

**Pay Tgthr Debit Mastercard® Cardholder Agreement**  
**IMPORTANT – PLEASE READ CAREFULLY**

**1. Terms and Conditions for the Pay Tgthr Debit Mastercard®.** This document is an agreement (“Agreement”) containing the terms and conditions that apply to the **Pay Tgthr Debit Mastercard®** has been issued to you by Metropolitan Commercial Bank pursuant to a license from Mastercard International. “Metropolitan Commercial Bank” and “Metropolitan” are registered trademarks of Metropolitan Commercial Bank © 2014. The “Program Manager” for the **Pay Tgthr Debit Mastercard®** is **Apto Payments, Inc** and the Customer Service telephone number is **(855) 509-4490** or the toll-free telephone number on the back of your Card. By accepting and/or using this Card, you agree to be bound by the terms and conditions contained in this Agreement. Please read this Agreement carefully and keep it for future reference. In this Agreement, “Card” means the **Pay Tgthr Debit Mastercard®** issued to you by the Bank, including any Secondary Card(s) you may request. “You” and “your” means the person or persons who have received the Card and who are authorized to use the Card as provided for in this Agreement. “We,” “us,” “our,” and “Bank” mean Metropolitan Commercial Bank, together with its successors and assigns. “Program Manager” means **Apto Payments, Inc.** together with its successors and assigns. “

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who obtains a Card. What this means for you: When you apply for a Card, we will ask for your name, address, date of birth, social security number or country identification number, and other information that will allow us to identify you. We also may ask to see your driver's license or other documentation bearing your photo as verification of your identity. By participating in the Card program, you agree that the information and statements you provide to us are accurate, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), social security number or other identification documentation, date of birth, and telephone number. If you fail to provide accurate information that we request, we may cancel your Card. In addition, funds tied to suspected illicit or illegal activity may be subject to both internal and potentially federal investigation. We reserve the right to restrict or delay your access to any such funds.

**2. Funding Source.** As used in this Agreement, “Funding Source” means the funds available for spending in your “Partner account” (as defined in the Pay Tgthr terms of service) in which you hold or store value and from which you access value for use via the Card. You acknowledge and agree that the value available to spend via the Card is limited to the funds that you have loaded into your Funding Source or have been loaded into the Funding Source on your behalf. By loading funds through a participating Partner, you agree to abide by the terms and conditions of the Partner. The Partner for this program is the financial institution you associated with Pay Tgthr. Funds in your “Partner account” are not held by and are not deposits of Metropolitan Commercial Bank. The Bank is not associated with any Partner account and does not guaranty or insure the funds in your Funding Source. You need to establish and maintain your Funding Source in order to establish and use your Card.

**3. Your Card.** The Card is a debit card. The Card allows you to access funds available in your Funding Source. You may access the funds in your Funding Source by using your Card or Card number. The Card is **not** a credit card or a prepaid card. The Card is **not** a gift card, nor is it intended for gifting purposes. The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

**4. FEES. THE FEES RELATING TO THE USE (AND MISUSE) OF YOUR CARD ARE SET FORTH IN THE “SCHEDULE OF FEES AND CHARGES (SCHEDULE A)” ATTACHED TO THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. FEES INCURRED PURSUANT TO THE TERMS OF THIS AGREEMENT WILL BE WITHDRAWN FROM YOUR FUNDING SOURCE AND WILL BE ASSESSED UNTIL YOUR CARD IS CANCELLED.** You agree to pay all fees associated with the Card. We may from time to time amend the Fee Schedule, at our sole discretion as set forth in the Section of this Agreement titled “Amendment and Cancellation.”

**5. Card Use and Purpose.** Subject to the limitations set forth in this Agreement, you may use your Card or Card number, to purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Funding Source. There may be fees associated with some of these transactions. For fee information, see the

“Schedule of Fees and Charges” attached to this Agreement. You agree not to use your Card for illegal gambling or any other illegal purpose.

**6. Limitations on Frequency and Dollar Amounts of Transactions.** The total amount of purchases that you can perform in any single day is limited to **\$1,000** - see amounts set forth in the enclosed Schedule of Fees and Charges (Schedule A) and as described in the table below. For security reasons, we may further limit the number or dollar amount of transactions you can make with your Card. The following grid is provided in order to highlight the frequency and limitations of cardholder transactions in a single day:

Transaction	Maximum amount per day
Purchases (POS)	<b>1,000.00</b> per day (the “Daily Purchase Limit”)

**7. Personal Identification Number (“PIN”).** We will give you a PIN that you may use with your Card. Only one PIN will be issued for each Card. You will need a PIN to make a PIN purchase. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should immediately call the number on the back of your Card, **(855) 509-4490**, or send notice through <https://paytgthr.com>, or write to the Program Manager at **Apto Payments, Inc. – Pay Tgthr Debit Mastercard, 150 Sutter St., PO Box 372, San Francisco, CA 94104**.

**8. Split Transactions.** You can instruct the merchant to charge a part of a purchase to your Card and pay the remaining amount with cash or another card. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

**9. Transactions Using Your Card Number.** If you initiate a transaction without presenting your Card (such as for a mail order, internet or telephone purchase), the legal effect will be the same as if you used the Card itself.

**10. Business Days.** Our business days are Monday through Friday, excluding federal and legal banking holidays in the State of New York.

**11. Authorization Holds.** You do not have the right to stop payment on any purchase transaction originated by use of your Card, other than a Recurring Transaction as described in the Section below titled “Recurring Transactions.” When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and the merchant may estimate its final value. When we authorize a purchase transaction, we commit to make the requested funds available when the transaction finally settles and we will place a temporary hold on your Funding Source for the amount indicated by the merchant. 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. Car rentals, hotels and other service-oriented merchants may choose to factor in additional amounts upon check-in, and it may take up to 60 days after your stay or your rental to have any excess amounts held by the hotel or rental company added back to your available balance. Similarly, some gas stations may factor in additional amounts to cover potential filling of the tank; if you want to avoid such a hold, you may want to pay inside the gas station, instead of paying at the pump. Until the transaction finally settles, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card for the correct amount of the final transaction, and we will release any excess amount when the transaction finally settles.

When you use your Card at certain restaurants and service-oriented merchants, there may be an additional 20% (or more) added to the authorization to cover any tip you may leave on the purchase. If this occurs, and your total bill, after adding in the additional 20% (or more), exceeds the amount available in your Funding Source, your transactions may be declined. Accordingly, you should ensure that your Funding Source has an available balance that is 20% (or more) greater than your total bill before using your Card.

**12. Recurring Transactions.** If you intend to use your Card for recurring transactions, you should monitor your balance and ensure you have funds available in your Funding Source to cover the transactions. “Recurring transactions” are transactions that are authorized in advance by you to be charged to your Card at substantially regular

intervals. We are not responsible if a recurring transaction is declined because you have not maintained a sufficient balance in your Funding Source to cover the recurring transaction. If these recurring transactions may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead 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.) If you have told us in advance to make regular payments (i.e., recurring transactions) with your Card, you can stop the payment by calling the number on the back of your Card, **(855) 509-4490**, or send notice through <https://paytghr.com>, or write to the Program Manager at **Apto Payments, Inc. – Pay Tgthr Debit Mastercard, 150 Sutter St., PO Box 372, San Francisco, CA 94104**, at least three business days before the scheduled date of the transfer. If you call, we also may require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages. If you have authorized a merchant to make the recurring transaction, you also should contact the applicable merchant in order to stop the recurring transaction.

**13. Returns and Refunds.** If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Funding Source for such refunds. You are not entitled to a check refund unless your Card has been closed. The amounts credited to your Funding Source for refunds may not be available for up to five days from the date the refund transaction occurs.

**14. Card Cancellation and Suspension; Limits.** We reserve the right, in our sole discretion, to limit your use of the Card, including limiting or prohibiting specific types of transactions. We may refuse to issue a Card, revoke Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, you may do so by calling the number on the back of your Card, **(855) 509-4490**. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. Our cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Card privileges through no fault of yours, you may be entitled to a refund as provided below in the Section titled “Amendment and Cancellation.” Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under this Agreement without losing them.

**15. International Transactions.** If you initiate a transaction in a currency or country other than the currency or country in which your Card was issued, you will be charged a fee on the transaction (including credits and reversals) as set forth in the “Schedule of Fees and Charges (Schedule A)” attached to this Agreement. This fee is in addition to the currency conversion rate. If the transaction is in a currency other than the currency of the country in which your Card was issued, the merchant, network, or card association that processes the transaction may convert the transaction (including credits and reversals) into the currency of your Card in accordance with its policies and rates in effect at the time of the transaction. If Mastercard International converts the transaction, it will establish a currency conversion rate for this convenience using a rate selected by Mastercard International from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Mastercard International itself receives, or the government mandated rate in effect for the applicable central processing date.

**16. Receipts.** You should get or request a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipts to verify your transactions. You can get a receipt at the time you make any transaction with your Card and you may also track your transaction history and verify and reconcile your activity using the Pay Tgthr mobile application.

**17. Obtaining Balance and Transaction Information for Your Card; Periodic Statements.** You should keep track of the amount of funds available in your Funding Source. You may obtain information about the amount of funds you have remaining in your Funding Source by contacting the financial institution you associated with Pay Tgthr. A **12-month** history of account transactions, is also available on-line through the Pay Tgthr mobile application. You also have the right to obtain a **24-month** written history of account transactions by calling **(855) 509-4490** or the number on the back of your Card or by writing to the Program Manager at **Apto Payments, Inc. – Pay Tgthr Debit Mastercard, 150 Sutter Street, #372, San Francisco, CA 94104** You are responsible for promptly examining your statement each statement period and reporting any irregularities to us as provided in the Section titled “In Case of Errors or Questions About Your Transactions-“

**18. Confidentiality.** We may disclose information to third parties about your Card or the transactions you make using your Card: (1) where it is necessary for completing transactions; (2) in order to verify the existence and condition of your Card for a third party, such as a merchant; (3) in order to comply with government agency, court order, or other legal reporting requirements; (4) if you give us your written permission; (5) to our and employees, auditors, affiliates, service providers, or attorneys as needed; and (6) as otherwise provided in our Privacy Policy Notice below.

**19. Our Liability for Failure to Complete Transactions.** In no event will we or the Program Manager be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. We will not be liable, for instance: (1) if, through no fault of ours or of the Program Manager, you do not have enough funds available in your Funding Source to complete the transaction; (2) if a merchant refuses to accept your Card or provide cash back; (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 Access Code(s) (“Access Code” includes your user ID(s), password(s), PIN(s), and any other access code or credential related to your Card) 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 or the Program Manager have reason to believe the requested transaction is unauthorized; (8) if circumstances beyond our or the Program Manager’s control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we or the Program Manager have taken; or (9) for any other exception stated in our Agreement with you.

**20. In Case of Errors or Questions About Your Transactions.** If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, promptly call the number on the back of your Card, (855) 509-4490, provide notice through <https://paytghr.com> or write to **Apto Payments, Inc. – Pay Tgthr Debit Mastercard, 150 Sutter St., PO Box 372, San Francisco, CA 94104**. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and Card number.
- (2) Describe the error or transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) 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 Funding Source 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 Funding Source. For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 business days to credit your Funding Source 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.

**21. Lost or Stolen Cards/Unauthorized Transfers.** If you believe your Card, Access Code(s), or PIN has been lost or stolen, call (855) 509-4490 or the number on the back of your card, or send notice through <https://paytghr.com>, or write to the Program Manager at **Apto Payments, Inc. – Pay Tgthr Debit Mastercard, 150 Sutter Street, #372, San Francisco, CA 94104**. You should also call the number on the back of your Card, (855) 509-4490 or write to the address shown here if you believe an electronic transfer has been made using the information from your Card, Access Code(s), or PIN without your permission.

**22. Your Liability for Unauthorized Transfers.** You agree to exercise reasonable control over the information related to your Card, Access Code(s) and PIN. Tell us AT ONCE if you believe your Card, Access Code(s), or PIN

has been lost or stolen. Also, if your transaction history shows transfers that you did not make, including those made with your Card, or Card number, or you believe an electronic transfer has been made without your permission, tell us at once. The best way to keep your losses down is by calling the toll-free number on the back of your Card or **(855) 509-4490**. Under Mastercard's Zero Liability Rules, you will not be held responsible for unauthorized transactions if you have used reasonable care in protecting your Card from loss or theft and you have promptly reported to us when you knew that your Card was lost or stolen. **Zero Liability does not apply to Mastercard payment cards that are used for commercial purposes or anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us).** In the event that Mastercard Zero Liability does not apply, if you tell us within two business days after you learn of the loss or theft of your Card, you can lose no more than \$50.00 if someone used your Card without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card, and we can prove that we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00. If you do not tell us within 60 days after the earlier of the date you electronically access your Funding Source or the date we sent the FIRST written history on which the error appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good, documented, reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

***The following provisions of this Section apply to all Cards:*** You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card, Access Code(s), or PIN. You also agree to cooperate completely with us in attempts to recover funds from unauthorized users and to assist in their prosecution. We may issue replacement Card(s), Access Code(s), and PIN(s), but only after you have provided such proof and security or indemnification as we may require. In addition, you acknowledge that we may have to deactivate your Card(s) to prevent future losses. If you share your Card(s), Access Code(s), or PIN with another person, use of your Card by that person may be considered as authorized. If you authorize another person to use your Card, Access Code(s), or PIN, you agree that you will be liable for all transactions arising from use of the Card, Access Code(s), or PIN by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction and you do not benefit from the transaction in any way.

**23. Other Terms.** Your Card and your rights and obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law or regulation of any governmental agency, whether local, state or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement shall be governed by the law of the State of New York except to the extent preempted or governed by federal law.

**24. Amendment and Cancellation.** We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law before the effective date of the change. However, if the change is made for security purposes, we may implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You also may cancel this Agreement by calling **(855) 509-4490**. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement before termination.

**25. Telephone Monitoring/Recording.** From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

**26. No Warranty Regarding Goods and Services.** We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

**27. Arbitration Provision.** This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party.

(a) Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us, or between you and **Apto Payments, Inc** as Program Manager for the **Pay Tgthr Debit Mastercard®** or any of its agents or retailers, arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement,

including the validity, enforceability or scope of this Arbitration Provision or the Agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any additional cardholders designated by you; (ii) the amount of available funds on the Cards; (iii) advertisements, promotions or oral or written statements related to the Cards, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any appeals from that court shall be pursued only in arbitration. As used in this Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Bank, the Program Manager, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

(b) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

(c) Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR SHALL NOT CONDUCT A CLASS ARBITRATION OR A JOINT ARBITRATION EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(d) Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. This section of this Arbitration Provision is the "Class Action Waiver."

(e) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court

which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(f) **Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the “FAA”). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within (15) days of receiving the requesting party’s notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within (20) days of the objecting party’s submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator’s decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have 30 days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant’s written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(g) **Public Injunctive Relief:** If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver and/or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

(h) **No Preclusive Effect:** No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

(i) **Continuation:** This Arbitration Provision shall survive termination of your Card as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

**28. Delivery of Electronic Communications.** The following E-Communication Disclosure (“**Disclosure**”) applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card and any related products and services (“**Communications**”), to the extent you have consented to receiving such Communications electronically and failure to consent will result in a declined application for an **Pay Tgthr Debit Mastercard®**, except as provided below.

***Scope of Communications to Be Provided in Electronic Form.*** When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Card and any related products or services
- Your Cardholder Agreement and any notices about a change in terms of your Cardholder Agreement
- Privacy policies and notices
- Error resolution policies and notices
- Responses to claims filed in connection with your Card
- Notices regarding insufficient funds or negative balances

**Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (2) by posting such Communications at <https://paytghr.com>.

**How to Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form at any time by calling the number on the back of your Card, (855) 509-4490 or visiting <https://paytghr.com>, or by writing to the Program Manager at **Apto Payments, Inc. – Pay Tgthr Debit Mastercard, 150 Sutter St., PO Box 372, San Francisco, CA 94104**. If you do withdraw your consent, we will close your Card, except where prohibited by law. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

**How to Update Your Records.** It is your responsibility to provide us with your true, accurate and complete e-mail address (if you have elected to receive e-mail messages from us), your contact information, and other information related to this Agreement or your Card, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through <https://paytghr.com> or by contacting us at (855) 509-4490.

**Hardware and Software Requirements.** In order to access, view, and retain Communications that we make available to you electronically, you must have:

- An Internet browser that supports 256 bit encryption
- Microsoft Internet Explorer 11 or above, or the equivalent software
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- An e-mail account with an Internet service provider and e-mail software
- A personal computer (1.1 GHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in via a plain text-formatted e-mail or by access to our web site using browser specified above or equivalent software.
- Adobe Reader version 9 or higher

**Requesting Paper Copies.** We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call the number on the back of your Card, (855) 509-4490 or visit <https://paytghr.com> or write to the Program Manager at **Apto Payments, Inc. – Pay Tgthr Debit Mastercard, 150 Sutter St., PO Box 372, San Francisco, CA 94104**.

**Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.





Metropolitan Commercial Bank Privacy Policy Notice:

<b>FACTS</b>	<b>WHAT DOES METROPOLITAN COMMERCIAL BANK DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li style="display: inline-block; width: 45%;">• Identification Information</li> <li style="display: inline-block; width: 45%;">• Account Transactions</li> <li style="display: inline-block; width: 45%;">• Account Balances</li> <li style="display: inline-block; width: 45%;">• Checking Account Information</li> <li style="display: inline-block; width: 45%;">• Transaction History</li> <li style="display: inline-block; width: 45%;">• Wire Transfer Instructions</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Metropolitan Commercial Bank chooses to share; and whether you can limit this sharing.	
	Reasons we can share your personal information	Does Metropolitan Commercial Bank share?
	For our everyday business purposes such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes
	For our marketing purposes to offer our products and services to you	Yes
	For joint marketing with other financial companies	Yes
	For our affiliates' everyday business purposes information about your transactions and experiences	No
	For our affiliates' everyday business purposes information about your creditworthiness	No
	For non-affiliates to market to you	No
Questions?	Call 1-866-363-8226 or visit <a href="http://www.metropolitanbankny.com">www.metropolitanbankny.com</a>	
<b>What We Do</b>		

How does Metropolitan Commercial Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does Metropolitan Commercial Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account</li> <li>• Apply for financing</li> <li>• Show your driver's license</li> <li>• Provide account information</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your credit worthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. <i>Metropolitan Commercial Bank does not share with our Affiliates so they can market to you.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <i>Metropolitan Commercial Bank does not share with non-affiliates so they can market to you.</i>
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <i>Our joint marketing partners include credit card account companies.</i>
<b>Other Important Information</b>	
<p><b>For Alaska, Illinois, Maryland and North Dakota Customers.</b> We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization.</p> <p><b>For California Customers.</b> We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.</p> <p><b>For Massachusetts, Mississippi and New Jersey Customers.</b> We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing – without your authorization.</p> <p><b>For Texas Customers.</b> If you have a complaint, first contact the customer service division of Metropolitan Commercial Bank at 1-866-363-8226. If you still have an unresolved complaint regarding the company's money transmission activity, please direct your complaint to Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705, 1-877-276-5554 (toll free), <a href="http://www.dob.texas.gov">www.dob.texas.gov</a>.</p> <p><b>For Vermont Customers.</b> We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization, and we will not share personal information with affiliates about your creditworthiness without your authorization.</p>	

## Schedule A

**SCHEDULE OF ALL FEES AND CHARGES FOR Pay Tgthr Debit Mastercard®**

<b>ALL FEES</b>	<b>AMOUNT</b>	<b>DETAILS</b>
<b>Get Started</b>		
Card Purchase Fee	\$0.00	No fee charged to obtain the Pay Tgthr card
Card Activation Fee	\$0.00	No fee charged for Card Activation
Account Registration Fee	\$0.00	No fee charges for Account Registration
<b>Monthly Usage</b>		
Monthly Fee	\$1.00	Monthly fee charged for your card
Weekly Fee	\$0.00	No weekly fee charged
<b>Add Money</b>		
Retail Load	N/A	N/A
MoneyGram Load	N/A	N/A
Western Union Reload	N/A	N/A
GreenDot Reload	N/A	N/A
Direct Deposit	N/A	N/A
Card-to-Card Transfer	N/A	N/A
Bank-to-Card Transfer	N/A	N/A
Cardholder-to-Cardholder Transfer	N/A	N/A
<b>Spend Money</b>		
Retail Unload	N/A	N/A
MoneyGram Unload	N/A	N/A
Western Union Unload	N/A	N/A
GreenDot Unload	N/A	N/A
POS PIN Debit Purchase	\$0.00	No fee charged for POS PIN Debit purchases
POS Signature Purchase	\$0.00	No fee charged for POS Signature Debit purchases
Bank Teller Withdrawal	N/A	N/A

Send Money	N/A	N/A
POS PIN Purchase (Declined)	\$0.00	No fee charged for POS PIN Purchase (Declined)
POS SIG Purchase (Declined)	\$0.00	No fee charged for SIG Purchase (Declined)
<b>Get Cash</b>		
ATM withdrawal in-network (US)	N/A	N/A
ATM withdrawal out-of-network (US)	N/A	N/A
ATM withdrawal (Declined)	N/A	N/A
<b>Information</b>		
Automated System Customer Service	\$0.00	No fee charged for Automated System Customer Service
Live Agent Customer Service Fee	\$0.00	No fee charged for Live Agent Customer Service
ATM Balance Inquiry	N/A	N/A
<b>Using your card outside the U.S.</b>		
ATM Withdrawal (Int'l)	N/A	N/A
ATM Withdrawal (Declined) (Int'l)	N/A	N/A
POS PIN Debit Purchase (Int'l)	\$0.00	No fee charged for International POS PIN Debit purchases
POS Signature Purchase (Int'l)	\$0.00	No fee charged for International POS Signature Debit purchases
POS PIN Purchase (Declined) (Int'l)	\$0.00	No fee charged for International POS PIN Purchase (Declined)
POS SIG Purchase (Declined) (Int'l)	\$0.00	No fee charged for International POS SIG Purchase (Declined)
Foreign currency conversion fee	Up to 3%	A fee of <b>up to 3%</b> of the total transaction amount will be applied to any transaction at a merchant or ATM outside the US, including online merchants and bank teller transactions
<b>Other</b>		
Inactivity Fee	\$0.00	No fee charged for Inactivity
Close Card	\$0.00	No fee charged for closing card
Replace Card	\$0.00	No fee charged to process and distribute a replacement card
Expedite Card	N/A	N/A

Contact **Apto Payments, Inc.** by calling **(855) 509-4490**, or via by mail at **150 Sutter Street, #372, San Francisco, CA 94104**, or visit <https://pavtghr.com>.

