

## Consumer Checking Account Agreement

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

### TABLE OF CONTENTS

- A. Introduction; Account Opening Disclosures.**
- B. Consent to Use Electronic Signatures, Communications and Statements**
- C. The Account, Generally**
- D. Interest Information**
- E. Deposits to the Account**
- F. Withdrawals from the Account**
- G. Funds Availability**
- H. Electronic Funds Transfer Disclosures**
- I. Wire Transfer Services**
- J. Additional Information Regarding Card**
- K. Instant Payments**
- L. Miscellaneous**

#### **A. INTRODUCTION; ACCOUNT OPENING DISCLOSURES.**

Goodamatic Inc. (“Platform”) is providing this Consumer Checking Account Agreement (this “Agreement”) to you on behalf of Midland States Bank (“Bank”), a member of the Federal Deposit Insurance Corporation (“FDIC”). The Bank is the provider of the checking account (the “Account”). Bank is also the issuer of the MasterCard® Debit Card (“Card”) pursuant to a license by Mastercard International Incorporated. As used in this Agreement the words “we”, “our”, and “us” refer to Bank, our successors, affiliates, or assignees, and the words “you” and “your” refer to you, the individual, and the Account holder and Card holder, who agrees to be bound by this Agreement, as well as anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account and anyone else that you authorize to use a Card.

If enabled by the Platform, the Card is linked to the Account. Use of the Account and Card is governed by this Agreement. Access to your Account and the services under this Agreement are available only through the website and/or phone application (collectively, the “Platform App”) of Goodamatic Inc. (“Platform”). Platform is responsible for making the Platform App available to you and as a result, some services under this Agreement may not be available to you. You should review your agreement with Platform for a complete list of services available. For a list of the services enabled and made available to you by the Platform, please visit the Platform App. You may only use the Account and Card for personal, family or household purposes, and we may close the Account and Card if we determine either is being used for business purposes. This Agreement includes the Privacy Policy described in Section C.

Access to your Account and the services offered under this Agreement shall be accessed through the Platform App unless we notify you otherwise. **YOU UNDERSTAND THAT BY OPENING AN ACCOUNT THROUGH THE PLATFORM APP, YOU AUTHORIZE BANK TO ACCEPT ALL INSTRUCTIONS PROVIDED TO BANK BY PLATFORM ON YOUR BEHALF.**

### TRUTH IN SAVINGS DISCLOSURES

|                                 |  |
|---------------------------------|--|
| Initial Deposit and Balance     | There is no initial deposit required to open this Account.   |
| Interest Rate                   | 0.00%  |
| Annual Percentage Yield (“APY”) | 0.00%  |
| Fees to Bank                    | There are no fees charged by Bank for this Account.  |
| Transaction Limitations         | The transaction limitations for your Accounts are set forth in Sections E and F.   |
| Additional Fee Disclosure       | As noted above, you are not responsible for paying any fees to Bank for holding this Account. You may be responsible for paying fees to the Platform, which is disclosed under the Fee Schedule of this Agreement. |

This is a non-interest-bearing account. You may deposit any amount after you open the Account.

**B. CONSENT TO USE ELECTRONIC SIGNATURES, COMMUNICATIONS AND STATEMENTS.**

**Introduction.** In order to apply for an Account, you must consent to the use of electronic signatures and electronic records for all transactions with us and for all agreements, disclosures, notices and other Communications (as defined below) relating to those transactions. Once you have given your consent, we may deliver or make any of the documents or Communications available to you by posting them in the Platform App and sending you an email notification when they become available.

**Your Legal Rights.** Certain laws require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first obtain your consent to receive the information electronically. Your consent will also apply to any other person named on your Account, product or service, subject to applicable law.

**Your Consent to Electronic Signatures.** By accepting this Agreement, you understand that: (i) electronically signing and submitting any document(s) to Bank legally binds you in the same manner as if you had signed in a non-electronic form, and (ii) the electronically-stored copy of your signature, any written instruction or authorization and any other document provided to you by Bank is considered to be a true, accurate and complete record, and legally enforceable in any proceeding to the same extent as if such documents were originally generated and maintained in printed form. By accepting this Agreement, you also acknowledge and agree that you have read, understand and agree to all the terms of this Section B, can access the Communications in electronic form, affirmatively consent to the use of electronic signatures and electronic records, and have an active email account. You agree not to contest the admissibility or enforceability of Bank’s electronically stored copy of this Agreement and any other documents.

**Your Consent to Electronic Communications.** To the fullest extent permitted by law, this Agreement, account statements, notices, legal and rate disclosures for your Account, updates and changes to this Agreement, or other service agreements and other communications (collectively, “Communications”) from us to you regarding your Account(s) and related services with us may be provided to you electronically, and you consent and agree to receive all those communications in an electronic form. Electronic Communications may be posted on the pages within the Platform App and/or delivered to your email address. You may print a paper copy of or download any electronic Communication and retain it for your records. All Communications in electronic format will be considered to be “in writing,” and to have been received on the day of posting, whether or not you have received or retrieved the Communication. We reserve the right to provide Communications in paper format. You may withdraw your consent to electronic Communications by contacting us. A withdrawal of your consent will not become effective until we have received and have had a reasonable period of time to implement it. A withdrawal of your consent does not affect the legal effectiveness, validity or enforceability of any transactions, electronic signatures or electronic records of any

Communication entered into, provided or made available before that withdrawal becomes effective. Your consent to receive Communications electronically is valid until your revocation of consent becomes effective. If you revoke your consent to receive Communications electronically, Platform will terminate your right to use the Platform App and we may terminate the Account and related services. You accept all liability for any losses, cost, damages and expenses resulting from such termination to the extent permitted by law.

**Your Review of Communications.** Please review promptly all Communications we deliver or make available to you. If Communications are mailed to you, they will be delivered to you at the postal address shown in our records. If Communications are sent to you electronically, they will be delivered to you at the email address shown in our records or made available to you on the Platform App. We will retain printable versions of your Account statements for seven (7) years or longer periods as may be required by applicable law. You agree to give us and Platform notice of any change of your postal or email address. If you fail to update or change an incorrect email address or other contact information, you understand and agree that any Communication shall nevertheless be deemed to have been provided to you if it was made available to you in electronic form in the Platform App or you were provided email notification of its availability.

**Reporting to You (Statements); Errors and Disputes.** Statements will be made available to you to view and/or print on the Platform App (if available). We will send an email notification when the statements are available online on a periodic basis at approximately monthly intervals. The Account statement will describe each credit or debit (including Card transactions), date of credit or debit. You may view your statement by logging into Platform's website and/or mobile application. Electronically delivered statements will provide all information that would be available in paper statements. Account statements will be considered to be correct unless you notify us, through Platform, of any errors within sixty (60) days of becoming available. Carefully review your statement each statement cycle and notify us of any errors within sixty (60) days of your statement becoming available. Bank will not be liable to you for any error that you do not report to Bank within that period of sixty (60) days. If you think your statement is wrong or if you need more information about a transaction listed on it, please contact Platform, at the customer service contact information set forth in Section L below. In making such communication, you need to tell us: (i) your name and Account number; (ii) why you believe there is an error and the dollar amount involved; and (iii) approximately when the error took place. If you need more information about our error resolution process, contact customer service (at the customer service contact information set forth in Section L below). This paragraph is subject to Section H, and in the event of any conflict between this paragraph and Section H regarding electronic fund transfers, Section H will apply.

**Hardware and Software Requirements.** To access and retain electronic records of the Communications, you must use computer hardware and software that meets the following requirements: a Current Version (defined below) of an Internet browser we support; a connection to the Internet; a Current Version of a program that reads and displays PDF files (such as Adobe Acrobat Reader); and a computer or mobile device with an operating system capable of supporting all of the above. By "Current Version," we mean a version of the software that we support and that is currently being supported by its publisher. To print or download electronic records of Communications, you must have a connected printer or sufficient space on a long-term storage device.

### **C. THE ACCOUNT, GENERALLY.**

**Eligibility.** The Account is available to consumers who are citizens, permanent residents or non-permanent resident aliens in the United States on a valid long-term visa, at least eighteen (18) years of age, and with a valid Social Security Number or a Tax Identification Number. All deposits and withdrawals must be in U.S. dollars. **You must agree to accept electronic, rather than paper statements, as provided above. This means: (i) you must keep us supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and electronic statements). If you do not do so, you may not open an Account. If you withdraw your consent, we may close your Account.**

**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 a copy of your driver's license or other identifying documents.

**Account.** The Account consists of a non-interest-bearing checking account used to hold your deposits and make payments and transfers to and from the Account. You will access your Account via the Platform App. If made enabled by Platform, the Account may include the use of a Card, which is linked to the Account for purposes of making payments and transfers to third parties. Additional information relating to use of the Card is set forth in Section J.

**Password Security.** You are responsible for maintaining adequate security and control of any and all user IDs, passwords, hints, personal identification numbers ("PINs"), or any other codes that you use to access the Account or Card. If you permit any other person(s), including any data aggregation service providers, to access or use your user IDs, passwords, hints, PINs, or any other codes that you use to access the Account or Card, you are responsible for any transactions and activities performed from your Account or Card and for any use of your personal and account information by such person(s). Do not discuss, compare, or share information about your account number or password unless you are willing to give them full use of your money. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Account or Card by third parties and the loss or theft of any funds held in your Account and any associated accounts. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your Account number, Card or access device could use it to withdraw money from your Account, with or without your permission. You are responsible for keeping your email address and telephone number up to date in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to compromise of your account login credentials due to no fault of Bank and/or your failure to follow or act on any notices or alerts that we may send to you. You agree to promptly review all Account and transaction records and other Communications that we make available to you and to promptly report any discrepancy to us.

**Fee Disclosure.** Except as set forth in the Fee Schedule, you are not required to pay Bank any fees in connection with this Account. Platform may charge additional transaction fees and other fees associated with the services provided to you as provided in your agreement with Platform.

**Account Titling and Ownership.** The Account may 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"). You or your appointed party, designee, or appointed individual agree to notify us promptly if you become legally incapacitated, are deemed incompetent, or die. We may continue to accept deposits and process transaction instructions into and from your Account until we: (a) are notified of your death or adjudication of incompetency and (b) have a reasonable opportunity to act on that knowledge. You agree that, even if we have knowledge of your death, we may pay or process transactions on your Account executed 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. We may require additional documentation to confirm any claims made on the Account.

**Power of Attorney.** You may wish to appoint a designated attorney-in-fact to conduct transactions on your behalf (in such capacity, your "Agent"). We have no duty or agreement whatsoever to monitor or insure that the acts of your Agent are for your benefit. We will not be required to follow the instructions of your Agent unless you have furnished us a power of attorney in a form or under circumstances acceptable to us. Unless you revoke it, a power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is also revoked when you become incompetent. We may require your Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of your Agent's knowledge, you are alive and competent and that the relevant powers delegated to your Agent have not been amended or terminated. We may continue to honor the transactions of your Agent until: (1) we have received written notice of the termination of the authority or notice of your death, and (2) we have a reasonable opportunity to act on that notice. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an Agent acting under a valid power of attorney.

**Privacy Policy.** Bank’s privacy policy is available at [U.S. Consumer Privacy Notice from Midland](#) (the "Privacy Policy"). By entering into this Agreement, you acknowledge that you have read and accepted the Privacy Policy.

**Location of the Account.** Your Account is established in the State of Illinois.

**Internet Gambling; Illegal Transactions.** We may, but are not required to, deny authorization for any internet gambling transactions. You agree not to use your Account, Card or our services for online gambling or any illegal activity. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law. You acknowledge and agree that we have no obligation to monitor, review or evaluate the legality of your transactions and Account activity. You agree that using Bank services or your Account or Card for illegal activity will be deemed an action of default and/or breach of contract and, in such event, our services and/or your Account may be terminated at our discretion. You further agree that should illegal use occur, you waive any right to sue us for such illegal use or any activity directly or indirectly related to it, and you agree to indemnify and hold us harmless from any suits, legal action, or liability directly resulting from such illegal use. 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.

**Freezes, Blocking or Closing Accounts Due to Irregular or Unlawful Activities.** You agree that if Bank suspects that any irregular, unauthorized, or unlawful activity may be occurring in connection with your Account or Card, Bank may “freeze” or place a hold on the balance in the Account pending an investigation of such activities. If Bank freezes your Account, Bank will give any notice required under the circumstances by the laws governing the Account. If Bank’s investigation confirms Bank’s suspicions of irregular, unauthorized, or unlawful activity then, notwithstanding anything to the contrary in this Agreement, Bank may immediately close your Account and Card, and may also close any or all other accounts, if necessary, to comply with applicable law. You agree that Bank may also freeze, block, or close your Account as necessary in order to comply with regulations issued by the United States Department of Treasury’s Office of Foreign Assets Control (“OFAC”).

**D. INTEREST INFORMATION.**

**Which Accounts Bear Interest.** Your Account is a non-interest-bearing account. No interest will be earned or paid on the funds held in this Account.

**Rate Information.** Because this is a non-interest-bearing account, there is no interest rate or Annual Percentage Yield (APY) associated with the Account. Any disclosures regarding variable rates or rate changes do not apply to this Account.

**No Accrual of Interest.** No interest accrues on any deposits made to the Account, regardless of the length of time funds remain in the Account or the source of the deposit. We do not use a daily balance method, or any other method, to calculate interest for this Account.

**Balance Requirements.** There are no minimum or maximum balance restrictions on your Account; however, maintaining a balance in this Account will not result in the credit of interest or any other earnings.

**E. DEPOSITS TO YOUR ACCOUNT.**

**Deposits to the Account.** You can make deposits into your Account using any of these methods (if enabled by the Platform):

| <u>Transaction Type</u>  | <u>Frequency and Dollar Amounts/Per Day*</u> | <u>Frequency and Dollar Amounts/Per Month*</u> |
|--|--|--|
| ACH transfers (debit) initiated from us or a linked bank account | \$4,000.00                                   | \$10,000.00                                    |
| Remote Deposit Capture (RDC)                                     | \$2,500.00                                   | \$5,000.00                                     |

### Instant Account Funding\*

\* The limits included here are the highest limits allowed for transactions. However, we reserve the right to allow you to transact higher volume than the limits defined herein at any time without prior notice. In certain cases, for security reasons, we may lower your limits upon notice to you at the time you attempt to initiate a transaction. Limits for Instant Account Funding are described in Section K below.

Linking Bank Accounts. If enabled by Platform for your Account, you may link an account with us or an external account at a third-party financial institution for online transfers between your linked account(s) and your Account. If enabled by Platform for your Account, you may link your external account(s) with your Account by (i) logging into your financial institution on the Platform App, or (ii) by providing the account and routing details for the external account and verifying the two (2) micro deposits we send to your external account the next business day. We may also verify your control of the external account by requiring you to submit proof of ownership of the external account(s). All linked accounts must be with financial institutions in the United States. We may decline the use of any external account that we believe may present a risk to you and/or us. By linking your external account to your Account, and by subsequently logging into your linked account(s) through the Platform App, you authorize us to view your account history and profile, including, but not limited to, your account and routing details, authentication details, balance, transaction history, contact information, and other related information made available by such external financial institution; and you understand this information may be used to transact on your behalf and perform other services subject to our Privacy Policy. When adding an external account, you represent and warrant that you are the owner of, and have the right to access, use and authorize us to use, the external account for information and funds transfer purposes. If any of your linked accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both you and them, and to use the external account with the Platform services. If you do not have such consent, you should not use that external account and we will terminate your use of the linking service if we are notified of such a situation. If you close any of your external accounts, you are responsible for removing it as an account eligible for the linking service to avoid any transaction failure and possible charges related to a failed transaction. We are not responsible for any acts or omissions by the external financial institution or other provider of any linked external bank account, including, without limitation, any modification, interruption, or discontinuance of any linked external bank account by such financial institution, service provider or Platform.

Direct Deposits. If enabled by Platform for your Account, your Account number and bank routing number may be used for the purpose of initiating direct deposits to your Account. The Account number and recipient's name on any direct deposit we receive must match your name. Any direct deposit received in a name other than the name registered to the Account will be returned to the originator. If your Account number changes you must immediately notify your employer or any other payors. You must provide them with the new Account number to ensure that your direct deposit activity continues uninterrupted. 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, you can contact Platform at the customer service contact information set forth in Section L below to find out whether or not the deposit has been made.

Account Funding with Cards. If enabled by Platform for your Account, you may fund your Account with your debit or credit card from an outside financial institution. To fund your Account using a credit or debit card you must have issued by a U.S.-based bank or financial institution bearing the trademark of MasterCard International Inc. ("MasterCard") or Visa Inc. ("Visa"). If enabled by Platform for your Account, you may use one of those debit cards to fund your Account in Instant Account Funding transactions, which are further described in Section K below.

You may not use prepaid cards or gift cards with your Account. Please keep your card account information current. If your card account number changes or your card expiration date changes, we may acquire that information from our financial services partner and update your account accordingly. You may dispute a payment made with your card issuer if you used a debit or credit card to fund your payment. Your rights with respect to the card issuer may be broader than those available under this Agreement.

Remote Deposit Capture (“RDC”). If enabled by Platform for your Account, you may make deposits into your Account by using the Platform App to take a legible picture of the front and back of a negotiable check and transmitting such images. The RDC Service is for non-business, personal use in accordance with this Agreement. We will attempt to collect the item by presenting the image or converting the image into a digital representation of the original check (a “Substitute Check”). Unlike traditional check deposits, you retain the original paper check when you use Remote Deposit Capture. We request you to retain the original check until final settlement of the check. There is currently no charge for using RDC; should there be charges in the future, you will be given appropriate notice. Your wireless telecommunications provider for your wireless device or other third parties that you may utilize may impose fees to make that device data-capable, to exchange data between the device and the Platform, or based on the location of your use. By using the RDC service, you agree that you will be bound by the terms of this Agreement and will follow any and all other procedures and instructions for use of RDC that we may establish from time to time.

You agree to scan and deposit only checks, as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). You agree that the image of the check transmitted to us shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in the State of Illinois. You agree that you will not use RDC to scan and deposit, and you agree that we are not required to accept for deposit, any of the following checks or other items: checks or items payable to any person or entity other than you, including a check payable to “Cash”; checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; checks or items previously converted to a substitute check, as defined in Reg. CC; checks or items drawn on a foreign bank or payable in a foreign currency; checks or items that are demand drafts or remotely created checks (checks lacking the original signature of the drawer); checks that have been previously returned stop payment or account closed; and checks or items dated more than six (6) months prior to the date of deposit.

The image of a check transmitted to us using RDC must be legible. The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, or other clearinghouses. The checks to be deposited via RDC shall be properly endorsed in the same manner in which it is made payable to you and with the restrictive endorsement: “For mobile deposit only.” Receipt of your check image must be received by 2:30 p.m. Central Time, for us to consider that day to be the day of your deposit. Any check image received by us after 2:30 p.m. Central Time is considered as a deposit made on the next business day we are open.

We reserve the right to reject any item transmitted through RDC, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. You agree to receive notices electronically relating to RDC, whether or not you have previously agreed to accept electronic disclosures for your Account. An image of an item shall be deemed received when you receive an electronic confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. As to all checks transmitted to us through RDC, you represent and warrant that: (i) you will comply with the terms and conditions set forth in this Agreement; (ii) you will only transmit eligible items described above in this paragraph; (iii) you have good title to each check and no defense of any party to the check is good against you; (iv) the original check, or a paper or electronic representation, has not previously been deposited for collection with us or any other financial institution, and no depository bank, drawee, or drawer will be asked to pay a check that it already has paid; (v) you have no knowledge or notice of information to indicate that the transaction is fraudulent; (vi) all necessary signatures and endorsements have been placed on the check and are genuine; and (vii) the check has not been materially altered. If any such representation or warranty is breached, we may deduct the amount of the check from any of your accounts or otherwise collect from you this amount plus expenses. You agree to indemnify and hold us, our affiliates, directors, officers, employees, and agents harmless from and against all losses, liabilities, cost, damages and expenses (including reasonable attorneys’ fees and cost of litigation) to which we may be subject or that we may incur in connection with any claims that might arise from or out of your use of RDC, including, but not limited, your breach of any representation or warranty in this Section. You agree to notify us, through Platform, of any suspected errors regarding checks deposited through RDC right away, and in no event later than forty (40) days after the applicable account statement is sent or made available to you. Unless you notify us within forty (40) days, such statement regarding all deposits made through RDC shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

Wire Transfers. If enabled by Platform for your Account, you may fund your Account with a wire transfer. When we accept a wire transfer payment order instructing payment to you or to your Account, we will notify you of our receipt of payment by indicating the amount in your Account statement. Your Account statement will be the only notice of receipt which we will provide you, and no interest will be paid on wire transfer payments deposited into your account unless the account otherwise pays interest.

No Deposits in Cash, Paper Checks or Foreign Currency. Bank will only accept funds deposited electronically through Platform. We are not liable for any deposits (including cash) lost in the mail, lost in transit, or not received by us. We do not accept (i) deposits in (1) cash, cashier’s checks or money order or (2) foreign currency or (ii) deposits of any type of check via mail. If we receive any of those instruments by mail, we will return it to the address we have for you on file. Only deposits made in accordance with the terms of this Agreement will be accepted.

Our Right to Charge Back Deposited Checks or Electronic Transfers. If you deposit a check or receive an electronic transfer as provided in this Agreement and (i) the paying bank returns it to us unpaid; (ii) the paying bank or the issuer of a check demands that we repay them because the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (iii) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and subtract the funds from your Account, even if the balance in your Account is not sufficient to cover the amount we subtract or hold, causing an overdraft. If we have reason to believe that any of the events in the previous sentence have occurred or may occur or that the check or other item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a non-customer account until we determine who is entitled to them.

Right to Reject Any Deposit. We may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only. We are under no obligation to accept any check, item, wire, electronic funds transfer, or other transaction for deposit to your Account or for collection, and we may refuse to cash or give value for any such transaction. We may restrict access to any deposit credited to your account that violates any laws of the United States, including those giving rise to OFAC sanctions. Unless Bank specifically permits you to do so, you may not deposit any substitute check that has not been previously handled by a bank in the collection process. This means you cannot deposit a substitute check you create, or one that is created by another person, unless we enter into an agreement to do so. Nevertheless, if a substitute check is received for deposit, you will be responsible for any losses you or another person suffers relating to that substitute check.

**F. WITHDRAWALS FROM THE ACCOUNT.**

In addition to those withdrawals using your Card (if applicable) described in Section J below and Instant Push to Card Transactions described in Section L below, you can make withdrawals from your Account using any of these methods (if enabled by the Platform):

| <u>Transaction Type</u>                            | <u>Frequency and Dollar Amounts/ Per Day*</u>                        | <u>Frequency and Dollar Amounts/ Per Month*</u> |
|--|--|---|
| ACH transfers to an external bank account or payee | \$4,000.00<br>Number of transactions may be limited per calendar day | \$10,000.00                                     |
| Debit Card Payments                                | \$4,000.00   |   |
| Instant Push to Card*                              |  |   |

\* The limits included here are the highest limits allowed for transactions. However, we reserve the right to allow you to transact higher volume than the limits defined herein at any time without prior notice. In certain cases, for security reasons, we may lower your limits upon notice to you at the time you attempt to initiate a transaction. Limits for Instant Push to Card are described in Section K below.

Instant Push to Card. If enabled by Platform, you may be able to send payments from your Account in Instant Push to Card transactions, which are further described in Section K below.

Wire Transfers. If enabled by Platform for your Account, you may make payments or withdrawals from your Account via a wire transfer payment order. Payment orders will not be accepted until executed by us. We reserve the right to refuse to accept any payment order.

No Overdrafts. You are not permitted to overdraw your Account. If the available balance in your Account is at any time not sufficient to cover any payment or withdrawal you have authorized, we 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, it will be closed at any time or immediately. If you fail to pay the amount of any overdraft, we reserve the right to refer your overdrawn Account to an attorney for collection, and you agree to pay all reasonable expenses, including, but not limited to, reasonable attorney's fees and court costs, incurred by us as a result of your Account being overdrawn.

Notice of Furnishing Negative Information. We may report information about your Account to credit bureaus. Unpaid overdrafts may be reflected in your credit report.

#### **G. FUNDS AVAILABILITY.**

**Availability.** We make 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 we delay the availability of funds or place a hold on a deposit made to your Account, you may not withdraw those funds, and we 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 deposit hold period. We have the right to refuse any deposit. If final payment is not received on any check you have deposited into your Account for which you have received credit, or if any direct deposit, ACH transfer or other transfer for which you have received credit is not paid for any reason, you agree to pay us the amount for which you have received credit. The length of the delay in the availability of funds will vary depending on the type of deposit.

**Business Days.** The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your Account. For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included. Deposits received after the cut-off times provided in this Agreement or on a day Bank is not open will be processed the following business day that Bank is open.

**Same Day Availability.** Funds received from preauthorized electronic payments, such as payroll direct deposits, will be available on the day we receive the deposit. Funds from ACH credits that we receive from a verified external bank account will be available on the day we receive the deposit. Funds from internal transfers will be available immediately, and funds from Instant Account Funding will be available within the same day.

**Longer Availability.** Electronic transfers depositing into the Account initiated through the Platform 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 us.

**Availability of Mobile Deposits.** Checks deposited through the RDC service are not subject to the funds availability requirements of Regulation CC. Checks deposited using the RDC service will generally be made available in your Account no later than six (6) business days after the day you made the deposit. In some cases, we may not make the funds available in accordance with the general policy for other reasons, including, but not limited to, if we have reasonable cause to doubt the collectability of the check. The length of the delay will be counted in business days from the day of your deposit. If your deposit is declined, we will email you the notice by the first business day after the day we receive your deposit. We reserve the right to change the limits on the amount(s) and/or number of deposits that you transmit using RDC and may modify these limits from time to time.

**How Your Account Balance and Available Balance are Determined.** To avoid a negative balance and/or Bank's refusal to process a transaction, it is necessary to understand how your Account balance is determined to avoid having

non-sufficient funds in your Account. Your Account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your Account as well as payment transactions that have been posted to your Account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your Account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to any pledges of Account funds and any minimum balance requirements or to comply with legal process. We use your available balance to determine whether there are sufficient funds in your Account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions, as applicable. Pending transactions and holds placed on your Account may reduce your available balance, in our sole discretion. Pending transactions and holds also may cause your Account to become overdrawn during the time the transaction is pending or a hold is in effect. You may check your available balance and actual balance on the Platform App, at an ATM, or by contacting Platform at the customer service contact information set forth in Section L below.

**How Transactions are Posted to Your Account.** There are two types of transactions that affect your account: credits (deposits of money into your Account) and debits (payments out of your Account). It is important to understand how each is applied to your Account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your Account. If we change these practices, we will provide you notice in accordance with this Agreement.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit funds, the full amount of the deposit may not be available to you at the time of deposit.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. There are many ways transactions are presented for payment by merchants, and we are not in control of when transactions are received. We receive multiple data files every day from the Federal Reserve with ACH transactions Monday through Friday. If the day is a recognized federal holiday by the Federal Reserve, we may not receive or process a file that day. For ACH transactions that we receive at the same time, for example, all in the same data file, ACH credit transactions are posted first and ACH debit transactions are posted second in the order received by us. Bank posts ACH transactions throughout the day Monday through Friday, excluding federal holidays. PIN-Based Card purchase transactions are purchase transactions using your Card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your available balance immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment. Signature-Based Card purchase transactions are purchase transactions using your Card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Such signature-based transactions are not immediately presented for payment. Instant Push to Card transactions are deducted from your available balance immediately at the time of the transaction.

Authorization Holds. When you use your Card for certain transactions, the merchant accepting your Card may request advance authorization of that transaction, and we may place a hold on your Account. This may be the case where you present your Card for payment at restaurants, gas stations, hotels and certain other retail establishments. In certain situations, certain kinds of merchants are permitted to request authorization for a Card transaction in an amount different from the amount of the actual transaction. When we receive an authorization request from a merchant, we do not receive information from which to determine whether the request covers the actual amount of a transaction, an estimated amount, or whether the merchant's request exceeds the amount permitted. Each hold will reduce the available balance in your Account by the amount of the hold, but will not affect your actual balance. In the event the available balance in your Account (i.e., net of the hold) is insufficient to pay items posted to your Account, transactions will decline. An authorization hold is not payment for an authorized transaction. The transaction is subsequently processed by the merchant and submitted to us for payment. We will make payment for a transaction only after the actual transaction is presented to us physically or electronically. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time

throughout the day and are posted to your Account when they are received. Many purchases that are done through the Internet or with a merchant where goods are ordered and to be delivered at a future date will create an authorization at the time of purchase but the transaction may not be sent to us for posting until the merchandise is shipped. Any authorization hold on your Account will be released upon the earlier of: (a) the day we: (i) receive the actual transaction, (ii) post that transaction to your Account for payment, and (iii) match the authorization of that transaction to the actual transaction; or (b) five (5) business days after the date we authorized the transaction. The release of the hold will be in the form of a credit to your Account for the amount of the original hold. Credits for released holds and payments for Card transactions are posted separately to your Account, and the credit for any particular hold is not used to pay the particular transaction for which the hold was originally placed.

#### **H. ELECTRONIC FUNDS TRANSFER DISCLOSURES.**

**Electronic Transfers.** If enabled by Platform, you may originate transfers to and from your Account as provided in Sections E and F of this Agreement. These requests must be made via the Platform. In the case of electronic transfer requests from an external bank account to your Account, we will complete such requests only if the funds are being transferred from your linked external account. The payee name on any direct deposits or credits we receive should, in addition to having the correct Account number, match Account owner name associated with the Account. Any deposits received in any other name may be returned to the originator.

**Next Day ACH. Cut-off Time.** The cut-off time for scheduling a next day ACH transfer is 2:30 p.m. 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. In some circumstances, transactions may be delayed for risk or compliance reasons.

**Same Day ACH. Cut-off Time.** The cut-off time for scheduling same day ACH transfers (if enabled on your Account) is 2:30 pm Central Time. If enabled by Platform, the Same Day ACH means that the transfer will be performed on the same 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.

**Electronic Transfers Using Your Account Number.** If enabled by Platform, you may authorize a third party, such as your employer or a government agency, to transfer funds to and from your Account by providing your Account number and your routing number to such third party. Your Account information should only be provided to trusted third parties authorized to initiate the electronic funds transfers.

**Debit Cards and ATM Services.** Your Card can be used for purchases at points of sales and/or withdrawals at ATMs.

**Types of Electronic Transfers Available.** If enabled by Platform, you may arrange with another party to electronically deposit funds on a one-time or recurring basis directly into your Account. If enabled by Platform, you may arrange with another party to make one-time or recurring charges to your Account to pay bills.

**Limitations on Transfers, Amounts and Frequency.** Your rights under this Agreement to make electronic funds transfers are subject to the frequency and dollar amount limits established in Sections E and F of this Agreement.

**Right to Receive Documentation of Electronic Funds Transfers.** Your electronic funds transfers will be reflected on the statements that will be delivered to you through the Platform App. You can obtain documentation of a transfer at the time you make any transfer to or from your Account using the Platform. You can also contact Platform at the customer service contact information set forth in Section L below to obtain information about any particular deposit or transfer.

**Notice of Varying Amounts.** If you have scheduled recurring transfers from your Account via the Platform or by authorizing a third party to debit your Account, these regular payments may vary in amount, and if they do, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Right to Stop Payment of Preauthorized Transfers and Procedures.** If you have scheduled a one-time or a recurring transfer via the Platform, you may stop or cancel that transfer by following the procedures defined here. To

stop a transfer that you initiated via the Platform App, either one-time or recurring, use the Platform App to cancel such payment, or contact Platform at the customer service contact information set forth in Section L below to request cancellation of the transfer. To stop a one-time or recurring transfer that you have authorized a third party to debit from the Account, please contact that third party to request the cancellation of the payment. You also may contact Platform at the customer service contact information set forth in Section L below to request a stop on the payment. If you wish to contact us to stop a one-time or recurring transfer that you initiated via the Platform App or that you have authorized a third party to debit from the Account, your request to stop the transfer must be received at least three (3) business days before the transfer is scheduled to occur. Regarding recurring payments, you should specify whether you wish to stop one recurring payment or all recurring payments. If you do not specify, all recurring payments may be stopped. You must specify the name of the payee, the dollar amount of the payment and the date of the payment. Regarding recurring transfers that you initiated via the Platform App, we will be liable for your losses or damages if you requested the stop payment at least three (3) business days before the transfer was scheduled to occur and we did not stop the payment. In the case of a recurring third-party debit authorization, you may contact us to stop one recurring payment. To stop all future payments pursuant to the third party's recurring authorization, you must put your initial oral request (if oral) in writing and send it to us within fourteen (14) days of your initial oral request. If the written stop payment notification is not received at least fourteen (14) days before the future payment is scheduled to occur, we will honor that and all other future payments as originally authorized without liability to you.

**Your Liability for Unauthorized Transfers.** You must contact us through Platform, by calling [1-906-254-5135](tel:1-906-254-5135) or emailing [hello@getyourstake.com](mailto:hello@getyourstake.com) if you believe your Account number, Card or PIN was stolen or if you believe someone has transferred or may transfer money from your Account or using your Card without permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account.

If you notify us within two (2) business days after you learn of the loss or theft of your Account number, Card or PIN or other unauthorized access to your Account, you can lose no more than \$50.00 if someone used your Account or Card without your permission. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Account number, Card or PIN or other unauthorized access to your Account, and we can prove that we could have stopped someone from using your Card or Account without your permission if you had notified us, you could lose as much as \$500.00.

If your statement shows transactions that you did not make, including those made by use of your Account number, Card or PIN, notify us at once. If you do not notify us within sixty (60) days after the statement was made available to you, you may not get back any of the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or a hospital stay) keeps you from telling us, we will extend the time periods.

**Errors and Disputes.** If you think your statement is wrong or if you need more information about a transaction listed on it, please contact us through Platform at [1-906-254-5135](tel:1-906-254-5135) or emailing [hello@getyourstake.com](mailto:hello@getyourstake.com). You must report any errors within sixty (60) days from the date on which we made available to you on the Platform App the FIRST statement on which the problem or error appeared. You must provide the appropriate information for us to investigate the error or unauthorized transaction, including at least your name and account number and the date of the transaction and its amount. If you call us, we may request that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to use this additional time, we will credit your Account for the amount you think is in error within ten (10) business days, so that you will have use of the money during the time it takes to complete the investigation.

If your Account was opened less than thirty (30) days before the date of the suspected error, we may extend the ten (10) business day period to twenty (20) business days before crediting your Account.

If your Account was opened less than thirty (30) days before the date of the suspected error, the error resulted from a point-of-sale debit card transaction or was initiated in a foreign country, we may extend the forty-five (45) day period to ninety (90) days to investigate your complaint or question.

If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we will not credit your Account.

You will be informed of the result of the investigation within three (3) business days after our completion of the investigation. If we decide there was no error, we will send you an explanation by email or by making it available via the Platform App. Copies of the investigation documentation can be obtained by calling Platform at [1-906-254-5135](tel:1-906-254-5135) or emailing [hello@getyourstake.com](mailto:hello@getyourstake.com).

**Our Liability for Failure to Complete Transactions.** If we do not complete a transfer to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, we are not liable for any failed transfer if:

- (1) through no fault of ours, you do not have enough funds available in the Account to cover a transaction;
- (2) the merchant refuses to accept the transaction;
- (3) the ATM or device does not have enough cash or is not working properly;
- (4) if an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) the merchant requests authorization for an amount greater than the purchase amount;
- (6) access to your Card, Account or linked account has been blocked after you reported your Card, Account number or linked account number lost or stolen;
- (7) there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (8) we have reason to believe the requested transaction is unauthorized;
- (9) we have received incomplete or inaccurate information from the third-party payor or payee;
- (10) if circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (11) if there are other exceptions stated in this Agreement or as provided by law.

**Business Day.** For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included.

**Confidentiality.** We will disclose information to third parties about your Account or the transfers you make: (i) where it is necessary for completing transfers, (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; or (iv) if you give us your written permission.

## **I. WIRE TRANSFER SERVICES.**

**Electronic Transfers via Wire Transfer.** If enabled by Platform, you may originate transfers to and from your Account via wire transfer as provided in Sections E and F of this Agreement. In the case of electronic transfer requests from an external bank account to your Account, we will complete such requests only if the funds are being transferred from your linked external account. Subject to the terms and conditions of this Agreement, you hereby authorize Bank and Bank hereby agrees to honor, execute and charge to the Account all requests for the wire transfer of funds you make through the Platform. The Uniform Commercial Code (“UCC”) includes provisions relating to wire transfers. The provisions define the following terms: funds transfer, payment order and beneficiary. The terms are used here as they are defined in Article 4A of the UCC titled “Funds Transfers” as adopted by the State of Illinois. In general, a funds transfer is the process of carrying out payment orders that lead to paying a beneficiary. The payment order is the set of instructions given to bank to transfer funds. The beneficiary is the person or business who received the payment. You may submit domestic U.S. wire transfer requests via the Platform. Wire transfer requests will not be accepted through any other medium. Incoming domestic U.S. wire transfers to the Account are processed by the Bank. Wire transfer refers to the transfer of funds through the Fedwire® Funds Service of Federal Reserve Banks or other

means. Wire transfer does not include ACH transfers. For outgoing wire transfers, a fee is charged to Account associated with or originating the outgoing wire transfer for outgoing wire transfers. Information about the fee can be found below.

**Verification of Wire Transfer Requests.** A wire transfer request will be processed only if the request complies with Bank's security and verification procedures. You must log into the Platform and pass two-factor authentication to submit a wire transfer request, and further agree to comply with any other security procedures that Bank adopts now or in the future for initiation of wire transfer requests. You agree that any wire transfer request, or request for amendment to or cancellation of a wire transfer request, as described below, made pursuant to Bank's security and verification procedures, shall be conclusively deemed to be your instruction, whether or not you authorized the same, and you will be required to pay Bank, and Bank is authorized to charge the Account, for any such wire transfer.

**Adequacy of Security and Verification Procedures.** You acknowledge Bank's security and verification procedures will not detect error in the transmission or content of the wire transfer instruction and agree to be solely responsible for the discovery and identification of any error and to advise Bank of such error as described below. You agree Bank's security and verification procedures as implemented by Bank from time to time, are commercially reasonable, and you will be bound by any wire transfer instruction issued in your name and accepted by Bank in compliance with the procedures.

**Wire Transfer Request Procedures and Accuracy.** All wire transfer requests must conform to Bank procedures, which may be amended by Bank from time to time. The procedures include the method for submitting wire transfer requests and cut-off times. You understand the accuracy of the account/routing/transit number associated with a financial institution ("FI") and the account number of a wire transfer recipient, i.e., the beneficiary, is critical. You acknowledge and agree that Bank and beneficiary's FI may rely solely upon the account/routing/transit number or similar identifying number provided in the wire transfer request to identify (a) the beneficiary and (b) the beneficiary's FI. You are required to pay Bank, and Bank is authorized to charge the Account, for any wire transfer made by Bank at your request using such account/routing/transit number or similar identifying numbers, even if you identified the beneficiary or FI by name. If there is a discrepancy in your wire transfer request between the name of the beneficiary or the FI and such beneficiary's account/routing/transit or similarly identifying number, Bank will, and is authorized to make payment on the basis of such identifying number, even if it results in a beneficiary or FI other than the one designated by you by name being paid. If you give us a payment order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure we employ.

**Time of Wire Transfer Request; Sufficient Funds Available.** Regardless of what time or day you complete a wire transfer request through the Platform, the business hours of the wire transfer department of the Bank determine when wire transfer requests are processed. The business hours and processing cut-off times appear below. The business hours and cut-off times may be amended by Bank from time to time. Wire transfer requests received on a non-business day or after hours on a business day will be handled the next business day. Bank is not required to act on the day it receives a wire transfer request if the request is received after business hours or Bank cannot reasonably execute the wire transfer request within such business hours. Bank is authorized to use any means for the transmission of funds Bank considers suitable. Bank is not required to honor wire transfer requests, unless you have an Account balance of actually and finally collected funds sufficient to cover the amount of the wire transfer and fees to be charged to the Account. If, because of circumstances beyond its control, Bank is delayed beyond the time limits appearing below or by law in acting upon a wire transfer request, the time for acting shall be extended for the time necessary to complete the action, if Bank exercises such diligence, as circumstances require.

**Handling of Wire Transfer Requests, Amendments, Revocations and Discrepancies.** You may ask Bank to amend or cancel any wire transfer or related instruction, subject to authentication using the procedures set forth above, and Bank will use its best efforts to comply with such request if the request is made at a time and in a manner that gives Bank a reasonable opportunity to act on the request before it makes the wire transfer or carries out the instruction as you originally requested; provided, however, you agree Bank shall not be responsible and will have no liability for any loss resulting from any delay in handling or completing a wire transfer request, or for Bank's inability for any reason to carry out a requested amendment or cancellation of a wire transfer request. If you ask Bank to recover funds Bank has already transferred in accordance with a wire transfer request, Bank may attempt to do so in its sole

discretion, but Bank shall be under no obligation to seek recovery of any funds. If Bank grants a request to attempt to recover funds, Bank will take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any FI that received such funds. In no event, however, shall Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred before Bank received and had time to act upon the request to amend or cancel the wire transfer request.

**Duties of Bank.** The duties and responsibilities of Bank with respect to wire transfers are specifically contained in this paragraph. Bank shall exercise the same degree of care and discretion in acting upon an instruction for the wire transfer of funds as Bank would ordinarily take in the wire transfer of funds for its own account; PROVIDED, HOWEVER, BANK SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR FOR ANY ACTION TAKEN OR OMITTED TO BE TAKEN BY BANK EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Any claim for compensation by you must be made in writing and received by Platform at hello@getyourstake.com within a reasonable time, not exceeding fourteen (14) days from the date of the transaction on which the claim is based.

**Fees and Charges.** A \$ \_\_\_\_\_ fee is charged for each outgoing wire transfer request to the Account associated with or originating the outgoing wire transfer. Fees may also be assessed by the receiving and/or beneficiary financial institution(s) for a wire transfer returned for insufficient or incorrect information provided by you that prevented funds from being applied to the beneficiary account. The fee(s) may vary and will be deducted from the funds returned to Account by the financial institution(s) charging the fee(s).

**Compliance with Laws.** By using wire transfer services, you represent that (a) you are not located in a country that is subject to U.S. government sanctions, including without limitation, the Crimea region of Ukraine, Cuba, Iran, North Korea, or Syria, or other U.S. government embargoes, (b) you are not a person, group or entity that has been designated by the U.S. government as a Specially Designated National (SDN) or in a “terrorist supporting” country, (c) you are authorized under U.S. federal, state and local laws to conduct financial transactions with Bank, (d) you are not subject to sanctions by the U. S. Department of the Treasury, Office of Foreign Assets Control (OFAC), and (e) you will not use the Account or any services provided by Bank to facilitate payments, either directly or indirectly, to a sanctioned country, person, group or entity. Bank vigorously enforces laws and regulations promulgated by OFAC and, in accordance with OFAC rules, Bank reserves the right to: (i) check the names of current and new customers against OFAC’s database, and (ii) block and/or reject transactions until Bank is satisfied that you or any wire transfer recipient parties are not subject to OFAC sanctions.

**Hours of Operation and Cut-Off Times.** Bank’s wire transfer department is open from 9:00 am to 5:00 pm, Monday through Friday. Outgoing wire transfer requests received before 3:00 pm Central Time will be processed the same business day if funds are available. Incoming wire transfers received between before 3:00 pm Central Time are processed the same business day. Funds from incoming wire transfers are available the day the deposit is applied to the Account. Wire transfers are not processed on weekends or Federal Reserve Bank holidays.

#### **J. ADDITIONAL INFORMATION REGARDING CARD.**

**Debit Card.** If enabled by Platform, you may use a Card to access or use funds in your Account. The Card is a debit card that allows you to have access to your Account to perform electronic funds transfers. You must activate your Card prior to use. You can activate it by accessing the Platform App. You are responsible for all authorized transactions initiated and fees incurred in connection with use of the Card. If you permit another person to have access to the Card or your Card credentials, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. If you need to replace your Card for any reason, please deactivate the Card by notifying us via the Platform website and/or mobile application, by calling Platform at 1-906-254-5135, or by emailing Platform at hello@getyourstake.com.

**Expiration Date.** The expiration date of the Card is identified on the back of the Card. You agree to sign the back of the Card immediately upon receipt. The Card is our property and must be surrendered to us or discarded upon demand. The Card is a debit card. The Card is not a credit card. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

**Secondary Cardholder.** You may be allowed to authorize additional Cards to be linked to your Account and provided to a secondary cardholder. We will treat the transactions initiated by the secondary cardholder as authorized by you and you will be liable for all transactions, fees and other liabilities related to such secondary cardholder.

**Virtual Card.** 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 not use your Virtual Card to obtain cash anywhere.

**PIN.** You will be provided with a personal identification number (“PIN”), which must be used in all automated teller machine (“ATM”) transactions and certain PIN debit transactions when requested at the point of sale. You should not disclose your PIN to anyone. If the security or confidentiality of the PIN is compromised, please notify Platform at Platform’s website and/or mobile application in order to block your Card. Alternatively, you may notify Platform at the customer service contact information set forth in Section L below.

**Spending and Withdrawals Limits.** You may use your Card to withdraw cash from your Account, pay for purchases at places that have agreed to accept the Card, and pay bills directly from your Account in the amounts and on the days you request. There are transactional (dollar) limits per day imposed on your Card. The transactional limits imposed on your Card are provided in the table below. These limits are the maximum amounts that you can spend with your Card per day and are subject to periodic review and to change based on your Account history, activity, Platform’s reviews and other factors. We reserve the right to allow you to transact higher volume than the limits defined herein at any time without prior notice. Because of the limitations imposed by some ATMs and in the event of equipment failure or unavailability, you may not be able to withdraw or to access funds even though you have not exceeded these limitations. The daily period to which the transactional limits apply are on a rolling 24-hour basis.

| Transaction Type                             | Dollar Limit per Day |
|--|----------------------|
| Points of Sale<br>(Merchant)<br>Transactions | \$4,000.00           |
| ATM Cash<br>Withdrawals                      | \$500.00             |

**Fees.** We do not charge any fees for the use or initial issuance of the Card. You may use your Card at ATMs and cash dispensers. In such cases, you might be charged a fee from such ATMs’ or cash-dispensers’ operators, networks or merchants. You may be allowed to fund your Account via reload at the register services at retailers within the appropriate network. You may be charged a fee from such retailer at the time of the transaction.

**Foreign Transactions.** If you make a purchase in a currency other than dollars, the amount deducted from your Account will be converted by Mastercard International Incorporated into dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date.

**Card not Present Transactions.** If you use the 16-digit Card number without presenting the Card in person (such as for a mail order, telephone, or internet purchase), the legal effect will be the same as if you had physically presented the Card itself. For security reasons, we may limit the amount or number of such transactions you may make.

**Processing Errors.** We will rectify any processing error that we discover. If the error results in your receipt of less than the correct amount to which you are entitled, we will credit the Account for the difference. If the error results in your receipt of more than the correct amount to which you are entitled, we will debit the extra funds from the Account.

**Card on File.** If you keep your Card on file with a merchant or payee with authorization to bill that Card for recurring payments, or to make future purchases or payments, you may need to notify each merchant of your updated debit card information, such as a new card number or expiration date, to ensure payments are uninterrupted.

**No Warranty.** We are not responsible for the delivery, quality, safety, legality, or any other aspect of the goods and services purchased from merchants with the Card. All disputes concerning those matters should be addressed to the merchants from whom the goods and services were purchased. Merchants have no authority to make representations or warranties on our behalf, to bind us or to enter into any agreement on our behalf. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Receipts.** You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

**Digital Wallets.** You can add your Card to a digital wallet by following the instructions of the digital wallet. The digital wallet may not be accepted in all places where your Card is accepted. We may terminate the ability for you to add the Card to a digital wallet at any time. You should contact the digital wallet provider to remove a Card from the digital wallet. We can end or suspend your ability to use a Card with the digital wallet at any time. You are solely responsible for maintaining the security of your digital wallet credentials (including user identification, password or other access credentials). If you share these credentials with any other person, you expressly authorize that person to have access to your personal information, to access your Account and to initiate charges to your Account using the digital wallet service. We currently do not impose a fee for using your Card with a digital wallet, but we reserve the right to impose a fee in the future. Please note that a digital wallet provider or another third party enabling or associated with your use of a digital wallet may charge a fee for using your Card with such digital wallet service. We are not a provider of any digital wallet service that you may choose to use, and we are not responsible for providing the digital wallet service to you. We are only responsible for supplying information securely to the digital wallet provider to enable usage of the Card in such digital wallet. We are not responsible for any failure of the digital wallet or the inability to use the digital wallet for any transaction. We are not responsible for the performance or non-performance of the digital wallet provider or any other third parties regarding any agreement you enter into with the digital wallet provider or associated third-party relationships that may impact your use of the digital wallet. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF A DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK, AND WE ARE NOT RESPONSIBLE FOR THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, OR ACCURACY. You agree that we may exchange your information with your digital wallet provider, a payment network (e.g., Visa and Mastercard), and others in order to enable your use of a digital wallet service, make information available to you about your Card transactions, and improve our ability to offer our services in connection with a digital wallet service. We do not control how digital wallet providers or other third parties use the information received in connection with digital wallet services, and the use of such information is governed by such party's privacy policy. We are not responsible for the security of the information provided to any digital wallet provider or stored in a digital wallet. We are not responsible if a security breach occurs that affects any information stored in, or sent from, a digital wallet.

#### **K. INSTANT PAYMENTS.**

If enabled by Platform, you may fund your Account instantly using an eligible debit (Instant Account Funding) or instantly transfer funds from your Account to an eligible debit. You will have to link the debit card to the Account using the Platform App and provide such additional information requested on the Platform App regarding the transaction, and the debit or credit card must be enabled by the payment network for instant transfer services. You can transfer funds from a bank account you have with another financial institution through a debit card associated with

that bank account. Using a debit to transfer funds allows you to access those funds from your Checking Account within 10 minutes. There may be a fee for this type of transfer. Please refer to the Fee Schedule for information concerning fees applicable to your Checking Account. These transactions operate through card networks (Visa Direct and/or Mastercard MoneySend). Cross-border transactions are not eligible for Instant Account Funding or Instant Push to Card. Limits for Instant Account Funding and Instant Push to Card transactions are set forth below. These limits are subject to periodic review and to change based on your Account history, activity, Platform’s reviews and other factors. We reserve the right to allow you to conduct transactions in excess of the limits at any time without prior notice. Additional limits may be imposed by other financial institutions involved in Instant Account Funding and Instant Push to Card transactions that are outside of our control.

| Transaction Type        | Consumer Debit Card - Dollar Limit per Day                   |
|-------------------------|--|
| Instant Account Funding | \$500 Number of transactions may be limited per calendar day |
| Instant Push to Card    | \$500 Number of transactions may be limited per calendar day |

You will not use Instant Account Funding or Instant Push to Card transactions to violate any applicable law or regulation, including OFAC rules. Instant Account Funding and Instant Push to Card transactions may fail, be rejected or be delayed due to a review by us or other financial institutions involved in the transactions, such as for fraud, regulatory, or compliance reasons, or if the transaction exceeds applicable limits. An Instant Account Funding transaction also may fail or be rejected for the following reasons, without limitation: (i) there are insufficient funds available in the sender's account; (ii) you reject the payment or decline to receive such payments generally; (iii) the payment exceeds the sender's limits; (iv) your Account is closed, invalid, or ineligible to receive such payments, or is being monitored for suspected fraudulent or other illegal activity; and (v) the sender's account is being monitored for suspected fraudulent or other illegal activity.

By submitting a request for an Instant Push to Card transaction, you irrevocably and unconditionally authorize us to deduct the amount from your Account and to initiate that payment transaction. We may deduct this amount immediately upon receipt of your submission of the request. You should only use Instant Push to Card transactions to make payments to persons who you know. You are responsible for verifying that the information for the receiver of an Instant Push to Card transaction is accurate and complete. We have no obligation to verify the accuracy or completeness of that information. We may reject a requested Instant Push to Card transaction if you do not have sufficient funds in your Account for that transaction. An Instant Account Funding transaction also may fail or be rejected for the following reasons, without limitation: (i) if the recipient rejects the payment or declines to receive such payments generally; (ii) your Account is closed, invalid, or ineligible to send such payments, or is being monitored for suspected fraudulent or other illegal activity; and (iii) the recipient's account is being monitored for suspected fraudulent or other illegal activity.

Any dispute between you and a sender or receiver of an Instant Account Funding or Instant Push to Card transaction must be resolved directly between you and the sender or receiver. We have no responsibility for, and shall not be liable to you in connection with, any dispute between you and a sender or receiver.

**MISCELLANEOUS.**

**Assignment; Transfer; Non-Waiver.** The Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Platform is an agent of Bank for some purposes and will be responsible for carrying out some of Bank’s responsibilities under this Agreement as Bank’s agent, including receiving notices from you, responding to any notices relating to questions or complaints concerning your Account or Card, and carrying out other responsibilities described in this Agreement. Accordingly, where Bank is responsible for matters under this Agreement, those matters may be handled either by Platform or by Bank directly. Use of the Account and Card is subject to applicable Federal and state laws and all applicable rules and customs of any clearinghouse or other association governing your Account, Card or any transactions. If you or we excuse each other from complying with

any part of this Agreement, this will not waive compliance by the excused party on any other occasion, notwithstanding the number of previous excusals or their duration. A party may not rely justifiably upon the other party's past forbearance to vary present or future rights, obligations or performance under this Agreement. If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall not invalidate or render unenforceable any other provision of this Agreement.

**Deposit Network Service.** From time to time, we may, but are not obligated to, deposit some or all the funds in your Account with one or more other depository institutions through a deposit network program (a "Deposit Network Service") administered by us or by a third-party service provider (a "Third-Party Service Provider"). In order for you to participate in a Deposit Network Service, we may ask you to enter into additional agreement(s) with us with respect to the Deposit Network Service. All depository institutions that participate in a Deposit Network Service (each a "Network Bank" and, together, the "Network Banks") are insured by the Federal Deposit Insurance Corporation ("FDIC") or the National Credit Union Administration ("NCUA"). Each account at a Network Bank in which any of the funds in your Account are deposited as part of a Deposit Network Service shall be titled in the Bank's name or Bank's agent's name as custodian and beneficially held to provide deposit insurance coverage to Account customers of Bank. Bank may transfer funds from your Account directly to a Network Bank, or your funds may be placed in the custody of a FDIC-insured or NCUA insured custodian bank (a "Custodian Bank") prior to being transferred to a Network Bank. If any of your funds are held at a Custodian Bank, they shall be placed in an account that is titled and beneficially held to provide deposit insurance coverage to Account customers of Bank. Your funds that are held at a Network Bank will be governed by the terms of this Agreement in the same manner and to the same extent as funds held in your Account at Bank, including with respect to interest rates, fee schedules, and the Funds Availability Policy, but you will not have direct access to any account that is established at a Network Bank or Custodian Bank and may not take any direct action with respect to a Deposit Network Service.

You appoint Bank as your limited agent to provide the Deposit Network Service. Bank may at any time and in its sole discretion effect deposits to and withdrawals from your Account(s) at Bank and any accounts established at the Network Banks as part of the Deposit Network Service. You authorize Bank to use one or more Third-Party Service Providers selected solely by Bank to act as your limited agent(s) to provide the Deposit Network Service, including the selection of one or more Network Banks and one or more Custodian Banks as Bank deems suitable for the purpose of providing the Deposit Network Service. Any funds in your Account(s) at Bank that Bank or its agents deposits at a Network Bank as part of the Deposit Network Service, and any funds that you hold or are held for your benefit at the same Network Bank by any other means (i.e., not by Bank or its agents as part of the Deposit Network Service) in the same capacity in which you hold the funds in your Account(s) at Bank, will be eligible for FDIC deposit insurance or NCUA share insurance, as applicable, in the aggregate up to the Standard Maximum Deposit Insurance Amount ("SMDIA") in effect under FDIC or NCUA regulations, which is currently \$250,000. IT IS YOUR RESPONSIBILITY TO MONITOR THE AGGREGATE BALANCE OF FUNDS YOU BENEFICIALLY OWN AT EACH NETWORK BANK TO DETERMINE WHETHER THE AGGREGATE BALANCE EXCEEDS THE SMDIA AND TO TAKE APPROPRIATE ACTION REGARDING THE FUNDS YOU OWN OUTSIDE YOUR ACCOUNT AT A NETWORK BANK. IF THE AGGREGATE AMOUNT OF FUNDS THAT YOU BENEFICIALLY OWN AT A NETWORK BANK EXCEEDS THE SMDIA, AND THAT NETWORK BANK WERE TO FAIL, YOU MAY BE SUBJECT TO A LOSS OF FUNDS IN EXCESS OF THE SMDIA. If you determine the aggregate balance of your funds at a Network Bank may exceed the SMDIA, then upon your request to customer service (see contact information below), Bank will use reasonable efforts to limit or lower the amount of your funds held, or avoid holding your funds, at such Network Bank. In order to help you monitor your deposits, a current list of Network Banks will be available on the Platform App.

Bank and its agents will maintain records of the balance that each depositor of Bank beneficially holds at each Network Bank. The use of the Deposit Network Service will not modify the Funds Availability Policy that is part of this Agreement. Subject to the terms of the Funds Availability Policy, your access to the funds in your Account will not be affected by Bank's participation in a Deposit Network Service.

**Abandoned or Inactive Accounts.** Applicable state unclaimed property laws govern when accounts are considered abandoned. Your Account is usually considered abandoned if you have not made a deposit or withdrawal, or signed in to your online Account, for a specified period of time. We are required by the unclaimed property laws to turn over accounts considered abandoned to the applicable state. Before we turn over an abandoned account, we may send a notice to you by e-mail or the address we show for the account statement. Unless prohibited by law, we may charge to your Account our costs and expenses of any notice, payment and turnover of the remaining balance of your Account to the applicable state.

**FDIC Insurance.** For any deposit accounts you open, the FDIC requires Bank to disclose, and you hereby acknowledge, that deposits held by Bank are insured up to \$250,000 federal deposit insurance limit, per depositor for each ownership category.

**Account Owner Representations and Warranties.** By requesting, activating or using the Account or Card or by retaining, using or authorizing the use of the Account or Card, the owner of the Account represents and warrants to us that: (a) Account owner has received a copy of this Agreement and agrees to be bound by and to comply with this Agreement; (b) the personal information that the Account owner provides to us in connection with the Account is true, correct and complete; and (c) the Account and Card will only be used for personal, family or household purposes.

**Our Relationship with You.** This Agreement and the relationship between you and the Bank is that of debtor and creditor, and the Bank owes no fiduciary duty to you. The products and services offered by Platform are not endorsed or guaranteed by Bank and Bank assumes no liability for the Platform's products and services, except for those services expressly provided for in this Agreement. You understand that Platform and Bank are not partners, affiliates or joint venturers with each other. Nothing in this Agreement is intended to be read or understood as making Platform and Bank partners, affiliates or joint venturers or impose any liability as such on either of them. Unless otherwise expressly stated in this Agreement, Platform has no authority to act or represent Bank in any way. Bank provides the services under this Agreement in part through one or more service providers, including Platform. You agree that Platform and any other such service providers are third-party beneficiaries of this Agreement, which means they can enforce the Agreement against you.

**Standard of Care; Limitation of Liability.** Our liability for losses you incur in connection with your Account is limited to actual damages proved that are proximately caused by our failure to exercise ordinary care or comply with this Agreement.

We will have no liability for acting on instructions from you, or instructions we believe in good faith to be from you. We will have no liability for declining to act on instructions whose authenticity or accuracy cannot be verified to our satisfaction, or for not acting on instructions not actually received. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we and our affiliates contract 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 your Account, Card, any products or services purchased using the Account, or this Agreement (as well as any related or prior agreement you may have had with us).

Without limiting the foregoing, we will not be liable for and will be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, act of terror, emergency conditions, or other conditions beyond our control. To the extent allowed by law, we not be liable for and will be excused from failing to process or any delay in processing a transfer of funds (i) if, in our sole discretion, processing a transfer would violate or contribute to the violation of any law, regulation or regulatory requirement; or (ii) if processing a transfer, in our sole discretion, would cause it to engage in an unsafe and unsound practice.

Except if another provision of this Agreement requires a shorter time period, any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Account-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs.

You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Account.

This Section shall survive termination of this Agreement.

**Adjustments.** If we make an error in your favor by excessively crediting or insufficiently debiting your Account for any reason, including, without limitation, the giving of cash or credit in excess of a corresponding account debit, you agree that you immediately owe us the amount in error, whether you relied on the error or not, and that we may debit your Account for the amount in error.

**Indemnification.** You will indemnify and defend us and our officers, directors, employees, agents, and representatives, and hold each of them harmless, against suit, judgment, asserted claim, demand, excise taxes, claims, liabilities or losses, including fees of counsel, interest and other expenses, arising directly or indirectly from your Account, Card, our performance under this Agreement, your breach of your obligations under this Agreement, your instructions, actions or omissions, or the instructions, actions or omissions of third parties whom you have permitted to direct, manage, view or otherwise act or omit to act in connection with your Account, except to the extent the claim, liability or loss arises out of our failure to exercise ordinary care or comply with this Agreement. If we and our officers, directors, employees, agents or representatives are entitled to indemnification under this Agreement, we will give you notice of the claim and any further pleadings, communication or other information connected with it. You shall defend us, and our officers, directors, employees, agents, and representatives, or pay for the cost of our defense, as we or our officers, directors, employees, agents or representatives shall elect. The parties shall cooperate for the cost-effective defense of the claim, and we and our officers, directors, employees, agents and representatives will not settle any claim for which indemnification is demanded without your consent. This provision shall survive termination of this Agreement.

**Right to Set Off.** If your Account balance becomes and remains negative, we can use the funds in any of your accounts with us to repay the negative balance in your Account without any further notice or demand. Moreover, we have the right to set-off against any account you have with us any liability, direct or contingent, past, present or future that you owe us, including, but not limited to, any such liability you owe us under this Agreement. If your Account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. Further, you grant us a lien on and security interest in the funds on deposit in each of your accounts as security for all of your liabilities and obligations to us, now or in the future. You may not grant a security interest in your Account to anyone other than us without our written agreement.

**Claims of Loss.** If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your Account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**No Warranty of Availability or Uninterrupted Use.** From time to time, services related to the Platform App or the Account may be inoperative. When this happens, you may be unable to access the Platform App, and you may be unable to use the Account or obtain information about the Account. Please notify us if you have any problems using the Account or Platform App. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts. To the fullest extent permitted by law, we do not make any warranties of any kind related to the Platform App, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose.

**Amendment.** Except as otherwise required by applicable law, we may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on the Platform App, and any such amendment will be effective upon such posting to 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, we may implement it without prior notice.

**Customer Service.** For customer service or additional information regarding your Account, please contact Platform at:

Phone: [1-906-254-5135](tel:1-906-254-5135)

Email: [hello@getyourstake.com](mailto:hello@getyourstake.com)

Hours. Customer Service agents are available to answer your calls: [confirm times]

Eastern Time: Monday through Friday: 9:00 AM – 5:00 PM.

Central Time: Monday through Friday: 8:00 AM – 4:00 PM.

Pacific Time: Monday through Friday: 6:00 AM – 2:00 PM.

**Communications About Your Account.** You agree that we may contact you by phone, text message, email, or mail to service your Account. You agree to provide us accurate contact information. You agree that we may contact you at any phone number, email address, or mailing address that you provide us. When you give us a phone number, you expressly consent that we and our agents may contact you by phone call or text message at that phone number. You agree that we may leave you prerecorded messages and that we may use automated telephone dialing systems when contacting you by phone call or text message at any number you provide us. You agree that we may monitor, record, and retain your communications with us at any time in accordance with applicable law.

**Arbitration. PLEASE READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IN THIS ARBITRATION PROVISION, "WE," "OUR" AND "US" REFER TO BANK AND PLATFORM. THIS ARBITRATION PROVISION PROVIDES FOR MANDATORY ARBITRATION OF CONSUMER CLAIMS (SUBJECT TO SOME EXCEPTIONS), INSTEAD OF COURT PROCEEDINGS. IF YOU OR WE ELECT ARBITRATION OF A CLAIM, NEITHER WILL HAVE THE RIGHT TO PURSUE THAT CLAIM BEFORE A JUDGE OR JURY IN COURT OR TO PARTICIPATE IN A CLASS ACTION PROCEEDING. RIGHTS YOU WOULD HAVE IN COURT THAT MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION INCLUDE THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL. FEES AND EXPENSES OF ARBITRATION MAY BE HIGHER THAN THOSE ASSOCIATED WITH COURT PROCEEDINGS. THE ARBITRATOR'S DECISION WILL BE BINDING, EXCEPT AS PROVIDED BELOW.**

Agreement to Arbitrate. Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: i) this Agreement; ii) the Account, Card or our services; iii) your use of the Account, Card or our services; iv) the amount of funds held in the Account; v) advertisements, promotions or oral or written statements related to the Account or our services; vi) the benefits related to the Account, Card or our services; or vii) transactions made using the Account, Card or our services, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). The arbitration shall occur in Illinois.

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

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

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

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

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

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, YOU MUST NOTIFY PLATFORM WITHIN SIXTY (60) DAYS FROM THE DATE YOU ENTER INTO THIS AGREEMENT AT [hello@getyourstake.com](mailto:hello@getyourstake.com), TO CLOSE THE ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.

**Costs of Arbitration.** You and we will be responsible for paying the fees of the arbitrator and any administrative fees charged by the arbitrator according to the rules and procedures of the arbitrator. We will also pay or reimburse you for all or part of other arbitration fees, if the arbitrator determines there is good reason to do so, and we will pay any fees and costs, which we are required to pay by law or by the rules and procedures of the arbitrator. In addition, in the event that you receive an arbitration award that is greater than our last written settlement offer, the arbitrator shall have the discretion to require us to pay your attorneys’ fees and costs. Otherwise, each party will bear its own attorneys’ fees and costs, regardless of who prevails.

The arbitrator’s decision is final and binding on the parties, except for any right of appeal provided by the Federal Arbitration Act. Costs will be allocated in the same way as costs are allocated in arbitration by a single arbitrator. A final and binding award is subject to judicial review only as provided by the Federal Arbitration Act. An arbitration award will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

**Governing Law.** Except to the governed by federal law, this Agreement shall be governed by the laws of the State of Illinois.

**Termination.** We and you each may terminate this relationship unilaterally at any time upon notice. We may suspend your Account, Card or this Agreement at any time. To close your Account and Card and terminate this Agreement, please contact us through Platform at the customer service contact information set forth in this Section L above. For you to close your Account, your Account must not have a negative balance or any holds on funds in the Account. When you close your Account and Card, all outstanding items will be processed and posted to your Account or returned unpaid. Upon termination, Bank will return to you any remaining funds in the Account in a check mailed to your address on file associated with the Account, provided that you may request the balance to be returned to an external account that you have maintained, including any linked bank account, such request to be granted in our discretion. Allow at least fourteen (14) days for processing of any such balance return. You agree that we require a reasonable amount of time to make your cancellation effective after you give us notice of cancellation. We will not be liable for any loss or damage that may result from not honoring any items we receive after your Account is closed. All cards and linked bank accounts will be disconnected and no longer available to use in connection with the Account. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to the effective date of your cancellation. You understand and acknowledge that even after executing this Agreement and opening an Account, Bank has the right to close your Account and terminate this relationship, and you will have no right to compel Bank to grant access to Bank services, either initially or after an Account is opened. If you terminate your relationship with Platform, the Account will automatically be closed.

Midland States Bank, member FDIC, is the issuer of the Card pursuant to a license by Mastercard International Incorporated. Mastercard is a registered trademark of Mastercard International Incorporated.

**Fee Schedule – Midland States Bank**

| Services       | Fee  |
|----------------|--|
| ACH - Domestic | \$0.00   |
| ATM fee        | \$0.00<br><br>ATM fees by other financial institutions may be applicable |

|              |  |
|--------------|--|
| Mobile Check |  |
|--------------|--|

**Fee Schedule – Stake**

| <b>Services</b>         | <b>Fee</b>   |
|-------------------------|--|
| Stake Membership Fee    | NA   |
| ACH - Domestic          | \$0.00   |
| ATM fee                 | \$0.00<br><br>ATM fees by other financial institutions may be applicable |
| Mobile Check            | \$0.00   |
| Instant Account Funding | \$0.00   |