

## **FinFit Spending Account VISA Debit Cardholder Agreement**

Please read this FinFit Spending Account Cardholder Agreement (the “Agreement”) carefully and retain it for your future reference. This Agreement applies to all transactions resulting from the use of your Debit Card (the “Card”) through an automated teller machine (ATM), a Point-of-Sale (POS) terminal or any other use of the Card(s), whether electronic or not, which has been made available to you by FinFit Ops, LLC (“Program Partner”), the program partner responsible for managing the Card program, in partnership with Choice Financial Group (the “Bank”), member of the Federal Deposit Insurance Corporation (“FDIC”).

Please read this Agreement carefully and keep it for your records. The agreement you make with us, and the rights and obligations we both have, are governed by and interpreted according to the state of North Dakota and federal law. This Agreement, together with other agreements or disclosures you may receive from us, such as the FinFit Consumer Spending Account Deposit Agreement (“Account Agreement”), establishes our and your rights and obligations.

When you see the words “we,” “us,” or “our” in this Agreement, it refers to the Bank, the Program Partner acting as agent for the Bank, and any of the Bank’s affiliates, successors, assignees, agents or service providers. When you see the words “you” or “your,” it refers to you, the owner of the Account, as well as your personal representatives, executors, administrators, and successors.

You authorize us to pay from your deposit account (“Account”) the total amount of any transaction originated by proper use of the Card. You also agree that the use of the Card described in this Agreement shall be subject to the rules, regulations and fees governing each deposit account which is accessed by such Card, including but not limited to the Bank’s right of set-off.

### **1 Activating the Card and Setting a PIN**

#### **1.1 Card Agreement Acceptance and Card Activation**

This Card requires activation before you may use it. You may activate the Card by calling 1-833-333-0417. Your activation and use of the Card means that you agree to the terms and conditions described in this Agreement.

If you do not want to activate the Card, you should cut the Card in half and dispose of it.

#### **1.2 Personal Identification Number (PIN)**

You will be required to select a 4-digit personal identification number (PIN) prior to using the Card for the first time. The 4-digit numerical PIN issued to you is for security purposes. The PIN represents your signature authorizing transactions made using your Card(s), identifies the bearer of the Card, and serves to validate and authenticate the directions given to complete the Card transactions.

**YOU ARE RESPONSIBLE FOR SAFEKEEPING YOUR PIN. YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS SO NO ONE ELSE LEARNS YOUR PIN AND YOU AGREE NOT TO DISCLOSE OR OTHERWISE MAKE YOUR PIN AVAILABLE TO ANYONE NOT AUTHORIZED TO SIGN ON YOUR DEPOSIT AND/OR LOAN ACCOUNT(S).**

Your PIN should NOT be written on the Card or anywhere it is available to others for use by lawful and/or unlawful means.

### 1.3 Permissible Uses of Your Card

You agree that you will use the Card only for personal, household or family purposes and it will not be used for any business purposes.

## 2 Use of the Card

### 2.1 No Secondary Cardholders

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.

### 2.2 ATM Cash Deposits

With your PIN, you can use your Card to deposit cash into your Account at an in-network ATM. You can identify an in-network ATM by looking for the Allpoint logo on or near the ATM. You cannot make cash deposits at out-of-network ATMs.

### 2.3 ATM and Point-of-Sale PIN Withdrawals

With your PIN, you can use your Card to obtain cash from your Account up to your Available Balance at any ATM or any Point-of-Sale ("POS") device in the United States that displays the Visa, VisaATM, Plus, Interlink, or Accel acceptance marks. Not all merchants will permit you to get cash back through their POS devices.

If you use an ATM, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee assessed by the individual ATM operator only and is not assessed or controlled by us. This ATM fee amount will be charged to your Account in addition to any applicable fees disclosed in this Agreement or your Account Agreement.

### 2.4 Retail Card Purchases

You may use your Card to make purchases using your PIN at any merchant with a POS device anywhere that displays the Visa, VisaATM, Plus, Interlink, or Accel acceptance marks. You may also use your Card to make purchases without your PIN anywhere that Visa debit cards are accepted.

### 2.5 Split Transactions

You can instruct a merchant to charge your Card for part of a purchase and pay any remaining amount with cash or another card. This is called a "split transaction." Some merchants do not permit split transactions. If you wish to conduct a split transaction, you must tell the merchant the exact amount you would like charged to your Card. If you fail to inform the merchant you would like to complete a

split transaction and you do not have sufficient available funds in your Account to cover the entire purchase amount, your Card is likely to be declined.

## 2.6 Card-Not-Present Transactions

You may make retail card purchases without presenting your Card by providing information from your Card, such as transactions done by internet or telephone. Conducting transactions in this way has the same legal effect as if you used the plastic Card itself. For security reasons, the amount or number of such transactions you may make may be limited.

## 2.7 Virtual Card Use

When you open an Account, you may also receive a virtual card (“Virtual Card”) represented by a 16-digit card number, a 3-digit card verification value (“CVV”) number, and an expiration date. The Virtual Card is separate from your physical Card and can be managed through the Online Banking Services (see Section 1.3 of the Account Agreement). We will issue you a replacement Virtual Card when it expires. The Virtual Card accesses the available funds in your Account to make card-not-present transactions (see Section 2.6) anywhere Visa debit cards are accepted in the same way as your physical Card. The Virtual Card can also be added to a digital wallet (see Section 2.8) in the same way as your physical Card. Your use of the Virtual Card is subject to the terms of this Agreement, including transaction limitations, to the same extent as your physical Card.

## 2.8 Use of the Card with Digital Wallets

A digital wallet (“Wallet”) provides another way for you to make purchases with your Card. A digital wallet is a service provided by another company (such as Apple Pay, Android Pay, Samsung Pay, etc.), that allows you to use your Card to enter into transactions where the Wallet is accepted. A Wallet may not be accepted at all places where your Card is otherwise accepted, and your Card may not be eligible for all the features and functionalities of the Wallet. Any use of your Card in or through the Wallet continues to be subject to all terms and conditions of this Agreement. We may terminate your access to or use of your Card with a Wallet at any time and for any reason, including if you violate any of the terms or conditions of this Agreement.

You can add or remove your Card from a Wallet by following the instructions provided by the Wallet provider. By doing this, you agree to allow us to share your Card information with the Wallet provider. You may be required to take additional steps to authenticate yourself before your Card is added to the Wallet. We do not charge you any additional fees for adding your Card to a Wallet or for using your Card in the Wallet. However, any fees and charges that would apply when you use your Card outside the Wallet will also apply when you use a Wallet to make purchases with your Card or otherwise access your Card. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. The digital version of your Card in a Wallet may, in our sole discretion, be automatically updated or upgraded without notice to you.

We are not the provider of the Wallet, and we are not responsible for providing the Wallet service to you or for ensuring that your Card is compatible with any Wallet service. We are only responsible for supplying information to the Wallet provider to allow usage of your Card in the Wallet as you have requested. We are not responsible for any failure of the Wallet, any mobile device you use with the Wallet, or the inability to use the Wallet for any transaction. We are not responsible for how the Wallet

provider performs its services or any other third parties regarding any agreement you enter into with the Wallet provider or other third party. We do not control the privacy and security of any of your information that may be held by the Wallet provider. Any information held by the Wallet provider is governed by the privacy policy given to you by the Wallet provider. If you have location services enabled on your mobile device, the location of your mobile device may be collected and shared by the Wallet provider in accordance with their respective data and privacy policies, including with us. If you request to add your Card to a Wallet, you authorize us to collect, transmit, store, use and share information about you, your mobile device, and your use of the Card in accordance with our privacy policy, as amended from time to time, available at [https://bankwithchoice.com/wp-content/uploads/2021/05/2021.05\\_PrivacyPolicy\\_ChoiceFinancialGroup\\_8.5x11in\\_FINAL\\_kt.pdf](https://bankwithchoice.com/wp-content/uploads/2021/05/2021.05_PrivacyPolicy_ChoiceFinancialGroup_8.5x11in_FINAL_kt.pdf).

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY ARE WE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF A WALLET, YOUR USE OF THE CARD OR VIRTUAL CARD IN CONNECTION WITH A WALLET, OR A MOBILE DEVICE.

If you use a Wallet, you should protect your Wallet and your mobile device as you would your Card. If your Wallet or mobile device is compromised, lost or stolen, you should also consider your Card lost or stolen and notify us immediately. Please see Section 7 for instructions for reporting a lost or stolen Card.

If you have any questions, disputes, or complaints about a Wallet, contact the Wallet provider using the information given to you by the provider.

## 2.9 Foreign Transactions

Charges from foreign merchants and financial institutions may be made in a foreign currency. We will bill you in U.S. dollars based on the exchange rate on the day we settle the transaction, plus any special currency exchanges charges that may be imposed by us, the Visa network and/or by any third-party used to complete the transaction.

The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Account.

Regardless of whether the transaction is made in foreign currency or in US dollars, additional fees may apply to all international transactions using the Card. Please refer to our current fee schedule for more information about our fees.

## 2.10 Card Authorization Holds

When you use your Card to purchase goods or services or to obtain cash from a merchant, the merchant may request preauthorization (“Card Authorization”) for the transaction. If the merchant makes such a request and there are sufficient available funds in your Account, we will approve the transaction and place a temporary hold on the funds in your Account. This hold will reduce the Available Balance in your Account. The amount of this temporary hold will usually be the amount of the Card Authorization. The hold will remain on your Account until the merchant sends the final amount of the transaction to us and

requests payment (“Settlement”). In most cases, if the merchant does not request Settlement or is delayed in requesting settlement, the hold will automatically be removed after three (3) days. However, for transactions with certain merchants, such as hotels, the hold may remain on your account up to seven (7) days.

Please note that the merchant controls the timing of both the Card Authorization and Settlement. This means that a merchant may initiate Settlement after the Card Authorization hold has already been removed. If the hold is removed and you spend the funds in your Account before Settlement, it may cause your Account to overdraw. In addition, the Card Authorization amount that the merchant requests may be different than the Settlement amount. It is therefore very important that you keep track of your transactions and your Account. We cannot stop a Card transaction once we have approved a Card Authorization and you will be responsible for repaying any negative balance that may occur in your Account.

### **3 Card Limitations**

There may be limits on the amount and frequency of withdrawals and deposits you can make using your Card. Please refer to the Account Agreement for any limits that may apply to your Account.

### **4 Returns and Refunds**

Please be aware of the merchant’s return policies before using your Card to make a purchase. Neither the Bank nor the Program Partner is responsible for the delivery, quality, safety, legality or any other aspect of the goods or services you purchase using your Card. If you have a problem with a purchase that you made with your Card or if you have a dispute with the merchant, you must handle it directly with the merchant. If you are entitled to a refund for any reason for goods or services obtained using your Card, you agree to accept credits to your Card for the refund and agree to the refund policy of the merchant. The amounts credited to your Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

### **5 Additional Benefits from Visa and Fraud Alerts Program**

Your Card may also be eligible for certain benefits provided by Visa. Please see the Visa Debit Card Benefits Guide (<https://usa.visa.com/support/consumer/debit-cards.html>) for a full description of all additional benefits to which you may be eligible, specifically Visa Zero Liability Benefits (<https://usa.visa.com/pay-with-visa/visa-chip-technology-consumers/zero-liability-policy.html>). You are also eligible for Visa’s Fraud Alerts Program.

#### **5.1 Fraud Alerts Program Overview**

Messaging frequency depends on account activity. For more information, text HELP to 23618. To cancel fraud text messaging services at any time reply STOP to any alert from your mobile device.

For Fraud alerts support, call 1-833-333-0417. By giving us your mobile number, you agree that Fraud Alerts text messaging is authorized to notify you of suspected incidents of financial or identity fraud. HELP instructions: Text HELP to 23618 for help.

### 5.1.1 Stop Instructions

Text STOP to 23618 to cancel.

### 5.1.2 Release of Liability

Alerts sent via SMS may not be delivered to you if your phone is not in the range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within coverage, factors beyond the control of wireless carriers may interfere with messages delivery for which the carrier is not responsible. Carriers do not guarantee that alerts will be delivered.

## 6 Fees

There may be fees associated with your use of the Card. Please refer to the Account Agreement for any fees that may apply to your use of the Card.

## 7 Errors and Lost or Stolen Cards

### 7.1 Error Resolution

In case of errors or questions about your Card transactions telephone us at 1-833-333-0417 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## 7.2 Reporting Lost or Stolen Cards or Replacing Your Card

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that a transaction has been made without your permission. Reporting the unauthorized use is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

If you need to report your Card as lost or stolen, report an unauthorized transaction, or replace your Card for any reason, please contact us at 1-833-333-0417 seven days a week, 24 hours a day. You will be required to provide personal information so that we may verify your identity before we will issue you a replacement Card.

## 8 Electronic Fund Transfers

Your Card allows you to withdraw funds from your Account up to the Available Balance through Electronic Fund Transfers (“EFTs”). EFTs are transactions that are processed by electronic means and include, among others, ATM withdrawals and point-of-sale purchases at merchants. This Section provides you with information and important disclosures and terms about the EFTs that are permitted using your Card. You may also receive additional EFT services related to your Account that are not described in this Agreement. Please refer to your Account Agreement for more information.

### 8.1 Types of EFTs Supported by Your Card

Your Card allows the following types of EFTs:

- Transfers to or from your Account to a merchant or other third party by providing the third party with your Card or Card information.
- ATM deposits and withdrawals using your Card.

### 8.2 Limitations on EFTs

There are limitations on the frequency and amount of transactions you can make to or from your Account using your Card. These limits are different for each type of transaction. For limits that apply to Card transactions, please refer to Section 3 of this Agreement. For other limitations that may apply to your Account, please refer to your Account Agreement. Your Card may also be subject to security-related limits. These limits may change from time to time.

### 8.3 Your Liability for Unauthorized EFTs

Contact us immediately if you believe that an unauthorized EFT has occurred or may occur concerning your Account, or if your Card or PIN has been lost, stolen or compromised. Calling us at 1-833-333-0417 is the best way of keeping your losses to a minimum.

You could lose all the money in your Account if you take no action to notify us of the unauthorized EFT or the loss or theft of your Card or PIN.

For unauthorized EFTs, your liability will be as follows if you notify us of the loss:

- If you tell us within two (2) business days after learning of the loss, theft or compromise of your Card or PIN, you can lose no more than \$50.
- If you do NOT tell us within two (2) business days and we can prove that we could have prevented the loss had you contacted us, you could lose as much as \$500.00.
- If your statement shows EFTs that you did not make and you do NOT contact us within sixty (60) days after the statement was made available to you, you may not get back any money lost after the sixty (60) days if we can prove that your contacting us would have prevent those losses.

We can extend these time periods if extenuating circumstances (such as a long trip or hospital stay) kept you from notifying us.

## 8.4 Our Liability for a Failure To Complete A Transaction

If we fail to complete a transaction on time or in the correct amount when properly instructed by you in accordance with this Agreement, we will be liable for damages proximately caused by the failure or error. However, there are some exceptions. We are not liable, for instance:

- If the Available Balance in your Account is not sufficient to complete the transaction through no fault of ours.
- If the ATM you use does not have enough cash.
- If the failure is due to an equipment or system breakdown, such as a problem with the Online Banking Services provided by the Program Partner, that you knew about before you began a transaction.
- The failure was caused by an Act of God, fire or other catastrophe, or any other cause beyond our control despite reasonable precautions we have taken.
- If your funds are not available due to a hold or if your funds are subject to legal process.
- If we do not complete a transaction because we or Unit has reason to believe the transaction is unauthorized or illegal.
- If your Account is closed or inactive.



- There may be additional exceptions stated in our or the Program Partner's agreements with you or permitted by law.

## 8.5 Our Business Days

Our business days are Monday through Friday, excluding federal holidays.

## 8.6 Your Right to Information and Documentation of Your Card Transactions

You will receive information and documentation concerning any Card transactions that debit or credit your Account in the following ways:

- **Statements:** We will provide you information about each Card transaction that debits or credits your Account on your statements. Please refer to your Account Agreement for information about statements and other ways you may be able to access your transaction history and other Account information.
- **Receipts:** You will have the option to receive a receipt when making a withdrawal from an ATM or when you make a POS purchase at a merchant.

## 8.7 Recurring Card Payments (Preauthorized Transfers)

If you authorize a merchant or other third party to automatically initiate a payment using your Card on a recurring basis, you must do so in writing. If you are issued a new Card with a different expiration date or a different number, we may (but are not obligated to) provide your new Card number and expiration date to a merchant or other third party with whom you have set up a recurring pre-authorized card payment in order to facilitate the continuation of your authorized recurring transactions.

If you do not wish Visa to provide your new Card number and/or expiration date to merchants or other third parties, please let us know by emailing us at [ffcustomerservice@finfit.com](mailto:ffcustomerservice@finfit.com).

### 8.7.1 Notice of Varying Amounts

If you have authorized a merchant to originate regular pre-authorized debits to your Account using your Card and if these payments vary in amount, the merchant you are going to pay is required to notify you, 10 days before each payment, when it will be made and how much it will be. You may be given the option to choose to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

### 8.7.2 Your Right to Stop Payment

To stop payment on a pre-authorized transaction, email us at [ffcustomerservice@finfit.com](mailto:ffcustomerservice@finfit.com).

We must receive your stop-payment request at least three business days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and provide it

to us within 14 days after you call. If we require written confirmation and do not receive it, we may remove the stop-payment order after 14 days.

Make sure to provide us with (1) your name, (2) your Account number, (3) the company or person taking the payments, and (4) the date and amount of the scheduled payment you wish to stop. If you want all future payments from that company or person stopped, be sure to tell us that as well. If you do not provide us with the correct information, such as the correct payee or the correct amount of the payment you wish to stop, we may not be able to stop the payment.

You may be charged a fee for each stop payment you request under your Account Agreement. Please refer to your Account Agreement for fees applicable to your Account.

### 8.7.3 Our Liability if We Fail To Stop a Preauthorized Transfer

If you order us to stop one of these payments three (3) business days or more before the payment is scheduled and provide us with all information requested, and we do not do so, we will be liable for your losses or damages proximately caused by the failure. However, we will not be liable if the company or person initiating the payments changes the dollar amount of the payment or makes other changes that cause us not to recognize it as the payment you requested be stopped.

## 8.8 In Case of Errors or Questions About Your EFTs

If you think your statement or receipt is wrong or if you need more information about a transfer listed on a statement or receipt, as soon as you can contact 1-833-333-0417 for card related transactions. For all other transactions contact us at 1-888-928-7248 or [ffcustomerservice@finfit.com](mailto:ffcustomerservice@finfit.com). We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You must provide us with the following information:

- Tell us your name and Account number.
- Describe the error or the EFT you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing by email within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will tell you the results and correct any error promptly. If we need more time, we may take up to forty-five (45) days—or ninety (90) days for Accounts open less than thirty (30) days or foreign-initiated transactions — to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For Accounts open less than thirty (30) days, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation by email. You may ask for copies of the documents that we used in our investigation.

## **9 Change of Terms**

We can change the term of this Agreement at any time. We will provide advance notice to you of a change in terms where required by law.

## **10 Account Information Disclosed to Third Parties**

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing the transaction.
- To verify the existence and condition of your account with us (such as to confirm that sufficient funds are available to cover specific transactions) upon the request from a third party (such as a credit bureau or merchant).
- To comply with government agency or court orders.
- If you give us your written permission.

You can more fully understand how we use your information by referring to the Bank's Privacy Policy [https://bankwithchoice.com/wp-content/uploads/2021/05/2021.05\\_PrivacyPolicy\\_ChoiceFinancialGroup\\_8.5x11in\\_FINAL\\_kt.pdf](https://bankwithchoice.com/wp-content/uploads/2021/05/2021.05_PrivacyPolicy_ChoiceFinancialGroup_8.5x11in_FINAL_kt.pdf) and the Third Party Program Service Provider's Policy at <https://www.unit.co/clients-privacy-policy>.

## **11 Cancellation**

We may refuse to issue, deactivate, revoke, suspend or cancel your Card at any time with or without notice to you, other than as required by law. This includes deactivating or canceling your Card if it has been lost or stolen to prevent unauthorized transactions. You agree not to use your Card once it has been deactivated, revoked, suspended or canceled. We may also limit your use of the Card, including limiting or prohibiting specific types of transactions. If you would like to cancel your Card, you may do so at any time by contacting us through the Online Banking Services or by emailing at [ffcustomerservice@finfit.com](mailto:ffcustomerservice@finfit.com).

The cancellation of your Card privileges will not otherwise affect your rights and obligations related to your Account.