ROBINHOOD DEBIT CARD AGREEMENT

CARDHOLDER AGREEMENT / TERMS & CONDITIONS

IMPORTANT -- PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ("ARBITRATION" SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

This Robinhood Debit Card Agreement (this "Agreement") represents an agreement between you ("you" and "your" mean the person(s) authorized to use the Card as provided for in this Agreement) and Sutton Bank, member FDIC (the "Bank"), and outlines the terms and conditions governing the Robinhood Debit Card Program (the "Program"). This Agreement supplements but does not replace the Robinhood Financial LLC and Robinhood Securities, LLC (collectively "Robinhood") Customer Agreement ("Customer Agreement"). In the event of an inconsistency between this Agreement and the Customer Agreement, this Agreement shall govern and control your use of the Robinhood Debit Card (the "Card") and your relationship with the Bank. All capitalized terms used but not defined in this Agreement shall have the meaning set forth in the Customer Agreement.

By using or authorizing any other person to use your Card, you acknowledge your understanding and agreement to the following terms and conditions. Please read this Agreement carefully and keep it for future reference.

1. About Your Card

"Card" means the Mastercard® Debit Card (both the Virtual Card and the Plastic Card as defined below) issued by the Bank through which you can obtain funds from the Available Funds (as defined in your Customer Agreement) in your Robinhood Financial brokerage account ("Account"). The Card issued to you will be in the form of a virtual card ("Virtual Card") and an optional physical card (a plastic card, which will be delivered to you) ("Plastic Card"), both cards carrying and representing the same assigned 16-digit card number. For the avoidance of doubt, the use of your Virtual Card will have the same legal effect as when you use your Plastic Card. By accepting and using the Card or the associated account number, you agree to be bound by the terms and conditions contained in this Agreement and the Customer Agreement. "We," "us," and "our" mean the Bank and its successors, affiliates, and assignees. This Agreement is revised periodically, so it may include changes from earlier versions. You always find the most recent version of this Agreement at <u>rbnhd.co/debit-card-agreement</u>.

For purposes of this Agreement, our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

For customer service inquiries or information regarding your Card, contact Robinhood Customer Service using the contact information set forth in your Customer Agreement. Your Customer Agreement is available at <u>rbnhd.co/customer-agreement</u>. Keep your Card number and the Robinhood Customer Service contact information in a safe place in case your Card is lost, stolen, or destroyed. Please read this Agreement carefully and keep it for future reference.

2. Description of the Card

The Card is issued by the Bank. The Card is not a credit card. The Card remains the property of the Bank and must be surrendered to the Bank upon demand. The Card is not associated in any way to any other account held at the Bank. This Card is not a device that accesses money in any consumer deposit checking

or savings account held at the Bank and is limited to the Available Funds in your Account. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card will have an expiration date and the Card will expire, in accordance with applicable law, on the expiration date. If your Card and Account are in good standing, we may issue you a new Card upon expiration. You must surrender a revoked Card, and you may not use an expired or revoked Card. The Card is not designed for business use, and the Bank or Robinhood may terminate your participation in the Card program if the Bank or Robinhood determines that the Card is being used for business purposes. The Bank and Robinhood may refuse to process any transaction that the Bank or Robinhood believes may violate the terms of this Agreement or your Customer Agreement. You must activate your Plastic Card before it can be used. To activate your Plastic Card, follow the steps and instructions for activation in the App or online.

3. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN 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 AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN A ROBINHOOD BROKERAGE ACCOUNT AND/OR APPLY TO BECOME A USER OF A ROBINHOOD DEBIT CARD, ROBINHOOD WILL ASK YOU TO PROVIDE YOUR NAME, PHYSICAL ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW ROBINHOOD AND THE BANK TO IDENTIFY YOU. ROBINHOOD MAY ALSO ASK YOU TO PROVIDE YOUR SOCIAL SECURITY NUMBER. BY ACCEPTING THE CARD, YOU CONFIRM YOU HAVE AUTHORIZED ROBINHOOD TO PROVIDE THE BANK WITH THIS INFORMATION.

4. Address or Name Changes

You are responsible for notifying us of any change in your name, physical address, mailing address, email address, or phone number. Requests for address or name changes may be subject to additional verification requirements.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you, and we have had a reasonable time to rely on such notice.

We cannot accept responsibility for any email messages not received by you or for any delay in the receipt or delivery of any email notification. If you make your email account available to any other individual, you agree that you are responsible for any release of any Account information to such individual.

5. Participating in the Card Program

In order to participate in the Card program, you must: (a) be a current brokerage customer of Robinhood with a valid account and have previously agreed to the Customer Agreement and the Robinhood Privacy Policy located at about.robinhood.com/legal; (b) have applied for, and been approved by Robinhood for, participation in Robinhood Financial Cash Management; (c) accept and agree to this Agreement, and Sutton Bank's Privacy Policy; (d) be a U.S. citizen (or a legal resident with a U.S. tax ID number) of at least 18 years of age (or older if residing in a state where the majority age is older); and (e) provide Robinhood, which may provide the Bank, with all requested information, such as your name, date of birth, address, email address, social security number, user name and password, and such other information as we may request from time to time (collectively, "User Information"). You represent and warrant that all information, including User Information, you provide to Robinhood or the Bank from time to time is truthful,

accurate, current, and complete. You agree to promptly notify Robinhood of changes to any User Information.

6. Obtaining Your Card

To request your Card, follow the directions provided by Robinhood via the App or online. You should receive your Virtual Card soon after you request one once you follow the instructions on the App or online. You should be able to use your Virtual Card as soon as you receive it.

If you opt to request a Physical Card, you should receive it five to seven days or more after we receive your request. You will need to provide personal information in order to verify your identity when you order the Card. You must activate your Physical Card within the Robinhood App or online and set a PIN before you may use it.

You represent and warrant to the Bank and Robinhood that: (a) you are at least eighteen (18) years of age (or older if you reside in a state where the majority age is older); (b) you are a U.S. citizen or legal alien (with U.S. tax ID number) residing in the United States; (c) the User Information is truthful, accurate, current, and complete; (d) you received a copy of this Agreement and the Bank's Privacy Policy and agree to be bound by and to comply with their terms; and (e) you accept your Card.

7. Setting a PIN & PIN Security

You will need to set a PIN for your Card. When selecting a PIN, you should not use numbers or words that appear in your wallet (e.g., date of birth, address, or social security number). Memorize your PIN and do not share it with anyone. Do not write the PIN on a Card or keep it in the same location as the Card.

8. Using Your Card

You may use your Card to make purchases at any merchant that accepts Mastercard debit cards or debit cards of Interlink or other networks in which the Bank participates (each a "Network"), subject to the Available Funds in your Account, the transaction limits described below, and the other terms and conditions of this Agreement. You acknowledge and agree that the value available to you for use with the Card is limited to the Available Funds in your Account. So long as you do not exceed the Available Funds in your Account, you may use the Card to purchase goods or services wherever the Card is honored, and to obtain cash by initiating cash withdrawal transactions through the Card from any financial institution or ATM that accepts the Card. Each time you use the Card, you authorize Robinhood to reduce the Available Funds in your Account by the amount of the purchase or withdrawal and any applicable fees, costs, or holdings. Please see your Customer Agreement for information about how Available Funds are calculated. In some circumstances, margin credit may be included in Available Funds. Nevertheless, if you exceed the Available Funds in your Account you shall remain fully liable to Robinhood and the Bank for the amount of the transactions and any applicable fees and charges.

If you do not have enough Available Funds in your Account to cover a given transaction, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount using another payment method. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Nevertheless, if a transaction exceeds the amount of Available Funds in your Account or causes you to have a negative balance in your Account, you will be fully liable to Robinhood and the Bank for the full amount of the transaction and any applicable fees.

When making purchases with your Card at any point-of-sale ("POS") device other than through a Digital Wallet provider, you may select "CREDIT" on the keypad to make a signature purchase. You may not use your Card for any car, truck, or utility trailer rental transactions, online gambling, escort services or any illegal transaction. We may temporarily suspend – "freeze" – your Card and try to contact you if we notice

transactions that are unusual or appear suspicious or for any other reason. You are required to notify us immediately by sending us an email at help@robinhood.com if you believe the Card is lost or stolen.

Merchant Holds on Available Funds: When you use your Card or Card number to initiate a transaction at certain merchant locations, websites or mobile applications, such as hotels, restaurants, and gas stations, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the Available Funds in your Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to you for any other purpose until the merchant sends the Bank the final transaction amount, although the hold will not affect your day trade buying power. Once the Bank receives the final transaction amount, it may take up to seven (7) days or more for the hold to be removed. During that period, you will not have access to the funds subject to the hold.

9. Adding Your Card to a Digital Wallet

You may elect to add your Card to one or more digital wallets ("Digital Wallets") supported by the Bank and subject to the Terms for Adding Your Card to a Digital Wallet, which are available at about.robinhood.com/legal. The Digital Wallet provider may allow you to conduct transactions at a point of sale device and you may not be able to use your Card to perform transactions at such point of sale devices until you have selected a PIN pursuant to this Agreement.

10. Transaction Limits

There are limits on the dollar amount of transactions you can make with your Card each day and each month. The following lists the limits for each type of transaction:

Point of Sale Purchases

Daily Limit: \$5,000.00 Monthly Limit: \$15,000.00

ATM Withdrawals

Daily Limit: \$1,010.00 Monthly Limit: \$5,000.00

In addition to the above, for security purposes we reserve the right to, in our sole discretion, impose additional limits to your use of your Card at ATMs or POS devices. Any funds withdrawn from a POS device or through a participating bank will be subject to the maximum amount that can be spent on your Card per day. If you seek to withdraw cash from a merchant POS device, please note that each merchant may establish limits as to how much cash may be obtained from a POS device at a single time or through a single location. This means that you may need to visit more than one merchant if you are seeking to withdraw cash in an amount which is less than or equal to the total limit above, but more than the limit established by the individual merchant.

PIN and Non-PIN Transactions: Merchants may limit the available options for the type of transaction you wish to conduct or may let you choose between a PIN ("*Debit*") transaction or a signature ("*Credit*") transaction at the point of sale. To initiate a signature transaction at the point of sale, select "Credit" and sign the receipt (if required by the merchant). To initiate a PIN transaction at the point of sale, select "Debit" and enter your PIN at the point of sale terminal. For mail order, telephone, Internet or other card-

not-present purchases, merchants may choose to route a transaction as a PIN transaction without asking you to enter your PIN.

11. Card Security

Do not share your Card number or PIN with anyone. Either memorize your Card number or keep it in a safe place. Do not send your Card number in an email or text message. Make sure your Card number is secured with encryption when you use your Card to perform transactions over the Internet or wireless networks. If you believe that anyone has gained unauthorized access to your Card, you should advise Robinhood immediately, following the procedures in the Section entitled "Errors or Questions About Electronic Transfers" below and in your Customer Agreement, available at <u>rbnhd.co/customer-agreement</u>.

12. Authorized Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, the Bank and Robinhood will treat this as if you have authorized such person to use the Card for all purposes, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. You are wholly responsible for the use of your Card according to the terms and conditions of this Agreement. See your Customer Agreement for information about terminating authorization to use your Card. You may not request an additional Card for another person.

13. Available Funds Balance

You are responsible for keeping track of the Available Funds in your Account. Merchants generally will not be able to determine your Available Funds. It is important to know the amount of Available Funds in your Account before performing a transaction. If you do not have sufficient Available Funds in your Account to cover the transaction amount, the transaction will be declined. See your Customer Agreement for a description of the "Available Funds," which may include margin credit. You acknowledge and agree that the Available Funds do not include funds that are subject to a hold. You are not authorized to use funds added to your Account in error.

Any transaction that could create a negative balance for your Account is not permitted. Adjustments may be made to your Account Balance to reverse an error, reflect a merchant adjustment, or resolve a dispute regarding a transaction posted to your Account, among other reasons. These processing and adjustment entries could cause the Available Funds in your Account to have a negative balance or exceed your available margin credit. If the Available Funds in your Account is negative, you agree: (a) that Robinhood may automatically apply any subsequent deposits to your Available Funds to satisfy the negative balance and (b) to pay Robinhood on demand by a payment method authorized by Robinhood for the amount of the negative balance. If no future funds are added to your Available Funds, Robinhood may send you a

notice explaining the reason for the adjustment and requesting payment to satisfy the negative balance. If you exceed your available margin credit, your Account may be subject to a margin call.

14. Periodic Statements; Transaction History

You will get a monthly account statement, unless there are no transfer in a particular month. In any case you will get the statement at least quarterly. You may obtain information about the Available Funds in your Account and a history of your Robinhood Cash Management transactions on the App or online. Please refer to your Customer Agreement (available at <u>rbnhd.co/customer-agreement</u>) and the Robinhood Fee Schedule (available at <u>https://rbnhd.co/fees</u>, for details about obtaining your transaction history and paper statements.

15. Transactions in Foreign Currencies

Any purchase or withdrawal made in currency other than U.S. dollars will be converted to U.S. dollars by Mastercard, according to an exchange rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date.

16. Receipts

You should get a receipt for each Card transaction. You can get a receipt at the time you make any transfer to or from your Account using an ATM or a point-of-sale terminal. You agree to retain, verify, and reconcile your Card transactions and receipts.

17. Refunds

You will not receive cash refunds for Card transactions. If a merchant gives you a credit for merchandise returns or adjustments, the merchant may do so by processing a credit adjustment through the applicable Network. After such credit adjustment is processed by such Network and the Bank, the amount of the credit adjustment will be available to be returned to your Account. Neither the Bank nor Robinhood is responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that you purchase with your Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased.

18. Fees

We will not charge you any fees for the initial issuance or use of the Card. However, certain third-party fees may apply as further described herein. We will not charge you a fee to use your Card at any ATM in the Allpoint or MoneyPass networks, however, operators of other ATMs and cash dispensing devices, their networks, and merchants may charge you a fee. Note that you may also be charged a fee for a balance inquiry at an ATM that is not in the Allpoint or MoneyPass networks even if you do not complete a fund

transfer. We are not responsible for any such fee and they will be deducted from the balance of the Card, along with the withdrawal or transaction amount.

19. Confidentiality

The Bank may disclose information to third parties about you, your Card, or the transactions you make:

- 1. Where it is necessary or helpful for completing or correcting transactions and resolving claims regarding 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 a valid request by a government agency, a court order, or other legal or administrative reporting requirements;
- 4. If you consent by giving us your written permission;
- 5. To the Bank's and Robinhood's employees, auditors, affiliates, service providers, or attorneys as needed;
- 6. In order to prevent, investigate or report possible illegal activity;
- 7. In order to issue authorizations for transactions on the Card;
- 8. As permitted by applicable law; or
- 9. Otherwise as necessary to fulfill obligations of the Bank under this Agreement and to fulfill obligations of Robinhood under the Customer Agreement.

Please see Robinhood's and Sutton Bank's Privacy Policies (the "Privacy Policies"), available at https://about.robinhood.com/legal/ and https://www.suttonbank.com/ /kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf, for further details. You hereby agree to the Bank's and Robinhood's collection, use and sharing of information about you and the Card as provided in the Privacy Policies, which are made a part of this Agreement. The Privacy Policies also tell how you can (i) limit the ways in which the Bank and Robinhood share information about you, or (ii) request corrections to the information that the Bank or Robinhood maintain about you. You agree that information you provide in connection with your Card is being provided directly to both the Bank as the Card issuer and to Robinhood as the holder of the account associated with the Card.

20. Replacement Cards on Expiration

The expiration date of your Card is identified on the back of the Card. If you remain a user of the Account in good standing, the Bank may issue you a new Card. The Bank may also issue you a new Card when your Card expires even if you have no Available Funds in your Account. Keep your Card number and the contact information for Robinhood Customer Service in a safe place in case your Card is lost, stolen, or destroyed. If you need to replace your Card for any reason, please contact Robinhood Customer Service using the contact information set forth in your Customer Agreement, available at

<u>rbnhd.co/customer-agreement</u>. You will need to provide certain User Information so Robinhood can verify your identity.

21. Our Liability for Failure to Complete Transactions

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

- 1. If through no fault of Robinhood or the Bank, you do not have enough Available Funds in your Account to complete the transaction;
- 2. If a merchant refuses to accept your Card;
- 3. 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;
- 4. If an ATM where you are making cash withdrawal does not have enough cash;
- 5. If access to your Card has been blocked after you reported your Card lost or stolen;
- 6. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- 7. If Robinhood or the Bank have reason to believe the requested transaction is unauthorized;
- 8. If circumstances beyond the control of Robinhood or the Bank (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that Robinhood or the Bank have taken; or
- 9. For any other exception stated in this Agreement with you or by applicable law.

Please see the Electronic Fund Transfer Disclosures in Appendix A of your Customer Agreement for information concerning the liability of Robinhood with respect to your Card transactions.

22. Contact In Event of Unauthorized Transfer

If you believe your Card or PIN has been lost or stolen, or that a person has used your Card, Card number or PIN without your permission, please contact help@robinhood.com.

23. Errors or Questions About Electronic Transfers

Please see the Electronic Fund Transfer Disclosures in Appendix A of your Customer Agreement for information concerning what you should do in case of errors or questions about your electronic transfers, including your Card transactions, or if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt

24. Your Liability for Unauthorized Transactions/Lost or Stolen Cards

Please see the Electronic Fund Transfer Disclosures in Appendix A of your Customer Agreement (available at <u>rbnhd.co/customer-agreement</u>) for information concerning your liability for unauthorized transactions.

Upon notification to us that your Card may have been lost or stolen or there may be unauthorized transactions from your Robinhood Account we will cancel you Card (both your Virtual and Plastic Card). Upon your request, we will issue you a replacement Card. In connection to these actions, we may need certain information from you, such as your full name, Card number and transaction history details.

25. MasterCard Zero Liability Policy - Guidelines and Limitations

In addition to your limitation of liability under the Section above entitled "Your Liability for Unauthorized Transfers/Lost or Stolen Cards" and under the Electronic Fund Transfer Disclosures in Appendix A of your Customer Agreement, your liability for the unauthorized use of your Card may also be limited by Mastercard for transactions processed through the Mastercard Network. Subject to the limitations and exclusions stated below, in the Electronic Fund Transfer Disclosures in Appendix A of your Customer Agreement, and under the Mastercard rules, you will have no liability for a transaction that was not authorized by you if you exercised reasonable care in safeguarding the Card from risk of loss or theft, and, upon becoming aware of such loss or theft, promptly reported such loss or theft to Robinhood. The Mastercard Zero Liability Policy is subject to change without notice and changes made by Mastercard will automatically apply to your Card.

26. Assignment

To the extent permitted by applicable law, we may assign this Agreement without obtaining your consent. You may not assign or transfer your Card or this Agreement without our prior written consent.

27. Severability and Waiver

If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected. We do not waive our rights by delaying or failing to exercise them at any time.

28. Amendment

We may add to, delete, or amend this Agreement at any time in our sole discretion without providing notice to you, subject to applicable law. We reserve the right, subject to applicable law, to deliver to you any notice of changes to existing terms or the addition of new terms by posting an updated version of this Agreement on the Robinhood website at about.robinhood.com/legal or delivering notice of changes to you electronically.

29. Entire Agreement

This Agreement, together with your Customer Agreement, constitutes the entire and sole agreement between you and us with respect to the Card program and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Card program.

30. Cancellation and Suspension

To the extent permitted by applicable law, Robinhood or the Bank may cancel or suspend your Card or we may cancel or suspend this Agreement immediately, for any reason, and without notice to you. We will provide you notice of any such changes as required by applicable law. However, if the change is made for security purposes, we can implement such changes without prior notice. You may cancel your Card or this Agreement at any time by notifying Robinhood Customer Service using the contact information in your Customer Agreement. Cancellation or suspension of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to such cancellation or suspension.

31. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

32. Indemnification

At our request, you agree to defend, indemnify, and hold harmless the Bank, Robinhood, and their respective parents, subsidiaries, and other affiliated companies, and each of their respective 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.

33. LIMITATION OF LIABILITY

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 the Cards 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 Cards, any products or services purchased using the Cards, or this Agreement (as well as any related or prior agreement that you may have had with us.

WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW.

34. No Warranty of Availability or Uninterrupted Use

From time to time the Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information from your Card, including the available balance of funds associated with your Card. Please notify Robinhood Customer Service using the contact information set forth in your Customer Agreement if you have any problems using your Card. You agree that the Bank, Robinhood, and their respective affiliates, employees, or agents are not responsible for any interruption of service.

35. Disclaimer of Warranties

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY

DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

36. English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of 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.

37. Monitoring/Recording of Communications

You agree that from time to time, without further notice to you, the Bank or Robinhood may monitor and/ or record telephone calls and electronic communications between you and the Bank or Robinhood, as applicable, to assure the quality of customer service or as required by applicable law.

38. No Warranty Regarding Goods or Services as Applicable

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

39. Section Headings

Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

40. Arbitration

Any claim, dispute, or controversy ("Claim") between you and us arising out of or relating in any way to this Agreement, your Card, your acquisition of the Card, your usage of the Card, or transactions on the Card, 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 in your state of residence at a location that is reasonably convenient for both parties.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY.

We will pay the initial filing fee to commence the arbitration.

You and we will have every remedy available in arbitration as you and we would have from a court and will be entitled to reasonable discovery. All determinations as to the scope, interpretation, enforceability and

validity of this Agreement shall be made finally and exclusively by the arbitrator. The arbitrator's award will 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 SHALL BE ALLOWABLE IN ARBITRATION.

This arbitration provision shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

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.

Solely for purposes of this Section 40 ("Arbitration"), "We" or "Us" shall mean the Bank, Robinhood, and each of their respective successors, affiliates or assignees as well as any third party using or providing any product, service or benefit in connection with the Card.

YOU AGREE THAT AT THE REQUEST OF ROBINHOOD, ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT MAY BE CONSOLIDATED WITH AN ARBITRATION PROCEEDING UNDER YOUR CUSTOMER AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD AND CONTACT CUSTOMER SERVICE TO CANCEL YOUR CARD.

This Card is issued by Sutton Bank, Member FDIC, pursuant to license by Mastercard ®. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.