

# CONSUMER SAVINGS ACCOUNT AGREEMENT

This agreement is effective as of November 1, 2021.

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## 1. SAVINGS ACCOUNT AGREEMENT AND DISCLOSURES

This agreement contains the Consumer Savings Account Agreement (the "Agreement") for the interest-bearing savings account ("Savings Account" or "Account") made available to eligible consumers by Sutton Bank (the "Bank"), member of the Federal Deposit Insurance Corporation ("FDIC"). Revolut Technologies Inc. maintains the platform through which you access the Account. ("Platform"). Platform is the program partner responsible for providing customer service to you. "We", "our", and "us" refer to the Bank, our successors, affiliates, or assignees. "You" and "your" refer to the owner of the Savings Account.

You may submit a request to open a Savings Account by using the Platform mobile application (the "Mobile App"). The Savings Account will be linked to your account on the Platform (the "Platform Account") and is not designed for business use. We may close the account if we determine it is being used for business purposes. We may refuse to process any transaction(s) we believe may violate the terms of this Agreement or applicable law.

**Business Days:** Our business days are Monday through Friday, excluding federal holidays.

## Privacy Policy

Our privacy policy is available at [https://www.suttonbank.com/\\_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf](https://www.suttonbank.com/_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf) and is considered part of this Agreement.

## 2. SAVINGS ACCOUNT BASICS

### Who is eligible for a Savings Account:

The Savings Account is available only to Platform customers in good standing, permanent residents of the fifty (50) United States ("U.S.") and the District of Columbia who are at least 18 years of age with a valid Social Security number or individual tax identification number. You

must agree to accept electronic, rather than paper statements. This means; (i) you must keep us supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all Account communications (like end-of-year tax forms and electronic statements) as provided in the Consent to Use Electronic Signatures and Communications and Statements Section below.

We may use information from third parties to help us determine if we should open the Savings Account.

#### Opening a Savings Account

Important information about procedures for opening a new Savings Account.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Savings Account which will include: your name, physical address, date of birth, individual tax identification number, and other information, including any documents we deem necessary to verify your identity. In some cases this information and documents, will be provided to us by the Platform, which will allow us to identify you.

#### The Savings Account

The Savings Account consists of the interest-bearing online savings account used to hold your deposits and make a limited amount of Online Transfers (as defined below).

#### Titling and Ownership

A Savings Account may only be owned and titled in the name of one (1) person who shall solely retain the right to direct the deposit or transfer of funds. The Savings Account cannot be owned or titled jointly, by an organization, as Payable on Death ("POD") or "In Trust For" ("ITF").

#### Death or Incapacitation

You or your appointed party, designee, or appointed individual agree to notify us promptly if you become legally incapacitated, are deemed incompetent, or die. We will continue to accept deposits and process transaction instructions into and from the Savings Account until we are: (a) notified of your death or adjudication of incompetency and (b) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death we may pay or process transactions involving the Savings Account on or before the date of death for up to ten (10) days after that date unless ordered to stop by someone claiming interest in the Savings Account. We may require additional documentation to confirm any claims made on the Savings Account.

#### Power of Attorney

We may, but are not required to, honor your orders and instructions to give another person authority to make transactions on your Savings Account by giving power of attorney to another individual. The account owner and person executing power of attorney over a deposit account is known as the "Principal." The person granted Power of Attorney for the Principal is known as the "Agent." We may refuse to accept a power of attorney for reasonable cause, and we may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible to provide us with any information if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until a) we receive written revocation

from the Principal; b) we receive written notification of the Principal's death, or c) we receive written notification of the death or incapacity of the Agent.

#### Our Relationship With You

This Agreement and the deposit relationship do not create a fiduciary relationship with Bank.

### 3. GENERAL RULES GOVERNING THE SAVINGS ACCOUNT

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

#### Account Funding

You may only fund your Savings Account with Transfers from your Platform Account ("Online Transfers"):

#### **Fees**

##### Transfers from Platform Account

\$0 transaction

See your Platform Account Agreement for additional limitations on transfers from your Platform Account.

##### Account Withdraws and Transfers

You may only withdraw and transfer funds from your Savings Account to your Platform Account: ("Online Withdraw Transfers" collectively with Online Funding Transfers, "Online Transfers"):

##### Transfers to Platform Account

\$0 transaction

##### Limits on Online Transfers from your Savings Account

There are no limits on transfers between the Savings Account and the Platform Account. For more information please consult the Mobile App.

##### Overpayments and Reversals.

If funds are deposited or transferred into your Savings Account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit or transfer from your Savings Account without prior notice to you. If there are not enough funds in your Savings Account at that time, your Savings Account could become overdrawn. See the "No Overdrafts" and "Right to Set Off" sections below for more information about what could occur if your Savings Account has a negative balance.

#### **No Deposits in Cash, Paper Checks or Foreign Currency**

We are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us.

- Cash - We do not accept deposits made in cash. If you mail a cash deposit, the cash will be sent back to the address we have for you on file.

- Paper Checks - Personal checks, cashier's checks, and money orders may not be deposited by mail or in person. All checks and money orders sent to us for deposit will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be deposited to the Account at our discretion.
- Foreign Currency - We will only accept deposits or transfers in US Dollars. If you initiate a transfer to your Savings Account in a foreign currency, the funds will be automatically converted into US Dollars by the Platform prior to deposit in your Savings Account. See Platform rules for additional details.

### **No Overdrafts**

You are not permitted to overdraw your Savings Account. If the available balance in your Savings Account is not sufficient to cover any payment or withdrawal you have authorized, we may refuse to process the payment or withdrawal. If your Savings Account balance becomes negative for any reason, you must make a deposit or transfer immediately to cover the negative balance. If your Savings Account has a negative balance for an extended period of time and you have another account with us, we reserve the right to exercise our right to set off. See the "Right to Set Off" section below for details. If your Savings Account has a negative balance for ninety (90) calendar days or more it will be closed. In the event you fail to pay the amount of any overdraft, and we refer your overdrawn account to an attorney for collection, you agree to pay all reasonable expenses, including, but not limited to, reasonable attorney's fees and court costs incurred by us as a result of your account being overdrawn.

### **Right to Set Off**

We have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to us, now or in the future. We will notify you if we have exercised our right to set off.

### **Legal Processes Affecting Savings Accounts**

If legal action such as a garnishment, levy or other state or federal legal process ("Legal Process") is brought against the Savings Account, we may refuse to permit (or may limit) transfers from it until the Legal Process is satisfied or dismissed. Regardless of the terms of such garnishment, levy or other state or federal process, we have first claim to any and all funds in your Savings Account. We will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as we determine to be appropriate in the circumstances without liability to you, even if any funds we may be required to pay out leaves insufficient funds for a transfer you have authorized. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to any Legal Process affecting your Savings Account. We may charge these expenses to your Savings Account. You will indemnify us for any losses if we do this.

### **Account Inactivity and Escheatment**

For purposes of this paragraph, customer-initiated activity includes any Online Transfers you make to or from the Savings Account. Additionally, a Savings Account that is inactive for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment, and we may be required to send the balance in your Account to the state of your last known address.

### **Consent to Use Electronic Signatures and Communications and Statements**

Your Consent. To the fullest extent permitted by law, this Agreement, account statements, notices and other communications (collectively, "Communications") from us to you regarding your account(s) and related services with us may be provided to you electronically, and you consent and agree to receive those communications in an electronic form. Electronic Communications may be posted on the pages within the Platform Website, mobile app and/or delivered to your email address. You may print a paper copy of or download any electronic communication and retain it for your records. All Communications in electronic format will be considered to be "in writing," and to have been received on the day of posting, whether or not you have received or retrieved the Communication. We reserve the right to provide Communications in paper format.

Your consent to receive Communications electronically is valid until you revoke your consent by notifying us of your decision to do so. If you revoke your consent to receive Communications electronically, we will transfer all funds in the Savings Account to the Platform Account, and you accept sole liability for resulting from an involuntary termination of your Savings Account(s) and related services, to the extent permitted by law.

Except as expressly provided otherwise in this Agreement, we will mail, send electronically, or otherwise make Communications available to you. Please review promptly all Communications we deliver or make available to you. If Communications are mailed to you, they will be delivered to you at the postal address shown in our records. If Communications are sent to you electronically, they will be delivered to you at the email address shown in our records or otherwise made available to you on the Platform Website and/or Mobile App. However, we retain printable versions of your account statements for seven (7) years, or longer periods as may be required by applicable law. You agree to give Platform notice of any change of your postal or email address.

## **Statements**

Statements will be available on the Mobile App, and Platform will send you notification that a statement is available. Platform will use email address in effect on the Platform. The Savings Account statement will describe each item by amount, and date of debit or credit. If we comply with the foregoing provisions of this Section, you agree that the statement and items all have been made available to you in a reasonable manner. We will not be responsible for any indirect, special or consequential damages under any circumstances.

Electronic statements are available to view and print on the Mobile App. Savings Account statements are considered to be correct. Carefully review your statement each statement cycle and notify us of any errors within sixty (60) days of your statement becoming available.

## **Special Rules for New Savings Accounts**

Savings Accounts open less than thirty (30) days or Accounts may be limited in functionality. Funds credits to your Account may be given provisionally for a reasonable amount of time. Additionally, certain transfer limits may be lower during this time as indicated in the following

Sections, "Account Funding," "Account Withdraws and Transfers," "Electronic Banking Services," and "ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS".

## Illegal Transactions

You may not use your Savings Account for online gambling, any illegal transaction or for car rental transactions. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law. You acknowledge and agree that we have no obligation to monitor, to review or to evaluate the legality of your transactions. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if that transaction is determined to be illegal.

## 4. ELECTRONIC FUNDS TRANSFER DISCLOSURES AND SPECIAL TERMS AND CONDITIONS

### Electronic Funds Transfer Services

The following terms are used to describe Electronic Funds Transfer ("EFT") services.

"Automated credits" or "direct deposits" are deposits made to your Account by electronic means. "Automated payments" indicate payments authorized by you to be made from your Account by electronic means.

When you authorize transfers to or from your Savings Account, you agree to these terms and conditions.

### Limitations on Transfers, Amounts and Frequency of Transactions

- Limits as detailed in the Sections titled "Account Funding" and "Account Withdraws and Transfers agreement.

### Right to Receive Documentation of Electronic Funds Transfers

- Statements. You will have access to an electronic monthly statement that can be viewed on the Mobile App

### **Your Liability for Unauthorized Transfers**

Contact Platform at once if you believe your Account number has been stolen by freezing your Account in the Mobile App, by contacting the Platform via the chat feature in the Mobile App, or by calling 1-844-744-3512. If Account number has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, contact the Platform through the Mobile App's support chat or email [error.notice@revolut.com](mailto:error.notice@revolut.com).

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors". If you do not notify us within sixty (60) days after we make your statement available, you may not get back any of the value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking value if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### **Our Liability for Failure to Complete Transactions**

We will not be liable for the following:

- If through no fault of ours, you do not have enough funds available in your Savings Account to complete the Online Transfer;
- If access to your Savings Account or Platform Account has been blocked after you reported your Savings Account number or Platform Account number lost or stolen;
- If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, or computer communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- Any other exception stated in our Agreement with you.

### **Information About Your Right to Dispute Errors**

In case of errors or questions about your electronic transactions, contact us through the Platform's Mobile App's support chat, call (844) 744-3512, write to Revolut Technologies Inc. P.O. Box 1155, New York, NY 10013, or send an email to [error.notice@revolut.com](mailto:error.notice@revolut.com) if you think your statement is wrong or if you need more information about a transaction listed in the statement. We must allow you to report an error until sixty (60) days after the date the Platform sent the FIRST statement on which the error appeared. You may request a written history of your transactions at any time by accessing your account on the Mobile App. You will need to tell us:

- Your name, email address associated with your Savings Account and Savings Account number (if any);
- Why you believe there is an error, and the dollar amount involved; and
- Approximately when the error took place.

Whether an error occurred will be determined within ten (10) business days after you submit a dispute. If more time is needed, resolution may take up to forty-five (45) days to investigate your complaint or question. If resolution does not occur within ten (10) days, your account will be provisionally credited for the amount in dispute for the time it takes to complete the investigation.

For errors involving new Accounts up to ninety (90) days to investigate your complaint or question may be taken. For new Accounts, up to twenty (20) business days may be taken to credit your Account for the amount you think is in error.

The results will be communicated to you within three (3) business days after completing the investigation. If it is determined that no error occurred, you will receive a written notification. Copies of the documentation used in the investigation may be obtained by contacting the Platform at the phone number or address shown at the beginning of this section. If you need more information about the error-resolution procedures, email us at [complaints-us@revolut.com](mailto:complaints-us@revolut.com).

## **5. General Funds Availability Policy**

Information contained in this section is provided to assist you in understanding our Funds Availability Policy.

We make funds available according to when the funds are applied or credited to your Savings Account. We have the right to refuse any deposit or transfer.

### **Business Days**

The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your Savings Account. For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included. Deposits received by the Bank by midnight Eastern Time will be considered current-day deposits. Any deposits received after that time will be processed the following business day.

## 6. TRUTH IN SAVINGS DISCLOSURES

### Opening Deposit and Balance Requirements

There is no minimum deposit requirement to open a Savings Account. While there are no minimum requirements, a Savings Account with a zero (0) balance for nine (9) continuous months will be subject to closure. See the paragraph labeled "Amendment and Cancellation" below for additional details.

### Rate Information

The Savings Account is a variable rate account and we may, at our discretion, change the interest rate and APY for the Savings Account at any time. The interest rate and Annual Percentage Yield ("APY") for the Savings Account appear in the Interest Rate Schedule shown below as of the date listed. Please see the Mobile App for the most up to date rate information for your Pricing Plan. Interest begins to accrue no later than the business day the deposit is received by the Bank. Interest will be accrued daily and credited to the Savings Account on a monthly basis.

As of November 1, 2021.

## PRICING PLAN INTEREST RATE

### ANNUAL PERCENTAGE YIELD (APY)

Standard 0.05% 0.05%

Premium 0.07% 0.07%

Metal 0.07% 0.07%

Savings Account interest is calculated using the daily balance calculation method. This method applies a daily periodic rate to the principle balance in the Savings Account each day. There are no minimum balance restrictions on the Savings Account. The maximum balance of the Savings Account is limited to \$250,000.

### Funds Availability

All Online Transfers are completed electronically. You will have immediate availability to your funds once they are transferred from the Savings Account to your linked account or from the linked account to the Savings Account unless notified otherwise by Platform.

## 7. OTHER AGREEMENT TERMS

### Indemnification

At our request, you agree to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers,



and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

#### No Warranty of Availability or Uninterrupted Use

From time to time, services related to the Platform and the Savings Account may be inoperative. When this happens, you may be unable to access the Website, and you may be unable to use the Savings Account or obtain information about the Savings Account. Please notify us if you have any problems using the Savings Account or Website. You agree that except as required by applicable law, we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

#### Limitation of Liability

Except as required by applicable law, we shall have no liability to you if we are unable to complete a transaction for any reason beyond our control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer your Savings Account and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the your Savings Account, any products or services purchased using Account, or this Agreement (as well as any related or prior agreement you may have had with us).

#### English Language Controls

Any translation of this Agreement is provided for your convenience. The meaning of the terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

#### Customer Service

For customer service or additional information regarding your Savings Account, please use the following:

Live Chat accessible through the Mobile App

Call Platform at (844) 744-3512; or

Email Platform at support@revolut.com

#### 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.

#### Amendment and Cancellation

Except as otherwise required by applicable law, we may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement at the Website, and any such amendment shall be effective upon such posting to the Website. The Agreement

is also available on our Website. You will be notified of any amendment(s) in the manner provided by applicable law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, we may implement it without prior notice.

We may cancel or suspend your Savings Account or this Agreement at any time. You may cancel this Agreement by emailing [support@revolut.com](mailto:support@revolut.com) to close your Savings Account. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to cancellation.

If your Savings Account is cancelled, closed or terminated for any reason, you may request the unused balance be returned to the Platform Account. If your Savings Account is closed prior to the end of the statement cycle, any accrued interest earned for that cycle will be paid the following month to your Platform Account. If your Platform Account is closed before that accrued interest has been paid, the interest will be forfeited. For security purposes, you may be required to supply identification, external account, and address verification documentation prior to issuing a refund check. Allow fourteen (14) days for processing of such balance return. We may refuse to honor any checks issued on your Account which are presented to us for payment after your Account is closed. In the event the Platform's program is cancelled, closed, or terminated, Platform or we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Account balance, will be in the notice. We reserve the right to refuse to return any unused balance amount less than \$1.00

**IMPORTANT:** If you terminate your relationship with Platform, the Savings Account will automatically be closed. Upon closure, any remaining funds in the Savings Account will be returned to you per this section.

### Confidentiality

We may disclose information to Platform and other third parties about your Savings Account or the transactions you make:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Savings Account for a third party;
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- If you consent by giving us your written permission;
- To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- Otherwise as necessary to fulfill our obligations under this Agreement or as detailed in our Privacy Policy.

### Survival

All provisions of this Agreement shall survive the termination of this Agreement or closure of your Savings Account by either party for actions arising in connection with this Agreement or your Savings Account(s).

### Arbitration

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Account; iii) your acquisition of the Savings Account; iv) your use of the Savings Account; v) the amount of available funds in the Account; vi) advertisements, promotions or oral or written statements related to the Savings Account, as well as goods or services purchased with the Savings Account; vii) the benefits and services related to the Savings Account; or viii) transactions made using the Savings Account, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). The arbitration shall occur in that county closest to your residence which offers such services.

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final.

Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Savings Account, or any amounts owed on your Savings Account, to any other person or entity; or iv) closing of the Savings Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, EMAIL THE PLATFORM AT [support@revolut.com](mailto:support@revolut.com), OR VIA MOBILE APP CHAT SUPPORT TO CLOSE THE SAVINGS ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.