

nbkc bank  
CONSUMER DEPOSIT ACCOUNT AGREEMENT

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

*This document is effective as of **October 1<sup>st</sup>, 2021.***

**"CUSTOMER SERVICE" CONTACT INFORMATION:**

**MAILING ADDRESS:** 660 York St, Ste 102, San Francisco, CA 94110

**SUPPORT EMAIL:** [support@empower.me](mailto:support@empower.me)

**PHONE NUMBER:** (888) 943-8967

**WEBSITE:** [www.empower.me](http://www.empower.me)

**INTRODUCTION.** This agreement (the "Agreement") contains the terms and conditions governing certain deposit accounts made available and provided by the Bank, **nbkc bank**, which is referred to as "Bank," "we," "our," and "us." The Bank is chartered under the laws of the state of Kansas, member of the Federal Deposit Insurance Corporation ("FDIC") and is made on behalf of **Empower Finance, Inc.** ("Platform"), the program partner responsible for managing the Account and providing customer service to you. "You," "your," and "Account Owner" refer to the owner of the Account. You may submit a request to open the Account at the Platform's website (the "Website") by visiting the Website or by using the Platform mobile banking application (the "Mobile App"). Bank may refuse to process any transaction(s) that it believes may violate the terms of this Agreement or applicable law.

**Your Account is provided and issued by nbkc bank, Member FDIC. The Empower Visa Debit Card is issued by nbkc bank pursuant to a license from Visa®. Empower Finance, Inc. is a financial technology company, not a bank.**

Bank's business days are Monday through Friday, excluding federal holidays.

This Agreement applies to the following account types offered by the Bank:

- Empower Checking (Interest Bearing)

**ACCOUNT ELIGIBILITY.** The Account is available to consumers who are citizens or permanent residents of the fifty United States ("U.S.") and the District of Columbia who are at least 18 years of age, 19 in Alabama and Nebraska, and 21 in Mississippi and Puerto Rico with a valid Social Security number or Tax Identification Number. You must agree to accept electronic, rather than paper statements. Your acceptance of electronic statements means; (i) you must keep Bank and Platform supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and electronic statements).

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW 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 AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENTS. WE MAY USE INFORMATION FROM THIRD PARTIES TO HELP US DETERMINE IF WE SHOULD OPEN YOUR ACCOUNT OR KEEP YOUR ACCOUNT OPEN.

**Authorization for the Social Security Administration to Disclose Your Social Security Number Verification.** You authorize the Social Security Administration (SSA) to verify and disclose to Bank and Platform, through their third-party service providers, for the purpose of verifying your identity whether the name, Social Security Number (SSN) and date of birth that was submitted to Bank and Platform matches information in SSA records. Your consent is for a one-time validation within the next 90 days. By submitting your application for an Account, you are signing the consent for SSA to disclose your SSN Verification to Bank and Platform. You agree that your electronic signature has the same legal meaning, validity, and effect as your handwritten signature.

**CONSENT TO USE ELECTRONIC SIGNATURES AND COMMUNICATIONS AND STATEMENTS.** To the fullest extent permitted by law, this Agreement, account statements, notices and other communications (collectively, "**Communications**") from Bank to you regarding your Account(s) and related services with Bank 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 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. Bank reserves the right to provide Communications in paper format.

Your consent to receive Communications electronically is valid until you revoke your consent by notifying Bank of your decision to do so. If you revoke your consent to receive Communications electronically, Platform will terminate your right to use the Platform Website and/or Mobile App or to obtain or maintain Platform Account(s) and related services, and you accept sole liability for resulting from an involuntary termination of your Platform Account(s) and related services, to the extent permitted by law.

Except as expressly provided otherwise in this Agreement, Bank or Platform will mail, send electronically, or otherwise make Communications available to you. Please review promptly all Communications Bank or Platform, as Bank's agent, delivers or makes available to you. If Communications are mailed to you, they will be delivered to you at the postal address shown in the Bank's records. If Communications are sent to you electronically, they will be delivered to you at the email address shown in the Bank's records or otherwise made available to you on the Platform Website and/or Mobile App. However, the Bank retains 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. Any account owner or authorized signer of a joint account may change the mailing address for your Account. Notice to any one account owner shall constitute notice to all joint account owners in a joint account. You may withdraw your consent to the electronic communications at any time by contacting Bank at: 8320 Ward Parkway, Kansas City, MO 64114.

**COMMUNICATION.** By providing a phone number, cellular phone number or other wireless device telephone number, you are expressly consenting to receive communications at that number from the Bank and the Bank's agents. Such communications may include, but are not limited to, text messages, prerecorded or artificial voice message calls and/or calls made by an automatic telephone dialing system. This express consent applies regardless of the call purpose. **Telephone Monitoring/Recording.** Platform or Bank may monitor and/or record telephone calls between you and Platform or Bank to assure the quality of Platform or Bank's Account service team or as required by applicable.

#### **TYPES OF ACCOUNTS COVERED BY THIS AGREEMENT.**

**DEPOSIT ACCOUNTS, GENERALLY.** From time to time, we may offer or you may open a variety of deposit accounts. "Account" means the checking, savings, money market savings, or other account type specified in this Agreement you have opened with us or about which you have inquired. Each such Account is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. If you open multiple Accounts, you may receive a Rate and Fee Schedule for each Account, but this Agreement will cover all your Accounts with us. Each of you will be jointly and severally liable to us for debit balances in the Account, including without limitation overdrafts and Account charges, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and Bank's reasonable attorneys' fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

**CHECKING ACCOUNTS.** Checking accounts are offered for the purposes of conducting deposits and withdrawals, as defined in this Agreement. If we offer NOW accounts, the account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations or business partnerships.

**SAVINGS ACCOUNTS.** Savings accounts are offered for the purposes of depositing funds, as defined in this agreement. The savings account may be interest bearing or non-interest bearing, as disclosed in the Rate and Fee Schedule. Deposits, withdrawals and/or transfers are not limited on savings accounts.

#### **ACCOUNT OWNERSHIP.**

Based upon the type of account(s) offered by Platform and subsequent ownership that you have designated; the following terms and conditions apply.

**INDIVIDUAL ACCOUNTS.** An 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 Account cannot be owned or titled jointly, by an organization, as Payable on Death ("POD") or "In Trust For" ("ITF").

**MULTIPLE-PARTY ACCOUNTS.** *Joint Account Ownership* is an account with two or more Account Holders is a joint account. If your account is a joint account, you own your account as **Joint Tenants with Right of Survivorship**. As a joint account with right of survivorship, upon the death of one of the joint Account Holders, that person's ownership interest in the Account will immediately pass to the other joint Account Holder(s). If your Account also contains a payable on death (P.O.D.) designation, upon the death of the last remaining Account Holder, ownership of the funds belongs to the payable on death payee(s). P.O.D. designations are subject to the P.O.D. Account rules as stated below. Each joint Account Holder, without the consent of any other Account Holder, may, and hereby is authorized by every other joint Account Holder, to make any transaction permitted under the Agreement, including without limitation: to withdraw all or any part of the account funds; to pledge the account funds as collateral to Bank for any obligation, whether that of one or more Account Holders or of a third party; to endorse and deposit checks and other items payable to any joint Account Holder; to give stop payment orders on any check or item, whether drawn by that Account Holder or not; and, to close the account, with the disbursement of account proceeds as instructed by the joint Account Holder. Each joint Account Holder is authorized to act for the other Account Holder(s) and Bank may accept orders and instructions regarding the account from any joint Account Holder. If Bank believes there to be a dispute between joint Account Holders or Bank receives inconsistent instructions from the Account Holders, Bank may suspend or close the account, require a court order to act, and/or require that all joint Account Holders agree in writing to any transaction concerning the account. Your obligations under the Agreement are joint and several. This means that each joint Account Holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint Account Holder benefited from the withdrawal. If you establish a joint account without the signature of the other joint Account Holder(s), you agree to hold Bank harmless for reliance upon your designation of the other joint Account Holder(s) listed on Bank's documents. Further, the Account is subject to the right of set off as set forth in the section titled "Right to Set Off".

**Death, Incapacitation, and Payable on Death (P.O.D.)** You or your appointed party, designee, or appointed individual agree to notify Bank promptly if you become legally incapacitated, are deemed incompetent, or die. Bank will continue to accept deposits and process transaction instructions into and from your Account until Bank: (i) is notified of your death or adjudication of incompetency and (ii) has a reasonable opportunity to act. You agree that, even if Bank has knowledge of your death, it may pay or process transactions on your Account on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest

in the Account. Bank may require additional documentation to confirm any claims made on the Account. **Payable on Death (P.O.D.).** A Payable on Death designation is for an account that is payable to the Account Holder during his or her lifetime. As the owner of the Account, you may withdraw money from the Account and may, by written direction to us, change the P.O.D. payee(s) under the Account. When the Account Holder dies, the Account is owned by the surviving P.O.D. payee(s). If there is more than one surviving P.O.D. payee, the Account shall be paid in equal shares to the surviving P.O.D. payee(s). If the P.O.D. Account is held by more than one person, it is owned as a multiple-party account with right of survivorship. If there is no surviving P.O.D. payee upon the death of the last owner, the funds will belong to the estate of the last Account Holder. **Registration in Beneficiary Form.** The Bank may require an Account to complete a registered in beneficiary form allows the Account Holder to direct the funds in the P.O.D. Account to named beneficiary payee(s). Accounts will be governed by the laws of the State of Kansas regarding probate activities.

**Power of Attorney (P.O.A.).** Bank may, but is not required to, honor your orders and instructions to give another person authority to make transactions on your 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." Bank may refuse to accept a power of attorney for reasonable cause, and Bank may require the Agent to sign an affidavit stating that the power of attorney presented to Bank 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 Bank with any information if an affidavit presented to Bank 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 Bank in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until (i) Bank receives written revocation from the Principal; (ii) Bank receives written notification of the Principal's death, or (iii) Bank receives written notification of the death or incapacity of the Agent. The Bank is not required to monitor any actions taken by your Agent.

### **INTEREST, BALANCE METHODS, AND FEES.**

**INTEREST.** This section contains information related to disclosures required under the Truth in Savings Act. If your account(s) is an interest-bearing account, the following information in this "Truth in Savings Disclosure" section applies:

**(A) Minimum Deposit to Open an Account.** There is no initial deposit required to open an Account.

**(B) Payment of Interest.** We will pay interest at the annual rate specified in the Rate and Fee Schedule.

**(C) Minimum Balance Requirements.** There are no minimum balance requirements to maintain an account.

**(D) Interest Compounding and Crediting.** The interest on your account will be compounded daily and credited monthly. Compounding generally means that interest is being accrued on earned interest. The Daily Balance calculation uses the balance in the account as of 4:00pm Central Time each Business Day. Credits or Debits received after the cutoff time are not included in that day's Daily Balance. Interest may be compounded more frequently than interest is credited to your Account. If you fail to achieve at least one half of one cent of interest in the given month, the bank may not pay the interest earned in that month.

**(E) Interest Accrual.** Interest on all transaction begins to accrue no later than the business day the deposit is applied to your Account and the funds are made available to you. Bank may accrue interest on your Account more frequently than it is paid or credited. The interest that has been calculated but not paid to the Account is called accrued unpaid interest.

**(F) Forfeit of Uncredited Interest.** If your Account is closed prior to the end of the statement cycle, any accrued interest earned, but not credited, for that cycle will be forfeited.

**(G) Interest Rate Changes.** Platform and/or Bank has the right to change the interest rate and Annual Percentage Yield (APY) at any time and at Platform and/or Bank's sole discretion. There is no limit to the frequency of interest rate changes.

**BALANCE METHODS.** As used in this Agreement, the "daily balance" method means "the application of a daily periodic rate to the full amount of principal in the account each day."

**FEES AND CHARGES.** Subject to applicable law, you agree to pay us the fees and charges shown in the Rate and Fee Schedule as are applicable to your Account or for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of the financial institution. We will notify you of the changes, to the extent required by law. **ATM Fees.** When you use an ATM, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). Refer to the Rate and Fee Schedule in this Agreement for complete ATM fee information.

### **DEPOSITS AND WITHDRAWALS.**

**GENERAL RULES.** The Account and your obligations under this Agreement may not be assigned. Bank may transfer its rights under this Agreement. Use of the Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. Bank does not waive its 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.

**DEPOSIT RULES.** The following terms apply to deposits made to your Account: **(A) Endorsements.** You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and Account number. We may permit you to deposit an electronic image or other electronic information related to a paper check through a service we provide that allows you to use a device, such as a mobile phone, to create and send to us such electronic image or information electronically. Before capturing an electronic image or electronic information of a paper check, you must endorse the check

payable to the order of us "for mobile deposit only", followed by your signature and Account number, or any alternative restrictive endorsement we may allow and communicate to you. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. **(B) Final Payment.** All non-cash items (for example, checks) deposited to your Account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your Accounts for the amount of the returned item. We reserve the right to refuse any item for deposit into your Account. **(C) Direct Deposits.** If we offer direct deposit services for automatic preauthorized deposits to your Account of Social Security payments or automatic transfers from your other accounts with us, you must notify us at least 30 days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your Account as provided in the Final Payment paragraph. **(D) Crediting of Deposits.** The *Funds Availability Policy Disclosure* provided to you reflects our policies relating to the availability of deposited funds. **(E) Substitute Checks and Electronic Files Pertaining to Original Checks.** If you deposit a "substitute check" (as defined in Regulation CC § Section 229.2(aaa)) or a purported substitute check into your Account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. **(F) Deposit Discrepancies.** When you make a deposit to your account, we will credit your account for the amount of the deposited items. We reserve the right to review the deposit and confirm the amount of funds you deposited but are not required to do so. If after any review we determine that the amount credited to your account is incorrect, we may adjust your account for the amount of the discrepancy but reserve the right not to do so if the discrepancy would not be a disadvantage to you. **No Deposits in Cash, Paper Checks or Foreign Currency** **(G).** Bank is not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by Bank. Bank does not accept deposits made in cash. If you mail a cash deposit, the cash will be sent back to the address Bank has for you on file.

**WITHDRAWAL RULES.** The following terms apply to withdrawals from your Account: **(A) Manner of Withdrawal.** You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. We may refuse to accept any check other than standard checks provided by us or approved by us in advance. Withdrawals and transfers from your Account may be restricted as provided in the Agreement or by applicable law. **(B) Withdrawal Restrictions and Overdrafts.** We do not have to allow you to make a withdrawal from your Account if you do not have sufficient available funds in the Account to cover the full amount of the withdrawal. If there are available funds to cover some, but not all, of the withdrawals or other debits to your Account on a single business day, we will post the checks for which there are sufficient available funds in any order we may choose at Bank's sole discretion. We may pay other withdrawals or debit items (such as charges) prior to paying any checks, and we may post those other withdrawals or debit items in any order we may choose at our sole discretion. If there are insufficient funds available in your Account to cover a withdrawal or debit presented against your Account, we may reject the withdrawals. Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. **(C) Standard Overdraft Policy / No Overdrafts.** Unless we have agreed to a separate overdraft protection agreement with you, the standard bank policy does not allow overdrafts of your Account(s) and we are not obligated to pay any overdraft. Subject to the special rules for transactions at an ATM and one-time Debit Card transactions, we may assess a service charge on any withdrawal created by check, ATM withdrawal, or other electronic means that results in an overdraft, whether we pay the overdraft or not. If we pay the overdraft, you agree to deposit funds sufficient to cover the overdraft plus any service charge we impose. **(D) Notice Requirements.** Federal regulations require us to retain the right to require you to give at least seven (7) days' notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right. **(E) Postdated Items.** You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the check, along with the name of the payee. Notices are effective for the time periods stated under "Stop Payment Orders". You agree that we may return a postdated check to the presenter. **(F) Stale Checks.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. **(G) Signatures.** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to Bank's customers. In light of this, you agree that we do not fail to exercise ordinary care in paying an item solely because Bank procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it. **(H) Preauthorized Drafts.** If we are unable to enforce presentment and transfer warranties on remotely created checks under Regulation CC, then if you voluntarily give information about your Account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you. **(I) Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. The merchant or other payee uses the check information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment.

A description of the transaction will appear on your statement from us. Checks used in these types of transactions will not be returned with your statement. This type of electronic funds transfer from a consumer account is governed by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosure(s). **(J) Re-presented Checks.** If a merchant electronically re-presents a check returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Funds Transfer Act. See section titled Checks involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check. If a merchant electronically collects a fee associated with the re-presentation of a check, the fee transaction is covered by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosures if the fee is debited as an electronic funds transfer from a consumer account. A description of the transaction will appear on your statement. **(K) Check Legends.** We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined.

## **ACCOUNT SERVICES AND FEATURES.**

**DEBIT CARD / ATM CARD / ACCESS DEVICE.** The abbreviation "Card" or "Debit Card" means the magnetic encoded card device used to conduct transactions on an Account. You may use the Card and PIN issued to you to pay for purchases from merchants who have agreed to accept the Card at Point of Sale (POS) terminals within the networks identified on your Card and such other terminals as the Bank may designate from time to time. All transactions will be deducted from the Account that is linked to your Card. To complete a transaction, there must be sufficient funds in your account. Point of Sale (POS) transactions involving a refund will be credited back to the account that the transactions were originally debited. When you use your Card or Card number to initiate a transaction at certain merchant locations, websites or mobile applications, such as hotels, restaurants, gas stations, and rental car companies, 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 Bank the final transaction amount. Once Bank receives the final transaction amount, it may take up to seven days for the hold to be removed. During that period, you will not have access to the funds subject to the hold.

Platform has the right to refuse to issue a Debit Card or delay issuance of a Debit Card at its sole discretion

You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs within the networks identified on your Card and such other facilities as we may designate from time to time.

**Limitation on Amount of Transactions.** Depending on transaction activity and other factors, we may adjust limits on your Debit Card; these limits may change at any time and without notice. You may withdraw up to a maximum of \$510.00 per Visa Calendar Day in cash from an ATM. You may purchase up to a maximum of \$2,000.00 worth of goods and services per day, exclusive of ATM withdrawals, using your Debit Card. Debit limits for Account Funding Transactions (AFT) and Peer-to-Peer (P2P) transactions are limited to up to \$5,000.00 per Visa Calendar Day.

**Personal Identification Number (PIN).** The abbreviation "PIN" or word "code" means a personal identification number. The Card PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties, recorded on the card, or recorded anywhere else. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign or transact on your accounts. Contact Customer Service IMMEDIATELY if you believe: (a) the Card has been lost or stolen, (b) someone has gained unauthorized access to any access information for your Account, or (c) someone has transferred or may transfer funds from the Card without your permission.

**Preauthorized Card Transfers.** If you use your Card or the Card number to authorize in advance any recurring payments from your Account and later wish to stop one or more of these payments, you should contact the merchant/biller directly. If the merchant/biller fails to stop the recurring payments, contact Customer Service. You must notify Platform, as provided in the *Electronic Funds Availability Disclosure*, at least three (3) business days prior to the scheduled payment. Your Card may have to be cancelled in order to stop recurring payments.

**DEBIT CARD ATM FEES.** When you use an ATM, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). Refer to the Rate and Fee Schedule for complete ATM Fee information charge by Bank or Platform.

**FOREIGN TRANSACTIONS AND FEES.** Purchases and cash advances made in foreign countries and/or foreign currencies will be billed to you in U.S. Dollars. The exchange rate to dollars will be determined in accordance with the operating regulations established by Visa® from time to time. As of the date these disclosures were published, those regulations establish the conversion rate as either the rate selected by Visa® from the range of rates available in wholesale currency markets (this may vary from the rate Visa® itself receives) or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or statement posting date. **Foreign Transaction Fee.** If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("Foreign Transaction"), you will be charged a fee equal to 1% on the total amount of the transaction in U.S. Dollars. The card association may consider transactions occurring in U.S. territories to be Foreign Transactions, so transactions originating from these locations may be subject to a Foreign Transaction Fee. If the Foreign Transaction results in a credit due to a return, Bank will not refund any Foreign Transaction Fee that may have been charged on your original purchase. Refer to the Rate and Fee Schedule in this Agreement for complete fee information charged on Foreign Transactions using the Card.

**VIRTUAL DEBIT CARD.** If enabled, you may have the option of accessing your Account with, in addition to your physical Card, a virtual card represented by a 16-digit account number ("Virtual Card"). The Virtual Card may either be single-use, meaning the 16-digit account number will expire after a single transaction, or recurring-use, meaning you may use your 16-digit account number for multiple transactions. You may elect to add your Virtual Card to one or more digital wallets ("Digital Wallets") supported by Bank and subject to the Bank's terms for adding your Virtual Card to a Digital Wallet. 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 Virtual Card to perform transactions at such point-of-sale devices until you have selected a PIN pursuant to this Agreement. You may use your Virtual Card to make purchases at any merchant that accepts Visa debit cards or debit cards of other networks in which the Bank participates, subject to the funds available in your Account, the transaction limits described herein, and the other terms and conditions of this Agreement. Some merchants or merchant terminals may not accept virtual cards. Each time you use your Virtual Card, you authorize Bank to reduce the value available in your Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the amount of available funds in your Account through an individual transaction or a series of transactions. If you do not have enough funds available in your Account, you can instruct the merchant to charge a part of the purchase to the Virtual 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, you will be fully liable to Bank for the full amount of the transaction and any applicable fees. Except for Virtual Cards added to any Digital Wallet, in accordance with and subject to the Digital Wallet Terms, you will not receive a PIN with your Virtual Card or set a PIN for your Virtual Card. When you make purchases with your Virtual Card at any POS device other than through a Digital Wallet provider, they may select "CREDIT" on the keypad to make a signature purchase. You may not use your virtual Card for online gambling or illegal transactions. Bank may temporarily "freeze" your Account and attempt to contact you if Bank notices transactions that are unusual or appear suspicious. You may not use your Virtual Card for ATM's or to otherwise obtain cash anywhere.

**ONLINE BANKING.** If provided by Platform, Online Banking allows you access to retrieve information about your Account(s) and perform certain financial transactions using a desktop computer, or similar electronic device. There may be limits on the amount or number of transfers you may make at any one time or on any given day using online banking. Certain features may not be available through online banking. Transfers from your savings and money market Accounts may be subject to the limitations. Separate agreements, terms, or disclosures may be required to participate and utilize online banking.

**MOBILE BANKING.** If provided by Platform, Mobile Banking allows you access to retrieve information about your Account(s) and perform certain financial transactions using a mobile phone, or similar electronic device. Certain features may not be available through mobile banking. There may be limits on the amount or number of transfers you may make at any one time or on any given day using mobile banking. Transfers from your savings and money market Accounts may be subject to the limitations. Separate agreements, terms, or disclosures may be required to participate and utilize mobile banking.

**BILL PAYMENT.** If enabled by Platform for your Account, you will have access to the bill payments check feature (the "**Bill Pay Checks**") through the Mobile App or Website which allows you to authorize Bank to make bill payments on your behalf to third parties. You may not have access to the Bill Pay Checks until your Account has been open for a minimum of thirty (30) days. To initiate a bill payment using the Bill Pay Checks, you must provide the name and mailing address of each individual or company you wish to pay. Once a payment is authorized, the payment amount will be immediately deducted from your Account balance. Payments made using the Bill Pay Checks take the form of a paper check sent to the payee using standard U.S. Postal Service mail. Please allow three to nine (3-9) business days for delivery of the check. Payments can only be sent to addresses located within the fifty (50) states of the U.S. Check payments are processed daily by 3:00pm Central Time. Bill Pay payments initiated after this time will be processed the next business day. Bank reserves the right to refuse to process payments to any individual or company. If the decision is made to refuse a payment, Bank or Platform as Bank's agent will notify you on or before the next business day. Bill Pay Checks may be refused or returned by the individual or company to whom the payment was issued. The determination to accept this method of payment is at the discretion of the recipient. The U.S. Postal Service may also return payments in cases of expired or invalid addresses. If the Check payment is returned for any reason, the payment will be voided, and the full amount credited to your Account the next business day.

**PAPER CHECKS.** If enabled by the Platform and Bank for your Account, you will have access to paper checks ("Checks") for your Account. You are responsible for verifying the accuracy of all information shown on your Checks. Bank is not liable for losses resulting from incorrectly printed Checks. You agree not to issue Checks with features or marks that obscure, alter or impair information on the front or back of a Check or that otherwise prevents Bank or another bank from capturing such information during automated check processing. You agree to safeguard your blank and cancelled Checks, and to take reasonable steps to prevent their unauthorized use. If your Checks are lost or stolen, you agree to notify Platform immediately. For security reasons, Bank reserves the right to disable the Checks feature for your Account and the right to close your Account and transfer the balance to a new Account. If Bank does this, all Checks written but not yet paid may be returned to payees with notations such as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement checks. You agree that Checks you write are not properly payable over-the-counter at any Bank branch. Further, you waive any claim you may have now or in the future under Kansas Statutes Annotated Section 84-4-402. **Post-Dated Checks.** Bank is not responsible to you if Bank pays a Check before its date, even if Bank has noticed that it is post-dated. If Bank, at its option, refuses to pay a Check because it is presented before its date, you will have to pay, if applicable, the fee Bank charges for an overdraft. If you want to be sure Bank does not cash it before its date, you must stop its payment by following rules for stop payments in the "Stop Payment" section of this Agreement and follow Bank's procedures for revoking a stop payment request. Bank's Check payment process is highly automated and Bank receives Checks in great volume. Although Bank inspects some Checks and other items from time to time, at its discretion, you agree that reasonable commercial standards do not require Bank to do so. If Bank returns a Check because Bank believes it was not authorized by you, Bank is not liable to you even if the Check was actually authorized. Bank has no duty to prevent a Check from being presented more than once. **Refusing Payments on Checks.** You must sign your name on Checks you write. If any of the information is missing or illegible on the Check, the Bank has the right to refuse to accept or pay the Check. **Check Legends.** Bank is not required to honor any legends or memos you put on your checks, even if Bank is aware of them. By a "legend" or "memo" Bank means a message, such as "not valid for more than \$50.00" or "do not pay more than ten days after date" or "paid in full". **Uncashed Checks.** Uncashed Checks and Bill Pay Checks are voided after 180 days. Funds from voided checks will be credited to your Account

after such time period. **Cancelling a Check Payment.** You may cancel a single Check as long as it has not been presented for payment by contacting Customer Service. **ACH Check Conversion.** An ACH Check conversion is a transaction that starts as a paper Check that you give to a merchant. The merchant converts the Check, using the information on the paper, to send an electronic message to a bank to immediately take the money from your Account. The merchant is required to post a notice about ACH Check conversion in a prominent and conspicuous location at the time of the transaction. You can stop payment on an ACH Check Conversion only if it has not yet been presented by the merchant. **Liability for Failure to Stop Payment of a Check Payment.** If you request cancellation of a Check within three (3) three business days or more before it is scheduled to be made, and Bank does not cancel it in time, Bank will be liable for your losses or damages.

**WIRE TRANSFERS.** If enabled by Platform and Bank for your Account, you may be able to send or receive a wire transfer. To the extent applicable, this Agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted by the State of Kansas. If you originate a wire transfer, you agree that the Fedwire Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire Funds Service. When you originate a funds transfer for which Fedwire Funds Services is used, you identify by name and number a beneficiary financial institution, an intermediary financial institution, or a beneficiary, Bank and every receiving beneficiary financial institution may rely on the identifying number to make payment. Bank may rely on the number even if it identifies a financial institution, person or account other than the one named. The Bank will process the wire transfer request based solely on the information you provide to us. It is your obligation to verify the information you provide to us including, but not limited to, the identity and relationship of the receiving party, account number, and routing number. The Bank is not responsible for any loss or damage you incur from your request to send a wire or electronic transfer. The cut-off time for scheduling a same-day wire transfer is 3:00pm Central Time. Please be advised that wire transfers may not be recalled once they have been sent by the Bank. Wire transfer requests will only be accepted and processed if you have sufficient and available funds in your account at the time the request is received and processed. Any fees associated with sending or receiving a wire transfer will be deducted from your Account. We may need to confirm your instructions prior to processing your request, therefore wire transfers may not receive same day service. The Bank reserves the right to reject or cancel any wire transfer at our sole discretion and will not be held liable for any losses or damages that may arise due to our right to cancel or reject the wire transfer.

**ACH TRANSACTIONS.** You authorize us to initiate automated credit entries to the Accounts and to initiate, if necessary, debit entries and adjustments for any credit entries made in error to the Accounts. With respect to such entries, you agree to be bound by the rules of the National Automated Clearinghouse Association and applicable state Automated Clearinghouse Association (“ACH Rules”). Automated credit entries made to the Accounts are provisional under the ACH Rules until we have received final settlement or otherwise have received payment, and we are entitled to a refund of the amount credited to any Account if such settlement or payment is not received by us. Pursuant to the ACH Rules and Article 4A of the Uniform Commercial Code, you are hereby notified that the Bank will not notify you of the acceptance of a payment order to your Account, other than posting the payment order to your Account. We advise you that any receiving financial institution (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order. We will process the ACH transfer request based solely on the information you provide to us. It is your obligation to verify the information you provide to us including, but not limited to, the identity and relationship of the receiving party, account number, and routing number. The bank is not responsible for any loss or damage you incur from your request to send the ACH transfer. The cut-off time for scheduling next day ACH transfers is 3:00pm Central Time. The cut-off time for scheduling same day ACH transfers (if enabled on your Account) is 11:00am Central Time. Any next day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day. Any same day ACH transfer scheduled after the cutoff time will be treated as if it were scheduled as next day ACH transfer. In some circumstances, transactions may be delayed for risk or compliance reasons. At the Bank’s discretion, the amount of funds that can be transferred from your account per day may be limited. Limits may change at any time without notice.

**EARLY DIRECT DEPOSIT ACCESS.** If enabled by Platform and Bank for your Account, you may receive early access to direct deposit funds; additional enrollment is not required for this service. Early access to direct deposit funds depends on timing of payer’s submission of ACH deposits, therefore the timing of access to the deposited funds may vary paycheck to paycheck and item to item. We generally post such deposits on the day they are received which may be up to two (2) business days earlier than the payer’s scheduled payment date. Not all deposits are eligible for early direct deposit access. Eligibility for inclusion in early direct deposit is at the sole discretion of the Bank and may be changed or terminated at any time and without prior notice. If early direct deposit is not provided for a deposit, standard ACH availability timelines will apply to the deposited funds according to the bank’s funds availability schedule and applicable law or regulation.

**MOBILE CHECK DEPOSIT.** If enabled by Platform for your Account, mobile check deposit (“Mobile Deposit”) allows you to make deposits to your Account remotely by using Platform’s Mobile Application to take a legible picture of the front and back of the negotiable check(s) and transmitting images of such instruments to Bank in compliance with Bank’s requirements (“Check Image(s)”). The Bank will attempt to collect the item by presenting the image or converting the image into a digital representation of the original check (“Substitute Check”). Unlike traditional check deposits, you retain the original paper check when you use Mobile Deposit. See Section “*Substitute Check Policy Disclosure*” for further information on Substitute Checks and Section “Retention of Original Check” below for retention requirements. The manner in which Substitute Checks are cleared, presented for payment and deposited will be determined by the Bank, in Bank’s sole discretion. Platform or Bank may change, modify, add or remove functionality from Mobile Deposit at any time, with or without notice to you. In addition, the following terms and conditions apply to Mobile Deposit: **(A) Mobile Deposit Eligibility.** Platform or Bank will determine whether you are eligible for the Mobile Deposit. Platform or Bank may suspend or terminate your use of Mobile Deposit at any time and without prior notice to you. If you violate the terms of Mobile Deposit, such actions may be used as a basis to terminate your Account. **(B) Mobile Deposit Technical Requirements.** In order to use Mobile Deposit, you must have an Apple iOS or Android smartphone capable of installing and running the Platform Mobile App (see relevant app store details for specific hardware and OS requirements) that is additionally equipped with a camera capable of taking photos with at least a resolution of 1600 x 1200 pixels (“2 Megapixels”). Neither Bank nor Platform are responsible for any third-party software you may need to use the Mobile Deposit service. **(C) Fees.** There is no fee for depositing a check via Mobile Deposit. In the event a check you deposit using Mobile Deposit is returned by

the bank upon which it was drawn (for any reason), there is also no fee. Please note that your mobile carrier may charge you for sending and receiving data to upload Check Images using the Mobile App. Please check your mobile service agreement for details on applicable fees. The Bank reserves the right to charge fees for the Mobile Deposit service in the future. **(D) Limits and Funds Availability.** Limits may be imposed on the dollar amount or number of deposits you make through Mobile Deposit, and Bank or Platform may change such limits at any time without notice. Mobile Deposits may be delayed as stated in the *Funds Availability Policy*. **(E) Prohibited Checks.** Bank may decline to accept any Check Image you submit through Mobile Deposit at Bank's sole discretion. You agree that you will not scan and attempt to deposit any of the following:

- Checks payable to any person or entity other than you (i.e., third party checks).
- Checks payable jointly to you and any other person (i.e. made out to 'John \*and\* Jane Doe').
- Checks containing alterations, illegible items, fraudulent checks, or checks that you should have known or have reason to believe were fraudulent.
- Checks that have been previously deposited at another institution via physical item, image or electronic funds transfer.
- Checks from financial institutions located outside of the United States;
- Checks that are not payable in U.S. dollars.
- Checks that are more than six (6) months old (i.e. stale-dated).
- Checks that are post-dated, or payable on a date in the future.
- Substitute Checks (a digital reproduction of the front and back of an original check).
- Remotely created checks (a check created by a merchant with a buyer's checking account number on it, but without the buyer's original signature).
- Travelers' checks and savings bonds.
- Non-negotiable instruments, such as promissory notes.
- Starter checks or counter checks (checks from a teller window).

**(F) Third-Party Checks.** Third-party checks deposited through Mobile Deposit may be rejected. All Check Images submitted for deposit must be payable to you and not to a third-party. In the event a third-party Check Image is received, a Substitute Check will be returned to you through the U.S. Postal Service mail and the deposit will not be processed. Neither Platform nor the Bank will be liable for any Substitute Checks that may become lost in the mail. Both Platform and the Bank reserve the right to reject a Mobile Deposit if it is made payable to the Bank and contains no means to identify the Account to which it should be credited. **(G) Receipt of Check.** Neither the Platform nor the Bank is responsible for Check Images not received or dropped during transmission. A Check Image will be deemed received only when Platform provides you with Electronic Notice confirming receipt of the Check Image. After receipt of your Check Image is confirmed, the Check Image will be subject to review before it is submitted for deposit and may still be rejected for any reason at the discretion of Platform and the Bank. An Electronic Notice confirmation is not a representation, warranty or other indication that the Check Image will be presented for deposit or will be honored by any collecting or paying bank. If Platform or the Bank rejects a Check Image received through the Mobile Deposit feature, you may contact the individual or company who issued the check, to request a new or reissued check be provided to you. If you do submit the original check for processing, Platform and the Bank reserve the right to refuse to process it and may instead require you to have the check reissued. **(H) Retention of Original Check.** Once the funds from the Check Image have been credited to your Account, you must mark the original check as "VOID" and retain it for sixty (60) days. You may not present the original check, or any Substitute Check created from the original check for payment at any other financial institution. During this sixty (60) day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check. You must make the original paper check available to Platform or the Bank for review at any time during this sixty (60) day period as necessary to facilitate the clearing and deposit process, to address third-party claims or for Bank's own audit purposes. Should you fail to produce the original paper check, you authorize Bank to deduct the amount of the check in question from your Account, regardless of whether such action may cause your Account to not have sufficient funds. Immediately after this sixty (60) day period, you must destroy the original paper check. **(I) Check Endorsements.** You will endorse any check or other item submitted for deposit exactly as it was made payable to you. You warrant that all endorsements on items deposited to your Account are genuine. Any endorsement must be placed in the one-inch area starting at the left side on the back of an item and the remaining area on the back of the item may not contain any preprinted, stamped or handwritten information. If you fail to do this, you may be required to reimburse Platform for losses incurred. For any check deposited as a Check Image through Mobile Deposit, you must endorse the check by signing or stamping the back and writing "**FOR MOBILE DEPOSIT ONLY** to Account #XXXXXXXXXX" or as otherwise instructed by Platform before you take a picture of the check. In the absence of endorsement, you authorize Platform or the Bank to supply any missing endorsements if items are made payable to you or your order and you have not endorsed them. **(J) Presenting Checks More than Once.** Once you have used the Mobile Deposit service to deposit a check, you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check again for deposit through the Mobile Deposit service or by any other means with the Bank or any other financial institution. If you or anyone else present a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank and Platform harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree the Bank may debit from your Account the aggregate amount of any checks that are deposited more than once. To the extent that funds in your Account are insufficient to cover such amount, Bank shall debit the deficiency amount from any other of your account(s) with the Bank in its sole discretion. **(K) Mobile Deposit Funds Availability.** Business Days and Cut-off Time: Bank is open Monday through Friday excluding federal holidays. Check Images received and accepted for processing prior to 4:00pm Central Time on a business day that Bank is open are considered received as of that day. Otherwise, the Check Images will be considered the work of the next business day. Mobile Deposits may be delayed as stated in the *Funds Availability Policy*. **(L) Use Warranties and Indemnification.** You warrant to the Bank and Platform that: you will only transmit eligible checks, images will meet the image quality standards, you will not transmit duplicate checks, and you will not deposit or represent the original item. You agree to indemnify and hold harmless the Bank and Platform from any loss for breach of this warranty provision.



## **OTHER MISCELLANEOUS PROVISIONS.**

**ILLEGAL TRANSACTIONS, ACCOUNT RESTRICTIONS, ACCOUNT CLOSURES.** You may not use your Account, ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. We reserve the right to place a hold on your Account if we suspect irregular, fraudulent, suspicious, unlawful or otherwise unauthorized activity. We may attempt to notify you of such a hold but are not required to provide notice prior to placing the hold or thereafter. We also may attempt to contact you to obtain additional information regarding the account activity. We reserve the right to maintain any hold and restrict access to the account until we receive the requested information. You agree that we may maintain such hold until all claims against you or us to the funds held in your Account have been resolved fully in our sole satisfaction. We also reserve the right to reject any incoming credit transaction that we suspect is involved in fraudulent or suspicious activity. The Bank will not be held liable for any loss you incur if your account is restricted. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED.** You certify that you will not engage in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive, transfer, or credit funds, instruments or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement. You may not use your Account for online gambling or any illegal transactions. Bank may refuse to process any transaction that it believes may violate the terms of this Agreement or applicable law. You acknowledge and agree that Bank has 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.

**BUSINESS USE ON PERSONAL ACCOUNTS.** Your Account is a personal account. You agree not to use your personal Account(s) for business purposes. The Bank reserves the right to convert a personal Account to a business Account or close your personal Account when the Account is being used for business purposes. You will receive a notice regarding a conversion of your personal Account to a business Account. At the time of conversion, all applicable account fees, service fees and restrictions of the business Account will apply.

**NO OVERDRAFTS.** You are not permitted to overdraw your Account. If the available balance in your Account is insufficient to cover any payment or withdrawal you have authorized, Bank may refuse to process the payment or withdrawal. If your Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Account has a negative balance for an extended period of time and you have another account with Bank, Bank reserves the right to exercise Bank's right to set off. See Section "Right to Set Off" for details. If your Account has a negative balance for thirty (30) calendar days or more it will be closed. In the event you fail to pay the amount of any overdraft and Bank refers 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 Bank as a result of your account being overdrawn.

**BACKUP WITHHOLDINGS.** You acknowledge that this account cannot be opened if you are currently subject to backup tax withholding.

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

**STATEMENTS.** Statement notices will be sent to the email address you provided upon opening your Account or will otherwise be made available to you on the Platform's Website or Mobile App on a periodic basis at approximately monthly intervals if you have transacted on your account or quarterly if no transactions have occurred unless Bank specifies to you another interval period when you open your account or thereafter. The Account statement will describe each item-by-item number (where appropriate), amount, and date of debit or credit. If applicable to your Account, images of checks on your Account may be presented in the statements. If Bank complies 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. Bank will not be responsible for any indirect, special or consequential damages under any circumstances for Bank's inability to provide copies of checks. Bank's liability, if any, will not exceed the face amount of the check in question. Electronic statements are available to view and print on the Website or Mobile App (if available). Account statements are considered to be correct. Carefully review your statement each statement cycle and notify Platform of any errors within sixty (60) days of your statement becoming available.

**SPECIAL RULES FOR NEW ACCOUNTS.** Accounts open less than thirty (30) days may be limited in functionality. Direct deposits and other funds credited to your Account may be given provisionally for a reasonable amount of time. If the Platform also offers a Debit Card with your Account, certain features and functionality may be delayed until the Debit Card is issued by Platform and/or you have activated the Debit Card. Platform has the right to refuse to issue a Debit Card or delay issuance of a Debit Card at its sole discretion. In addition, certain transfer limits may be lower during this time for certain features and services, or as allowed under applicable law or regulation; See the "Electronic Funds Transfer Disclosure" for additional information.

**ACCOUNT INACTIVITY AND ESCHEATMENT.** An 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 Bank may be required to send the balance in your Account to the state of your last known address. You understand that if your Account is inactive (dormant), we may close your Account. We reserve the right to refuse to return any unused balance amount less than \$1.00. You agree that we are relieved of all responsibility if your account balance is escheated in accordance with applicable state law. Your account will become inactive unless you

have conducted account activity such as depositing or withdrawing funds or using your debit card. For an Account with an international address, the funds will be transferred to the State of Kansas.

**CREDIT VERIFICATION.** You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your account to a credit reporting agency if your Account was closed because you have abused it.

**CONFIDENTIALITY.** Bank may disclose information to Platform and other third parties about your Account or the transactions you make:

- Where it is necessary for completing transactions.
- In order to verify the existence and condition of your 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 Bank your written permission.
- To Bank's employees, auditors, affiliates, service providers, or attorneys as needed.
- Otherwise as necessary to fulfill Bank's obligations under this Agreement or as detailed in Bank's *Privacy Policy*.

**BANK PRIVACY POLICY.** Bank's *Privacy Policy* is available at <https://www.nbk.com/security/privacy-policy> and is considered part of this Agreement.

**ACCOUNT TERMINATION, CANCELLATION, OR AMENDMENT.** Except as otherwise required by applicable law, Bank 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 the 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, Bank may implement it without prior notice. Bank may cancel or suspend your Account or this Agreement at any time. You may cancel this Agreement by contacting Customer Service to close your Account. Your cancellation of this Agreement will not affect any of Bank's rights or your obligations arising under this Agreement prior to cancellation.

If your Account is cancelled, closed or terminated for any reason, you may request the unused balance be returned to you via ACH transfers to one of your external accounts on Bank's records or via check (unless notified otherwise in writing by Platform) to the mailing address Bank has in its records. If your Account is closed prior to the end of the statement cycle, any accrued interest earned for that cycle will be forfeited. For security purposes, you may be required to supply identification, external account, and address verification documentation prior to issuing an ACH refund or refund check. Allow fourteen (14) days for processing of such balance return. Bank may refuse to honor any checks issued on your Account which are presented to it for payment after your Account is closed. In the event the Platform's program is cancelled, closed, or terminated, Platform or Bank 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. Bank reserves the right to refuse to return any unused balance amount less than \$1.00.

**IMPORTANT: IF YOU TERMINATE YOUR RELATIONSHIP WITH PLATFORM, THE ACCOUNT WILL AUTOMATICALLY BE CLOSED. UPON CLOSURE, ANY REMAINING FUNDS IN THE ACCOUNT WILL BE RETURNED PER THIS SECTION.**

**RIGHT TO SET OFF.** If your Account balance with Platform becomes and remains negative, Bank can use the funds in any of your accounts that you own at the Bank to repay the amount owed on the negative balance Account without further notice to or demand on you. This means Bank has the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with Bank including accounts you own at other Platforms offered by the Bank. Further, you grant Bank a lien on and security interest in the funds on deposit in each of your account(s) as security for the entirety of your liabilities and obligations to Bank, now or in the future.

**FDIC INSURANCE AND DEPOSIT NETWORK SERVICE.** Please carefully read the complete disclosure in this Deposit Network Services section. By entering into this Agreement with Bank, you authorize Bank to offer and provide you a variety of services and products in conjunction with your Account held with Bank. From time-to-time, StoneCastle may provide you services whereby Bank will deposit your funds into other insured depository institutions through a deposit network program administered by a third-party service provider and held in custody by a third-party custodian (a "Deposit Network Service"). At any given time, all, none or a portion of the funds deposited into your Account may be placed into the Deposit Network Service and held beneficially in your name at other depository institutions which are insured by the Federal Deposit Insurance Corporation ("FDIC") and are participants in such Deposit Network Service. Bank utilizes the Deposit Network Service provided by StoneCastle Cash Management, LLC, a Delaware limited liability company ("StoneCastle"). As a part of its Deposit Network Service, StoneCastle has developed a network of FDIC-insured depository institutions located throughout the United States (each a "Network Bank" and together, the "Network Banks"). In the event funds from Account are deposited into Network Banks via the Deposit Network Service, Bank will deliver funds as your agent to a custody bank participating in the Deposit Network Service (the "Custodian Bank"). StoneCastle is responsible for directing the Custodian Bank to make deposits, in specific amounts, at one or more of the Network Banks. In the event Bank requests your funds to be returned from the Deposit Network Service to Bank, it will send notice to the Custodian Bank and StoneCastle. StoneCastle will then direct the Custodian Bank to make withdrawals, in specific amounts, from one or more Network Banks. The Custodian Bank will then return funds to Bank in the amount requested by Bank. You are not required or permitted to take any action with respect to the Deposit Network Services. **Network Banks.** StoneCastle has created, developed and manages a proprietary network of insured depository institutions, also referred to herein as the Network Banks, through which funds deposited by you at Bank may be deposited into accounts at one or more of the Network Banks, along with funds from other persons. The use of the Deposit Network Services will not create a direct relationship between you and: (i) any of the Network Banks, (ii) StoneCastle or (iii) the Custodian Bank. StoneCastle, as agent of Bank, maintains records of the balance of each depositor beneficially held at each Network Bank. **Applicability and Impact of FDIC Insurance.** The FDIC is an independent agency created by the United States Congress that provides deposit insurance to depositors in commercial banks and savings institutions legally chartered to offer banking services in the United States. FDIC deposit insurance is backed by the full faith and credit of the United States government. FDIC deposit insurance covers the depositors of a failed FDIC-insured depository institution dollar-for-dollar, principal plus any interest accrued, through the date of a bank failure, up to at least the then current Standard Maximum Deposit Insurance Amount, or "SMDIA," as

determined by the FDIC. As of July 17, 2019, the SMDIA is \$250,000. As a part of the Deposit Network Services, the amount of your funds deposited from your Account at any Network Bank will not exceed the then applicable SMDIA. As a result, assuming that you have no funds in any of the Network Banks, your funds would be eligible for extended protection through FDIC insurance once funds arrive at the Network Banks. The Deposit Network Service allocates funds solely on data provided to it by Bank. Therefore, if you maintain funds at any of the Network Banks directly or through an intermediary, your funds at such Network Bank may not be fully insured by the FDIC in the event the aggregate balance of all accounts beneficially owned by you at such Network Bank exceeds the then-current SMDIA. In the event you have funds at any of the Network Banks, your deposit insurance coverage may be adversely affected, and your principal and any accrued interest may not be fully insured by the FDIC, even if the total amount deposited in that Network Bank through the Deposit Network Service is less than the SMDIA. Therefore, you may be subject to loss in the event of a failure of a Network Bank if the aggregate amount of your beneficial funds exceeds the SMDIA at such institution. To learn more about FDIC insurance please carefully review the information provided by the FDIC at: <https://www.fdic.gov/deposit/deposits>. **Deposit Network Impact to Funds Availability.** The use of the Deposit Network Service will not modify the *Funds Availability Policy* disclosure provided in this Agreement and access to funds in your Account at Bank is governed solely by such policy. **Deposit Network Interest, Fees and Expenses.** You acknowledge you may not earn any net interest on balances beneficially held in Network Banks via the Deposit Network Service. In the event you have an account at Bank that is interest-bearing, interest will be posted to your account by Bank, subject to the then current Truth in Savings Act disclosures and other terms of the applicable Account. You acknowledge that Bank, StoneCastle and Platform may earn fees and other revenues paid by the Network Banks. **Authorizations and Acknowledgements for use of Deposit Networks.** By entering into this Agreement, you authorize Bank to utilize the Deposit Network Services with respect to funds deposited into and withdrawn from your Account. In addition, you acknowledge and authorize Bank to utilize StoneCastle as agent to provide Deposit Network Services. The Custodian Bank is authorized for all purposes to rely on instructions from StoneCastle with respect to the selection of Network Banks in which your funds are deposited. StoneCastle may use the services of one or more qualified Custodian Banks as it deems suitable for the purpose of fulfilling the role of custodian for the Deposit Network Services. In addition, you agree to the deposit of your beneficial funds in any Network Bank and acknowledge that you may not restrict the underlying placement of funds deposited into any particular Network Bank. You understand that your funds at such Network Bank may not be fully insured by the FDIC in the event the aggregate balance of all accounts beneficially owned by you at such Network Bank exceeds the then current SMDIA, and thus, you may be subject to loss in the event of a failure of a Network Bank.

**NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE.** From time to time, services related to the Platform and the Account may be inoperative. When this happens, you may be unable to access the Website or Mobile App, and you may be unable to use the Account or obtain information about the Account. Please notify Platform if you have any problems using the Account, Website, or Mobile App. You agree that, except as required by applicable law, Platform and Bank will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall Platform or Bank be liable for extended interruptions due to failures beyond Platform or Bank's 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, Bank shall have no liability to you if Bank is unable to complete a transaction for any reason beyond Bank's control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, Bank, Bank's affiliates, and the parties with whom Bank contracts in order to offer your 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 Account, any products or services purchased using Account, or this Agreement (as well as any related or prior agreement you may have had with Bank). Please refer to Platform's terms and conditions agreement for further information.

**BANK'S RELATIONSHIP WITH YOU.** This Agreement and the deposit relationship do not create a fiduciary relationship with Bank.

**INDEMNIFICATION.** At Bank's request, you agree to defend, indemnify, and hold harmless Bank and Bank's parents, subsidiaries, and other affiliated companies, Bank 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. Bank reserves 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.

**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.

**NO WARRANTY REGARDING GOODS OR SERVICES.** Bank is not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Account.

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

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Kansas in which we are located and where you opened your account. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

**ASSIGNABILITY.** The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee.

## **ARBITRATION AND CLASS ACTION WAIVER**

**ARBITRATION AND CLASS ACTION WAIVER.** Any claim, dispute, or controversy ("Claim") between you and Bank arising out of or relating in any way to this Agreement, your Account, your Card, your acquisition of the Card or Account, your usage of the Card or Account, or transactions on the Card or 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 in the State of Kansas, County of Johnson.

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

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

You and Bank will have every remedy available in arbitration as you and Bank 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 Account, or any amounts owed on your Card or Account, 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 "Arbitration", "We" or "Us" shall mean Bank, and its respective successors, affiliates or assignees as well as any third party using or providing any product, service or benefit in connection with the Card or Account.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD OR ACCOUNT.**

## **ELECTRONIC FUNDS TRANSFER DISCLOSURES**

This section of the Agreement is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an Account at the Bank.

**Business Days.** For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

**Illegal Transactions.** You may not use your Account, ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**ACH TRANSACTIONS.** Your Account number and bank routing number can be used for preauthorized direct debits ("**ACH Debit(s)**") from merchants, internet service or other utility service providers ("**Merchants**") and for the purpose of initiating direct deposits ("**ACH Credit(s)**") to your Account. Note: The recipient's name on any direct deposit(s) or ACH Credit(s) Bank receives must match the name on the Account. Any ACH Credits received in a name other than the name registered to the Account will be returned to the originator.

The cut-off time for scheduling next day ACH transfers is 3:00pm Central Time. The cut-off time for scheduling same day ACH transfers (if enabled on your Account) is 11:00am Central Time. Any next day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day. Any same day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled as next day ACH transfer. In some circumstances, transactions may be delayed for risk or compliance reasons.

At the Bank's discretion, the amount of funds that can be transferred from your account per day may be limited.

**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 Account, you agree to these terms and conditions.

A. Types of Electronic Funds Transfers Available:

- You may arrange with another party, such as your employer, other financial institutions, or direct Bank via Platform to electronically deposit funds on a one-time or recurring basis directly to your Account.
- You may arrange with another party, or direct Bank via Platform to electronically withdraw funds on a one-time or recurring basis directly from your Account.

B. Limitations on Transfers, Amounts and Frequency of Transactions:

- At Bank's discretion, the number and amount of transfers per day or month may be limited.
- Direct deposits are accepted into open accounts only. There are no limits to the number of direct deposits allowed.

C. Right to Receive Documentation of Electronic Funds Transfers:

- Statements. You will have access to an electronic monthly statement that can be viewed on the Website or Mobile Apps (if available).
- Direct Deposits or Automated Credits. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, contact Platform at Customer Service to find out if the deposit has been made.

D. Right to Stop Payment of Preauthorized Transfers and Procedures for Doing So

If you scheduled a one-time ACH transfer or recurring ACH transfers using a written authorization form, you may be able to cancel the transaction or stop any of these payments. Here's how:

To stop a recurring ACH transfer you preauthorized through Platform, if you are unable to cancel the transaction on the Website or Mobile App, please call Platform at Customer Service to request cancellation of the recurring payment.

To stop payment, first try to cancel the transaction on the website or Mobile App; and, if you are unsuccessful, call or otherwise contact Customer Service. Your request to stop payment must be received at least three (3) business days before the payment is scheduled to be made. Such a stop payment request will cancel a single, i.e. one (1) recurring payment. If you want to permanently stop all recurring payments to a specific receiver of a transfer, you will be required to put your request in writing to Customer Service within fourteen (14) days after your notification to stop such payments. You will need to provide: the name of the payee, the dollar amount of the payment and the date of the payment. If written stop payment notification is not received within fourteen (14) days, the payment in question will be honored as originally authorized and future payments will not be permanently stopped.

E. Notice of Varying Amounts

If the recurring ACH transfers you make might vary in amount, the Platform will tell you the transfer date and the amount of the transfer ten (10) days before each payment is scheduled to take place. (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 you set).

F. Customer to Customer Transfers/Payments

If enabled my Platform, when you send money to another user within the Platform, the recipient is not required to accept it. You agree that you will not hold Platform or Bank liable for any damages, including financial losses, resulting from a recipient's decision not to accept a payment made using the Services. Further, you will not hold Platform or Bank liable for any damages, including financial loss, if you send a payment using the Services to the incorrect recipient.

**LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER.** You must contact Customer Service by phone or in writing to stop a preauthorized transfer. If you order Platform or Bank to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and Bank/Platform does not do so, Bank will be liable for your losses or damages.

**YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS.** Contact Customer Service immediately if you believe your Account number, log in credentials, PIN, access code, access device or Debit Card has been lost or stolen or if you believe someone has transferred or may transfer money from your Account without your permission. Telephoning is the best way to minimize your possible losses. If you notify Customer Service within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Account without your permission. If you do not notify Customer Service within two (2) business days after you learn of the loss or theft of your Account number and Platform or Bank can prove that it could have stopped someone from using your Account without your permission if you had notified Customer Service in time, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify Customer Service at once following the procedures stated in the Section "Information About Your Right to Dispute Errors". If you do not notify Customer Service within sixty (60) days after you become aware of the transaction(s) and/or the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if Platform and/or Bank can prove that it could have stopped someone from taking value if you had notified Customer Service in time. If a good reason (such as a long trip or a hospital stay) kept you from telling Customer Service, Platform and/or Bank will extend the time periods. If your Account number has been lost or stolen, Platform will close Account to keep losses down and issue you a new Account number.

If your Account changes you must immediately notify your employer or any other payors or merchants. You must provide them with your new Account number to ensure that your direct deposit and/or ACH Debit activity continues uninterrupted.

**BANK'S LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If Bank does not properly complete a transaction from your Account on time or in the correct amount according to Bank's Agreement with you, Bank will be liable for your losses or damages. However, there are some exceptions. Bank will not be liable, for instance:

- If through no fault of Bank, you do not have enough funds available in your Account to complete the Online Transfer;
- If access to your Account or linked account has been blocked after you reported your Account number or linked 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 Bank has reason to believe the requested transaction is unauthorized;
- If circumstances beyond Bank's control (such as fire, flood, or computer communication failure) prevent the completion of the transaction, despite reasonable precautions that Bank has taken; or
- Any other exception stated in Bank's Agreement with you.

**INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS.** In case of errors or questions about your electronic transactions, requests for information about a transaction listed in the statement or receipt, or if you think your statement or receipt is wrong, you must contact Customer Service by telephone to: (888) 943-8967 or in writing to: Empower: 660 York St, Ste 102, San Francisco, CA 94110. Bank must allow you to report an error until sixty (60) days after the earlier of the date you electronically accessed your Account, if the error could be viewed in your electronic history, or the date Bank sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by contacting Customer Service. You will need to provide:

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

If you provide this information orally, Bank or Platform may require that you send your complaint or question in writing within ten (10) business days. Bank (or Platform on Bank's behalf) will determine whether an error occurred within ten (10) business days after hearing

from you and will correct any error promptly. If Bank needs more time, however, it may take up to forty-five (45) days to investigate your complaint or question. If Bank decides to do this, your Account will be credited within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. If Bank asks you to put your complaint or question in writing and you do not provide it within ten (10) business days, Bank may not credit your Account. For errors involving new Accounts, point-of-sale transactions or foreign-initiated transactions, Bank may take up to ninety (90) days to investigate your complaint or question. For new Accounts, Bank may take up to twenty (20) business days to credit your Account for the amount you think is in error. Bank will tell you the results within three (3) business days after completing the investigation. If Bank decides that there was no error, Bank will send you a written explanation. Copies of the documentation used in the investigation may be obtained by contacting Customer Service. If you need more information about Bank's error-resolution procedures, call Customer Service, or visit the Website.

**SERVICES NOT COVERED BY THIS PART.** Electronic Fund Transfer Services described in this Section do not include wire transfers and any transactions that are not covered by Consumer Financial Protection Bureau Regulation E.

### **GENERAL FUNDS AVAILABILITY POLICY AND DISCLOSURES**

**GENERAL POLICY.** Information contained in this section is provided to assist you in understanding the Bank's *Funds Availability Policy*. All deposits into accounts opened through the Bank are processed at a Bank processing facility. Bank makes funds available according to the type of deposit and when the funds are applied or credited to your Account. Some types of deposits may not be available for immediate use. When Bank delays the availability of funds or place a hold on a deposit made to your Account, you may not withdraw those funds, and Bank will not use them to pay any debits, such as ACH transfers or payments, check payments or, if available, transactions using your Debit Card during the hold period. Bank has the right to refuse any deposit. The length of the delay in the availability of funds varies depending on the type of deposit. If final payment is not received on any item you have deposited into your Account, or if any direct deposit, ACH transfer credit is returned to Bank for any reason, you agree to pay Bank the amount of the returned item. Bank does not accept in-person deposits or mail deposits on your Account.

**AVAILABILITY OF MOBILE CHECK DEPOSITS.** Our general policy is to make funds from your mobile check deposits available to you on the next business day of the day the Bank receives your deposit. Funds from deposits made via mobile check deposit prior to 4:00pm Central Time on a business day that Bank is open will be delayed until the next business day. However, if you make a Mobile Deposit after 4:00pm Central Time on a business day that Bank is open, Bank will consider that the deposit was made on the next business day Bank is open.

There may be a delay between the time a deposit is made and when it will be available for withdrawal. Once the funds are available, you can withdraw them in cash and/or Bank will use them to pay items presented for payment against your account. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, federal or Bank holidays.

**RESERVATION OF RIGHT TO HOLD CHECK DEPOSITS.** In some cases, Bank will not make all of the funds that you deposit by check available to you on the same business day as the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposit, however, may be available on the first business day after the day of your deposit. If Bank is not going to make all of the funds from your deposit available on the same business day, Bank or Platform will notify you by email or physical mail by the business day after Bank receives your deposit. Bank or Platform will also tell you when the funds will be available.

**LONGER DELAYS MAY APPLY.** Bank may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than \$5,525 on any one day.
- Your account is less than 30 days old.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- Bank believes a check you deposit will not be paid.
- There is an emergency, such as failure of computer or communications equipment.
- As allowed by applicable law or regulation.

The Bank will notify you if we delay your ability to withdraw funds for any of these reasons, and the Bank or Platform will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. Refer to the Funds Availability Policy for further information.

**AVAILABILITY OF ACH TRANSFERS.** Funds from ACH Transfers received from another bank or financial institution will generally be available on the same business day the deposit is deemed to be received by us. Electronic transfers depositing into the Account initiated through the Mobile App or Website may take up to five (5) business days from the date of the initial request but will post on the payment date of the deposit once the money has reached the Bank and/or Platform. The Bank reserves the right to restrict access to, or reject, and ACH transfer that the Bank believes is involved in illegal activity.

**ELECTRONIC ACH SAME DAY AVAILABILITY.** Funds received from preauthorized electronic payments such as payroll direct deposits, or other preauthorized electronic payments will be available on the day the deposit is applied to your Account. ACH Credits received from an external bank account will be applied to the Account when Bank has verified the external account and received payment on collected funds. Once the funds are applied to the Account, they will have same day availability.

**TRANSACTION POSTING ORDER.** Bank reserves the right to decide the order of the items Bank will pay and which items will be returned (if any). Bank's posting order may not be the same as the order in which you conducted a transaction and could result in overdraft fees, if you do not have available funds at the time the item is paid. Generally, Bank posts the following three transaction types (to the extent applicable to your account) after the close of each business day in the following order:

- Deposits Bank receives before the daily cut-off time will be posted before any withdrawals. (Refer to Bank's cut-off Time and/or Funds Availability section for cut-off time description.)

- Your non-check withdrawals will be posted in date/time order, based on the date and time associated with each transaction. A date and time (if one is available) will be assigned to each transaction based on one of the following: (1) when the transaction was preauthorized (for example a debit card or ATM transaction was approved); or (2) when the transaction was processed by Bank (for example an ACH, or bill pay transaction for which there is no pre-authorization).
- If check payments are supported by the Platform, your checks will be posted in check number order, starting with the lowest number. (For example: on Monday Bank may receive and post check # 107; on Tuesday Bank may receive check # 102 and # 105, and those would be posted on Tuesday in the order of lowest check number (i.e., # 102) posting first).

### **SUBSTITUTE CHECK POLICY DISCLOSURE**

**SUBSTITUTE CHECKS AND YOUR RIGHTS.** To make check processing faster, federal law permits credit unions and banks to replace original checks with “substitute checks”. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some, or all of the checks that you receive back from Bank may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**YOUR RIGHTS REGARDING SUBSTITUTE CHECKS.** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that Bank withdrew the wrong amount from your account or that Bank withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal. The amount of your refund under this policy is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this policy, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after Bank received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after Bank received your claim. Bank may reverse the refund (including any interest on the refund) if Bank later is able to demonstrate that the substitute check was correctly posted to your account.

**MAKING A CLAIM.** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact Bank at: nbkc Bank, 8320 Ward Parkway, Kansas City, MO 64114, 888.905.2165, or deposit.ops@nbkc.com. You must contact Bank within 40 calendar days of the date that Bank or mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. Bank will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include: (i) a description of why you have suffered a loss (for example, the amount withdrawn was incorrect); (ii) an estimate of the amount of your loss; (iii) an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and (iv) a copy of the Substitute Check.

**RATE AND FEE SCHEDULE**

**A. RATE SCHEDULE AND INFORMATION**

The Empower Checking Account is an interest-bearing account.  
There is no initial deposit required to open an Account.

Daily Balance	Interest Rate	Annual Percentage Yield (APY)
\$0.01+	0.01%	0.01%

**B. FEE SCHEDULE**

FEE CATEGORY	FEES CHARGED
Monthly Account Service Fee	\$0
Minimum Balance Fee	\$0
Overdraft Fee	\$0
Inactivity Fee	\$0
Stop Payment Fee	\$0
Returned Item Fee	\$0
Insufficient Funds Fee	\$0
Dormant Account Fee	\$0
ATM Cash Withdrawal or Balance Inquiry Fee	\$0 if using an ATM in the MoneyPass® Network <sup>1</sup>
Foreign Transaction Fee	1% of the total transaction amount <sup>2</sup>

<sup>1</sup>MoneyPass® has been enabled for your Account. Fees may be assessed by other institutions for use of their ATM when using a non-MoneyPass® ATM and you may be charged a fee for a balance inquiry even if you do not complete a withdrawal; this ATM fee is a third-party fee amount assessed by the individual ATM operator only. This ATM fee amount will be charged to your Account. For a listing of MoneyPass® ATM locations, visit the MoneyPass® ATM locator at <https://www.moneypass.com/atm-locator.html>.

<sup>2</sup>If you use your Debit Card to transact in foreign currencies, you will be charged a 1.00% fee of the total purchase, by Visa, for each transaction. This Visa International Card Fee is charged by Visa and not by us. The Visa International Card Fee will be charged to your Account.