your physical Card. The virtual card provides another way for you to make purchases with the Ready Pay Account and the terms of this Agreement continue to apply to any transactions made using a virtual Card. You must first activate your Card with us before you can request a virtual Card.

### 2. VERIFYING YOUR CARD

**Important information for opening a Card account:** To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens an account.

**What this means for you:** When you open a Ready Pay Account and/or request a Card, we will ask for your name, street address, date of birth, 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 documents at any time.

**Eligibility and Activation:** To be eligible to use and activate the Card, you represent and warrant to us that: (i) you are at least 18 years of age; (ii) you are a citizen or permanent resident of the United States; (iii) the personal information that you have provided to us is true, correct and complete; and (iv) you have read this Agreement and agree to be bound by and comply with its terms.

### 3. UNAUTHORIZED TRANSACTIONS / LOST OR STOLEN CARDS

#### a. Contact in Event of Unauthorized Transfer or Lost or Stolen Card

If you believe your Card has been lost or stolen, call or write Customer Service IMMEDIATELY at the contact information found at the beginning of this Agreement.

#### b. Your Liability for Unauthorized Transactions

Please refer to the Electronic Fund Transfer Disclosures in Section F(2) of your Ready Pay Account Agreement for information concerning what you should do in case of errors or questions about transactions with your Ready Pay Account, including your Card transactions, or if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt.

#### Your Card may have some additional protections against unauthorized use:

Visa Zero Liability policy covers U.S.-issued Visa-branded Cards only and does not apply to ATM transactions, PIN transactions not processed by Visa, certain commercial card transactions, or unregistered cards. You must notify us promptly of any unauthorized use. For additional details visit [www.visa.com/security](http://www.visa.com/security).

**c. Business Days**

For purposes of this Agreement, our business days are Monday through Friday, excluding Federal holidays. Customer Service hours may differ.

**4. USING YOUR CARD**

**a. Accessing and Loading Funds**

Each time you use your Card, you authorize us to reduce the value available in your Ready Pay Account by the amount of the transaction and applicable fees. If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself. You may use your Card to purchase or lease goods or services wherever your Card is honored or withdraw cash from ATMs as long as you do not exceed the value available in your Ready Pay Account.

**You CANNOT use your Card to:** (i) perform any illegal transactions or (ii) make business-related transactions. In addition, YOU ARE NOT PERMITTED TO EXCEED THE AVAILABLE AMOUNT IN YOUR READY PAY ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS. Nevertheless, if a transaction exceeds the balance of the funds available in your Ready Pay Account, you will remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance.

**Split Transactions:** If you do not have enough funds available in your Ready Pay Account, you may be able to instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow cardholders to split transactions or will only allow you to do a split transaction if you pay the remaining amount in cash.

**b. Limits**

Withdrawal and Spend Limits*	
Spend Limitations	Limit
Maximum amount of withdrawal and/or spend of any single Transactions	\$5,000.00.

\* Third parties may impose additional limitations.

**c. Foreign Transactions**

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("Foreign Transaction"), the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of your Card. The rate they choose is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of any fee that we charge as compensation for our services. You will be charged a fee for Foreign Transactions in U.S. dollars as disclosed in the Long Form. If the Foreign Transaction results in a credit due to a return, we will not refund any fee that may have been charged on your original purchase.

**5. CONFIDENTIALITY**

We may disclose information to third parties about your Card account or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card account for a third party, such as merchant;
- (3) In order to comply with government agency or court orders, or other legal reporting requirements;
- (4) If you give us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (6) As otherwise necessary to fulfill our obligations under this Agreement.

**6. DOCUMENTATION**

**a. Receipts**

You may be able to get a receipt at the time you make any transfer to or from your account using an ATM or point-of-sale terminals. You may need a receipt in order to verify a transaction with us or the merchant.

**b. Account History and Balance**

You may obtain information about your Ready Pay Account balance or transaction history in the Ready Pay App or the Ready Life Card Website. Please refer to your Ready Pay Account Agreement for information on obtaining your Ready Pay Account balance or transaction history.

**7. TRANSACTIONS**

**a. Our liability for failure to complete transactions**

If we do not complete a transaction to or from your Ready Pay Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough funds available in your Ready Pay Account to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card or PIN lost or stolen;
- (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) For any other exception stated in our Agreement with you.

**b. ATM Fees**

When you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

**c. Authorization Holds**

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on available funds in your Ready Pay Account until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

**8. ERROR RESOLUTION PROCEDURES**

Please refer to the Electronic Fund Transfer Disclosures in Section F(2) of your Ready Pay Account Agreement for information concerning what you should do in case of errors or questions about your electronic transfers involving your Ready Pay Account, including your Card transactions, or if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt.

**9. ADDITIONAL TERMS OF THE AGREEMENT**

**a. Personal Identification Number ("PIN")**

You will receive instructions to set a Personalized Identification Number ("PIN") when you activate your Card. You should not write or keep your PIN with your Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should contact Customer Service immediately.

**b. Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. Any chargebacks or other amounts credited to the Card will be immediately reflected in your Ready Pay Account balance.

**c. Card Replacement and Expiration**

If you need to replace your Card for any reason, please contact Customer Service. Please refer to your Ready Pay Account Agreement and accompanying disclosures for any applicable fees. Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of your Card. You will not be charged a fee for replacement cards that we send due to expiration of the Card.

**d. Authorized Users**

If you allow another person to use the Card, you will be responsible under this Agreement for all transactions made by that person, regardless of whether you intended to be responsible for all of them, as well as all associated fees and charges, even if any of those transactions, fees or charges caused your balance to go negative.

**e. Communications**

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

**10. LEGAL NOTICES**

**a. English Language Controls**

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

**b. Account Closure**

You may close your Card at any time by contacting Customer Service. Your request for Card closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. We reserve the right to cancel your Card should you complete or attempt to complete any of the prohibited actions in this Agreement.

**c. Assignability**

You may not assign or transfer your Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement. If we assign our rights, you will get a notification from us.

**d. Other Terms**

You will be notified of any change to this Agreement in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is 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 will not be affected. This Agreement will be governed by the law of the state of Virginia except to the extent governed by federal law.

**11. JURY TRIAL WAIVER**

**YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION CLAUSE SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL WAIVER.**

**12. ARBITRATION CLAUSE**

We have put this Arbitration Clause in question and answer form to make it easier to follow. However, this Arbitration Clause is part of this Agreement and is legally binding. For purposes of this section, our **"Notice Address"** is: Primis Bank., Attn: Ready Pay Customer Service, P.O. Box 40534, Reno, NV 89504.

<b>Background and Scope.</b>		
<b>Question</b>	<b>Short Answer</b>	<b>Further Detail</b>
What is arbitration?	An alternative to court	In arbitration, a third-party arbitrator ("Arbitrator") solves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you purchase the Card. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card number. State that you "opt out" of the Arbitration Clause.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.
Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement. It includes claims related to the validity in general of this Agreement. <b>However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.</b>
Who handles the arbitration?	Usually AAA or JAMS	Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Clause do not apply. The arbitration administrator will be either: <ul style="list-style-type: none"> <li>• The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, <a href="http://www.adr.org">www.adr.org</a>.</li> <li>• JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, <a href="http://www.jamsadr.com">www.jamsadr.com</a></li> <li>• Any other company picked by agreement of the parties.</li> </ul> If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	For Disputes subject to this Arbitration Clause, you give up your right to: <ol style="list-style-type: none"> <li>1. Have juries decide Disputes.</li> <li>2. Have courts, other than small-claims courts, decide Disputes.</li> <li>3. Serve as a private attorney general or in a representative capacity.</li> <li>4. Join a Dispute you have with a dispute by other consumers.</li> <li>5. Bring or be a class member in a class action or class arbitration.</li> </ol>
		We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
Can you or another consumer start a class arbitration?	No	<b>The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis.</b> All Disputes subject to this Arbitration Clause must be decided in an <b>individual</b> arbitration or an <b>individual</b> small-claims action. This Arbitration Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.

Will anything I do make this Arbitration Clause ineffective?	No	This Arbitration Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.
<b>Process.</b>		
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award.
<b>Arbitration Fees and Awards.</b>		
Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

The Ready Pay Visa® Prepaid Debit Card is issued by Primis Bank (Member FDIC), pursuant to a license from Visa U.S.A. Inc., with program management services provided by Figure Payments Corporation.

© 2022 Primis Bank.