Cardholder Agreement

Odola Visa Debit Card

Last Updated: July 2026

1. Introduction

This Cardholder Agreement (this **“Agreement”**) is a legal agreement between you, the cardholder (**“you”** or **“your”**), and Lead Bank, Member FDIC (**“Lead Bank,”** the **“Bank,” “we,” “us,”** or **“our”**). It governs the Odola Visa® Debit Card (the **“Card”**) that Lead Bank issues to you, pursuant to a license from Visa U.S.A. Inc., and that is linked to your Odola Account held at Lead Bank (your **“Account”**).

Odola Inc. (**“Odola”** or the **“Program Manager”**) is a financial technology company and is not a bank. Odola acts as Lead Bank’s program manager and service provider for specified onboarding, technology, servicing, customer-support, compliance-support, payment-instruction, and related functions. Lead Bank issues the Card and holds your Account funds for your benefit; Odola does not issue the Card and does not hold, possess, or control Account funds.

Odola is a financial technology company, not a bank. Banking services provided by Lead Bank, Member FDIC. The Odola Visa Debit Card is issued by Lead Bank pursuant to a license from Visa U.S.A. Inc. Terms apply.

Please read this Agreement together with the Lead Bank Account Agreement, also referred to as the Accountholder Agreement (the **“Account Agreement”**), the Odola Platform Terms of Service (the **“Platform Terms”**), the Fee Schedule, the Odola Privacy Notice and Lead Bank privacy notices, the E-Sign Consent, any separate TCPA Consent Disclosures, and, if you use international transfer services, the International Money Transfer Service Terms. This Agreement is one of the **“Bank Agreements”** described in the Account Agreement and the Platform Terms. Capitalized terms used but not defined in this Agreement have the meanings given in the Account Agreement.

This Agreement governs your Card; the Account Agreement governs your Account. Read together, for matters specific to the Card, this Agreement controls, and for matters concerning your Account and Account funds, the Account Agreement controls. The order of precedence among all of the documents that apply to the services made available to you (the “Services”) is set out in the Account Agreement.

You consented to receive this Agreement and related disclosures electronically before opening your Account, and you can access and download the current version at any time in the App under Account > Legal Documents. By activating, signing, or using the Card, or by authorizing or permitting another person to use the Card, you agree to be bound by this Agreement. If you do not agree, do not activate or use the Card.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THIS AGREEMENT, YOU ARE AGREEING, WITH LIMITED EXCEPTIONS, TO RESOLVE DISPUTES RELATING TO THE CARD THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT, AND TO WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. THESE PROVISIONS ARE SET OUT IN SECTION 12 OF THIS AGREEMENT AND IN SECTION 22 OF THE ACCOUNT AGREEMENT, WHICH APPLIES TO THE CARD. YOU MAY OPT OUT OF ARBITRATION AS DESCRIBED THERE.

2. Definitions

In addition to terms defined elsewhere in this Agreement, the following terms have the meanings set out below:

Account	Your Odola Account held at Lead Bank for your benefit, governed by the Account Agreement, to which the Card is linked.
App	The Odola mobile application and any related Odola website or digital interface through which you access the Account and Card.
Authorized User	Any person you permit to use the Card or Card information, or to whom you make the Card available.
Bank Agreements	This Agreement, the Account Agreement, the Platform Terms, the Fee Schedule, and the other agreements, disclosures, and consents that apply to the Services, as described in the Account Agreement.
Business Day	Monday through Friday, excluding federal holidays.
Card	The Odola Visa Debit Card issued by Lead Bank, including any virtual, physical, or replacement Card and the Card number.
Fee Schedule	The schedule of fees applicable to the Account, the Card, and related transactions, made available with your account-opening disclosures and in the App, as updated from time to time.
PIN	The personal identification number used to authenticate certain Card transactions.
Visa	Visa U.S.A. Inc. and its affiliates, and the Visa payment network.

3. Your Card and How to Use It

3.1 Card ownership

The Card is and remains the property of Lead Bank. You may not transfer or assign the Card to any other person. You must surrender the Card, and stop using it, immediately upon our request or upon closure or suspension of the Account or the Card.

3.2 Activation and PIN

You must activate the Card before use, following the instructions provided in the App. You are responsible for selecting and safeguarding your PIN and any other Card credentials. Do not write your PIN on the Card or store it with the Card, and do not share your PIN, Card number, or login credentials with anyone.

3.3 Authorized Users

You are responsible for all use of the Card by you and by any Authorized User, and for any transactions an Authorized User conducts, even if the transaction exceeds any limit you intended to set. Allowing another person to use the Card or Card information is treated as your authorization of that use and of all resulting transactions, until you notify us that the person is no longer authorized and we have had a reasonable opportunity to act. You agree to ensure that each Authorized User complies with this Agreement.

3.4 Permitted uses

Subject to available funds in your Account and to the limits and controls described in this Agreement, you may use the Card to: make purchases of goods and services everywhere Visa debit cards are accepted; make payments to merchants in person, online, by phone, or through a mobile wallet; and withdraw cash at ATMs and other permitted locations. The Card is a debit card that draws on the available balance in your Account. It is not a credit card, and your Account does not include an overdraft service or any credit feature, as described in the Account Agreement.

3.5 Prohibited uses

You agree not to use the Card, and not to permit the Card to be used, for any purpose prohibited by the Account Agreement, by applicable law, or by the rules of Visa or any applicable network, including any unlawful purpose, any internet gambling transaction not permitted by applicable law, or any activity that we or Odola reasonably determine to present excessive risk, to be fraudulent, or to be inconsistent with the Bank Agreements. We or Odola may decline or block transactions that we reasonably believe to be prohibited, unauthorized, fraudulent, or unlawful.

4. Card Transactions, Authorizations, and Limits

4.1 Authorizations and holds

When you use the Card, the transaction amount is checked against your available balance. Certain merchants (for example, hotels, car rental companies, and fuel stations) may request authorization for an estimated amount that differs from the final transaction amount. We may place a temporary hold on the corresponding portion of your available balance until the transaction settles or the hold expires in accordance with network rules. Held funds are not available for other transactions while the hold is in place.

4.2 Declined transactions

A transaction may be declined if you do not have sufficient available funds, if the Card or Account is suspended or closed, if a limit would be exceeded, if required security or verification steps are not completed, or if the transaction is declined for risk, fraud-prevention, legal, or compliance reasons. We are not liable for any loss arising from a declined or delayed transaction except as required by applicable law.

4.3 Limits

Limits may apply to Card transactions, including daily and per-transaction purchase limits and ATM withdrawal limits, consistent with the transaction limitations described in the Account Agreement. Limits may be set by transaction type, Account status, destination, risk review, fraud-prevention controls, regulatory requirements, and other program criteria, and may change from time to time as permitted by applicable law and the Bank Agreements. The limits applicable to your Card are shown in the App.

4.4 Foreign transactions

If you use the Card for a transaction in a currency other than U.S. dollars, the transaction will be converted to U.S. dollars by Visa in accordance with its operating rules, generally using a rate selected by Visa from the range of rates available in wholesale currency markets, or a government-mandated rate, in effect on the applicable date. Any foreign transaction or currency conversion fees are set out in the Fee Schedule. International money transfers initiated through the App are a separate service and are governed by the International Money Transfer Service Terms and the applicable remittance disclosures, not by this Agreement.

4.5 Recurring and stored-card transactions

If you authorize a merchant to charge the Card on a recurring basis or to store your Card credentials, you are responsible for managing those authorizations directly with the merchant. If your Card number changes (for example, on reissue), recurring charges may be interrupted, and updated Card information may be shared with participating merchants through Visa account-updater services unless you opt out where that option is available.

5. Fees

The fees that apply to the Account, the Card, and Card transactions, and the conditions under which they apply, are set out in the Fee Schedule, which is provided with your account-opening disclosures and is available in the App. To avoid inconsistency, fee amounts are not restated in this Agreement; the Fee Schedule controls. Fees may change in accordance with Section 9 (Fee Schedule) and Section 16 (Changes to This Agreement) of the Account Agreement and applicable law.

6. Your Liability for Unauthorized Use; Lost or Stolen Cards

Contact us immediately — through the App, by email at support@odola.com, by phone at (508) 2059847, or using the “Report a lost or stolen card” function in the App — if you believe your Card has been lost or stolen, if you believe your PIN or Card credentials have been compromised, or if you believe that an electronic fund transfer has been or may be made without your permission. The in-App lost-or-stolen reporting function is available at all times. Prompt reporting helps protect you and limits your liability.

Zero Liability. Under Visa's Zero Liability Policy, you are not responsible for unauthorized transactions processed on the Visa network if you notify us promptly upon becoming aware of the loss, theft, or unauthorized use and you have exercised reasonable care in safeguarding the Card. Visa's Zero Liability Policy does not apply to certain commercial card and anonymous prepaid card transactions, or to transactions not processed by Visa, and is subject to Visa's applicable rules, restrictions, and limitations.

Regulation E. Your Card transactions are electronic fund transfers. Your rights, and the limits on your liability for unauthorized electronic fund transfers, are governed by the Electronic Fund Transfer Act and Regulation E, Subpart A, and are set out in full in Section 11 (Your Liability for Unauthorized Transfers and Error Resolution) of the Account Agreement, which applies to Card transactions and controls. Where Visa's Zero Liability Policy and Regulation E both apply, you receive the greater protection. To preserve your rights, you must notify us promptly, and in any event within the timeframes set out in Section 11 of the Account Agreement.

7. Your Rights If There Is an Error or a Problem with a Transaction

If you think your statement, transaction history, or a receipt is wrong, or if you need more information about a Card transaction, contact us as soon as possible using the details in Section 6 or Section 13. The procedures for reporting and resolving errors involving electronic fund transfers, including the information you must provide, the timeframes that apply, and when provisional credit may be issued, are set out in Section 11 (Your Liability for Unauthorized Transfers and Error Resolution) of the Account Agreement, which applies to Card transactions and controls. You will not be required to put your complaint or question in writing as a condition of preserving your Regulation E error-resolution rights, except where applicable law specifically permits.

Disputes about goods or services purchased with the Card may also be subject to Visa chargeback rights; we will tell you how to raise a dispute when you contact us. Errors and cancellation rights for international money transfers are handled separately under the International Money Transfer Service Terms and the applicable remittance error-resolution procedure, as required by Regulation E, Subpart B, and as summarized in Section 11(f) of the Account Agreement.

8. Suspension, Cancellation, Expiration, and Replacement

8.1 Suspension and cancellation by us

Lead Bank or Odola may suspend, block, cancel, restrict, or decline to reissue the Card at any time, with or without prior notice and as permitted under Section 12 (Account Holds, Suspension, Restriction, and Closure) of the Account Agreement, including to manage risk; to prevent or respond to suspected fraud, unauthorized use, or unlawful activity; to comply with applicable law, network rules, or our compliance obligations; or if your Account is closed or restricted. Suspension or cancellation of the Card does not by itself close your Account, and closure of your Account will result in cancellation of the Card.

8.2 Cancellation by you

You may stop using the Card and ask us to cancel it at any time through the App or by contacting customer support. Cancelling the Card does not relieve you of responsibility for transactions made before cancellation takes effect, including authorized transactions that have not yet settled and recurring charges you arranged with merchants.

8.3 Expiration and replacement

The Card has an expiration date shown on the Card or in the App. Subject to the Account remaining open and in good standing, and to applicable law and network rules, we may issue a replacement or renewal Card. A new or replacement Card may carry a different Card number, which can interrupt recurring charges as described in Section 4.5.

9. Privacy

How your personal information is collected, used, shared, and protected in connection with the Card is described in the Odola Privacy Notice and the Lead Bank privacy notices, including the federal privacy rules that apply under the Gramm-Leach-Bliley Act, and in Section 14 (Privacy and Data Sharing) of the Account Agreement. Each notice is provided to you and available in the App under Account > Legal Documents. By using the Card, you acknowledge those notices. Information about Card transactions may be shared among Lead Bank, Odola, Visa, and service providers as needed to process transactions, provide the Card program, prevent fraud, and meet legal and regulatory requirements.

10. Electronic Communications and Statements

You agreed to the E-Sign Consent before opening your Account, and you consent to receive this Agreement, the Fee Schedule, periodic statements, change-in-terms notices, error-resolution notices, and other Card-related communications electronically, through the App, email, or other electronic means, to the extent permitted by law and as described in Section 15 (Communications and Electronic Records) of the Account Agreement. You may withdraw your consent or request paper copies as described in the E-Sign Consent; doing so may affect your ability to use the Card or the Account. Any consent that applicable law requires us to present separately, including any separate TCPA consent for marketing calls or texts, is not bundled with acceptance of this Agreement and is not a condition of obtaining or using the Card.

Periodic statements showing your Card transactions are made available each statement cycle in which there is account activity, or as otherwise required by applicable law, in the App, with notice that the statement is ready. Review your statements and transaction history promptly and report any error or unauthorized transaction as described in Sections 6 and 7.

11. Changes to This Agreement

We may add to, delete, or change the terms of this Agreement from time to time. We will provide at least thirty (30) days' prior notice of any change that adversely affects your rights, except where a shorter notice period is required or permitted by law, consistent with Section 16 (Changes to This Agreement) of the Account Agreement. Notice may be provided through the App, by email, or by another permitted electronic method. If you do not agree to a change, you may stop using the Card and close your Account before the change takes effect. Your continued use of the Card after the effective date of a change means you accept the change, except where applicable law provides otherwise. The current version of this Agreement is always available in the App under Account > Legal Documents.

12. Governing Law and Dispute Resolution

Your Card and the services Lead Bank provides under this Agreement are governed by the Federal Arbitration Act, applicable federal law, and, to the extent state law applies, the laws of the State of Missouri, without regard to conflict-of-laws principles. Subject to the arbitration provisions described below, and except where prohibited by applicable law, the exclusive forum for any dispute relating to the Card that is not subject to arbitration is the state or federal courts located in Jackson County, Missouri, and you consent to the personal jurisdiction of those courts.

The Card is part of the “Services” under the Account Agreement. Accordingly, the dispute-resolution provisions in Section 22 (Dispute Resolution; Arbitration; Class-Action Waiver) of the Account Agreement apply to disputes relating to the Card and are incorporated into this Agreement by reference. Among other things, those provisions require the parties first to attempt to resolve a dispute informally; provide that, with limited exceptions, disputes are resolved by binding, individual arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules; and include a class-action waiver and a jury-trial waiver.

You may opt out of arbitration by sending written notice within thirty (30) days after first agreeing to this Agreement, by email to support@odola.com with the subject line “Arbitration Opt-Out,” or by mail to Odola Inc., 625 Massachusetts Ave., 2nd Floor, Cambridge, MA 02139, stating your name, the email address associated with your Account, and that you opt out of arbitration. Opting out does not affect any other part of this Agreement. Nothing in this Section limits any non-waivable consumer-protection rights you may have, including any right to bring a claim in small-claims court or rights under the Electronic Fund Transfer Act, Regulation E, or applicable remittance-transfer rules.

13. General Provisions and How to Contact Us

13.1 Contacting us

You can contact us about the Card, report a lost or stolen Card, or raise a question or error, through Odola, acting as Lead Bank’s program manager and servicer: in the App; by email at support@odola.com; by phone at (508) 205-9847; or by mail at Odola Inc., 625 Massachusetts Ave., 2nd Floor, Cambridge, MA 02139. For complaints, you may also email complaints@odola.com. You may contact Lead Bank at 1801 Main St., Kansas City, MO 64108, clientsupport@lead.bank, or (866) 8459545. You may also contact the Consumer Financial Protection Bureau at (855) 411-2372 or www.consumerfinance.gov.

13.2 Assignment

You may not assign or transfer this Agreement or the Card. We may assign or transfer this Agreement, or our rights and obligations under it, in whole or in part, to an affiliate, successor, acquirer, service provider, sponsor bank, or other party in connection with a merger, acquisition, reorganization, sale of assets, change in control, program transition, sponsor-bank transition, or other business transaction, subject to applicable law, required notices, and the Bank Agreements.

13.3 No waiver; severability

Our failure or delay in enforcing any provision of this Agreement is not a waiver of that provision or of any other provision. If any provision of this Agreement is found to be unenforceable, the remaining provisions remain in full force and effect.

13.4 Entire agreement

This Agreement, together with the Account Agreement, the Platform Terms, the Fee Schedule, the applicable privacy notices, and the other Bank Agreements and disclosures referenced in them, is the entire agreement between you, Lead Bank, and Odola regarding the Card, and supersedes any prior understanding regarding the Card.