

## DEPOSIT ACCOUNT AND DEBIT CARD AGREEMENT

Thank you for opening an account and banking with us!

This Deposit Account and Debit Card Agreement, along with the attached disclosures and any other documents we give you pertaining to your non-interest-bearing Account and/or Zolve Card (collectively, the “Agreement”), govern the Account and Card and your use of our services described herein.

The Account and Card are made available to eligible consumers by Community Federal Savings Bank, member of the Federal Deposit Insurance Corporation (FDIC) (“Bank”), in partnership with Zolve Innovations, Inc. (“Zolve”), the service provider of Bank responsible for managing your Account and Card.

This Agreement represents the sole and exclusive agreement between you and us regarding the subject matter described herein and supersedes all previous and contemporaneous oral agreements and understandings. If there is a conflict between this Agreement and any other document or statement made to you concerning the Account or Card, this Agreement will govern. If there is a conflict between this Agreement and any other document or statement made to you concerning any services or products other than the Account or Card, the separate terms and conditions applicable to that service or product will govern.

PLEASE READ THIS AGREEMENT CAREFULLY AND RETAIN IT FOR FUTURE REFERENCE.

IMPORTANT NOTE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION AND YOUR RIGHT TO A JURY. THE TERMS OF ARBITRATION AND THE WAIVER APPEAR IN SECTION 17 OF THIS AGREEMENT.

**By submitting an application for an Account, opening an Account, using our services, or continuing to hold an Account with us, you agree to the most recent version of this Agreement, which is available to you at [www.zolve.com](http://www.zolve.com), and you agree to abide by the terms governing the Account and Card.**

### **Important Information About Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## 1. Definitions.

All capitalized terms used in this Agreement and not otherwise defined have the meanings set forth below.

- a. "Account" means the transaction or deposit account you have with us, as further described in this Agreement.
- b. "Card" means one or more cards or other access devices, including your account number or virtual card, that we may issue to allow you to use to access credit on your Account, and includes all renewals and substitutions of the same.
- c. "Platform" means the website, mobile application or other software platform made available to you by Zolve pursuant to the Terms of Use [\[Link\]](#).
- d. "We," "our," and "us," mean Community Federal Savings Bank and its agents, service providers, authorized representatives, successors, and assignees.
- e. "You" and "your" mean each and all of the persons who are granted, accept or use the Account or Card.

## 2. Contacting You.

Unless we tell you otherwise, you can notify us at [hello@zolve.com](mailto:hello@zolve.com). When writing us, please include your name, address, home telephone number and the last four digits of your Account number. To the extent permitted by applicable law, you authorize us each of our affiliates, agents, and contractors, and anyone to whom we retain to service your Account or Card, to contact you to service your Account or for collection purposes. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that we, our affiliates, agents, and contractors and anyone to whom we retain to service your Account or Card may: (1) contact you in any way, including mail, email, calls, and texts, including a mobile, wireless, or similar device, even if you are charged by your provider, and using automated telephone equipment or prerecorded messages; (2) contact you at any number that you have given us or any number have for you in our records, including your cellular or other wireless device, even if that number is a wireless, cellular, or mobile number, is converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry; and (3) contact you at any email address you

provide to us or any other person or company that provides any services in connection with this Agreement. We may monitor, tape or electronically record our telephone calls with you, including any calls with our customer service department, collection department and any other department. For the avoidance of doubt, you agree you will accept calls from us regarding your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. You agree to notify us immediately if you change your email address, mailing address, or phone number.

### 3. General Information About Your Account

The Account is a non-interest-bearing deposit account used to hold your deposits and make payments and transfers to other accounts at other banks and to third parties through the Platform and through the use of the Card. The Card is an access device that may be used to access the funds in the Account, subject to the terms of this Agreement. We do not assume any fiduciary obligation on your behalf.

Subject to applicable law, you also agree to be liable for any negative Account balance and Account shortage resulting from charges or overdrafts, whether caused by you or another with access to this Account or Card. This liability is due immediately, and can be deducted directly from the Account balance whenever sufficient funds are available. Subject to applicable law, you have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your Account. This also includes any action that you or a third party takes regarding the Account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your Account when they are incurred, without notice to you.

### 4. Eligible Customers

The Account is available to individuals who are at least 18 years of age, have a valid government-issued identification, provide a valid mailing address and who can form a legally binding contract in the United States can obtain an Account. We may impose other restrictions as well. The Account is only available to individuals for personal, family or household purposes and may not be opened by a business in any form or used for business purposes. Accounts may not be opened by a person acting in a fiduciary capacity unless otherwise approved by us in advance. You must tell us when this information changes. We may ask you for additional documents and to verify any changes

to information you have provided us. Within 90 days of the Account opening, you must provide with your valid U.S. mailing address and complete location based verifications in accordance with our requirements. Failure to do so may result in suspension or termination of the Account. We may restrict or close your Account if we cannot verify your information, or if you do not provide it as requested.

We may decline to open an Account or issue a Card to you for any reason, or for no reason; this includes if you have had or currently have any other relationships or accounts with either us that you did not maintain in a satisfactory manner. We are not liable for any damages or liabilities resulting from refusal of an Account relationship.

The Account is only available electronically and for paperless customers. As such, you must, and do, agree to the Electronic Signature and Communication Disclosure [\[Link\]](#), which allows us to transact and communicate with you electronically and accept communications electronically.

#### 5. Account Ownership and Power of Attorney

- a. The Account may only be owned in the name of one person who may make deposits and transfer or withdraw funds. The owner of an Account has the power to perform all the transactions available to the Account. The Account cannot be owned or titled as a joint account, trust account, a Uniform Transfers to Minors (UTMA) account, or a Payable On Death (POD) account. You cannot give a security interest or pledge your Account to someone other than us without first getting our express written consent, which we may withhold for any or no reason. You may not transfer or assign the Account to any other person without our prior express written consent.
- b. We may allow you to give another person (known as an “attorney-in-fact”) power of attorney to act on your behalf for your Account; however, we are not obligated to honor such power of attorney until you first obtain our written approval. Email us at [hello@zolve.com](mailto:hello@zolve.com) for approval if you plan to create a power of attorney. Unless we approve of your power of attorney in writing, we are not required to honor orders and instructions concerning your Account by an attorney in fact for any Account owner, or by a personal representative, guardian, conservator, or custodian of an Account owner. If we approve your appointment of an attorney in fact, we will honor orders and instructions from your attorney-in-fact until the earlier of (1) our receipt from you revoking such power of attorney and our written acknowledgement; (2) our receipt of notice that you or your attorney-in-fact

have died or become incapacitated; or (3) our termination of the acceptance of the power of attorney. We have no duty to monitor or ensure that the acts of your attorney in fact are for your use or benefit or are otherwise permissible under applicable law. We will not be liable if your attorney in fact exceeds his or her powers or does not comply with your instructions or applicable law. We may terminate acceptance of a power of attorney at any time and for any reason and without notice to you. You agree to hold us harmless from and against any actions we take based upon the instructions of your attorney in fact or that your attorney in fact takes regarding your Account.

## 6. Opening An Account and Credit Reports

You may apply for an Account by submitting an application through the Platform and providing any requested information in a timely manner. The Platform is governed by the Terms of Use between you and Zolve and not this Agreement. You consent to our gathering of personal information from you when you apply for an Account. By applying for an Account or Card, you certify that all information you have provided to us is true, accurate and complete. If you falsify, misrepresent or fail to provide correct and accurate information or if you fail to provide information requested, we may cancel your Account or Card.

You authorize us to request a consumer report from one or more consumer reporting agencies, governmental entities, and/or other third parties in connection with your Account (including to open the Account and for ongoing servicing or maintenance of the Account). You also agree that we have the right to access follow-up consumer reports while your Account is open for maintenance, review, or collection purposes.

Your Account will not be considered "opened" until we notify you that it is open. There is no minimum deposit required and no minimum balance you need to maintain in your Account.

## 7. Rules of the Account.

- a. You must not use your Account or Card for any illegal purposes, to conduct transactions in order to hide or disguise funds or assets derived from illegal activities, or, regardless of whether it is legal or illegal, for internet gambling. This prohibition includes any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You are responsible for

determining the legality of each of your transactions in all applicable jurisdictions before entering into the transaction. We have no obligation to monitor, review or evaluate the legality of any transaction. We may deny any transaction or refuse to accept any deposit that we believe is related to illegal activity or online gambling or for any other reason at our discretion. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if the transaction is determined to be illegal or associated with an illegal activity. We reserve the right to cancel, close or restrict use of the Card and/or Account, including by refusing the processing of any transaction, if we believe you have violated this Agreement or any applicable law.

- b. You must notify us immediately if there is a change to your name, telephone number, mailing address, email address or any other information you have provided us. You may notify us of changes to information through the Platform. We may require proof of any change to certain information. We will attempt to communicate with you only by use of the most recent email address you have provided to us. Any notice we provide to you will be binding and sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service or if a company in the business of providing correct addresses informs us that the address in our records no longer matches your address.
- c. Linking a Third Party Bank Account. You may link your bank account at another financial institution located in the U.S. ("Linked Account") to your Account in order to transfer funds between your Linked Account and your Account. You represent and warrant: (1) that you have the right to authorize any and all charges and debits to the Linked Account; (2) the Linked Account is held at a depository institution located in the U.S.; and (3) you are individually or jointly the owner of the Linked Account. You will indemnify and hold us harmless from any claims by any person related to the Linked Account, including any other owner of the Linked Account. You are not permitted to link your Account with a credit, debit, gift, or other type of card issued by a third party or another bank. You may deposit funds into or withdraw funds from your Account by using the Platform to initiate an Automated Clearing House transfer to or from the Linked Account. Requests for ACH debits to the Linked Account that are made before 2:00 PM ET on a business day shall be considered received on the business day

the request is made. Requests for ACH debits to the Linked Account that are made after 2:00 PM ET on a business day or on a non-business day, shall be considered received the next business day.

d. Account Deposits

This Account allows you to make deposits by electronic fund transfers (e.g., ACH) or other payment network transfers or domestic or international wire transfers. We do not charge you any fees for making deposits. We do not accept cash, paper check or foreign currency deposits. However, if you mail a paper check to us, including personal checks, money orders or cashier's checks, we may apply the check to any negative balance you may have on your Account or send the check back to you. Any deposits received in cash or foreign currency, whether in the form of cash or check, will be sent back to you. We will send all items back to the address we have for you on file and we are not liable if you do not receive the items. You may only deposit with us funds that are immediately available, which under applicable law are irreversible and are not subject to any lien, claim or encumbrance. You may not make deposits at ATMs. You may not initiate a deposit by mail. Any transaction that you conduct on Saturday, Sunday, a federal holiday, or other days on which we are closed will be handled the following business day.

Deposits are subject to transfer limitations (frequency and dollar amount limits). Special limitations also may apply to Accounts open less than 30 calendar days from the date you first use your Card to conduct at least one of the below transactions.

<b>Deposit Method</b>	<b>Limitations for New Accounts</b>	<b>Limitations for Your Account</b>
Direct deposits - ACH	Maximum Amount \$8,000 per day \$20,000 per month (up to \$75,000 annually)	Maximum Amount \$8,000 per day \$20,000 per month (up to \$75,000 annually)
Card to card transfer (with other holders of a card issued by Bank and supported by Zolve)	Maximum Amount \$4,000 per day \$10,000 per month	Maximum Amount \$4,000 per day \$10,000 per month

	(up to \$75,000 annually)	(up to \$75,000 annually)
Wire Transfer	Maximum Amount \$10,000 per day \$40,000 per month (up to \$75,000 annually)	Maximum Amount \$10,000 per day \$40,000 per (up to \$75,000 annually)

Deposits for wire transfers are subject to additional limits, which we do not disclose for security reasons.

For security reasons, we may impose additional deposit limits. Please see the Electronic Fund Transfers Disclosure below for additional information.

Please see our Deposit Availability Disclosure for information on our policy to make deposits available to you.

e. Account Withdrawals

Unless clearly indicated otherwise on the Account records, any of you, acting alone, who signs to open the Account or has authority to make withdrawals may withdraw or transfer all or any part of the Account balance at any time, subject to the terms herein. You may withdraw funds up to the amount of your available balance in your Account by using any of the following described herein. Before permitting a withdrawal or other transaction, we may request that you provide us with additional information or documentation that we deem necessary to confirm your identity or to prevent illegal activity. We may refuse the transaction if you do not comply with our request.

If a withdrawal is made through an out-of-network ATM, we charge a fee of \$2.50. Other third-party fees may also apply to out-of-network ATM transactions. Please see Section 9 for additional information on fees. You may not withdraw funds by check or remotely created check drawn on your Account.

Withdrawals are subject to transfer limitations (frequency and dollar amount limits). Special imitations also may apply to Accounts open less



than 30 calendar days from the date you first use your Card to conduct at least one of the below transactions.

<b>Withdrawal Method</b>	<b>Limitations for New Accounts</b>	<b>Limitations for Your Account</b>
<p>ACH transfers from your Account</p> <ol style="list-style-type: none"> <li>1. to the Linked Account using the Platform</li> <li>2. To a merchant or other party you authorize to withdraw from your Account using your Account routing number and Account number</li> </ol>	<p>Maximum Amount \$8,000 per day \$20,000 per month (up to \$75,000 annually)</p>	<p>Maximum Amount \$8,000 per day \$20,000 per month (up to \$75,000 annually)</p>
<p>ATM/POS withdrawals using your Card</p>	<p>Maximum Amount \$1,000 per day \$3,000 per month (up to \$36,000 annually)</p>	<p>Maximum Amount \$1,000 per day \$3,000 per month (up to \$36,000 annually)</p>
<p>Purchases or other transaction using your Card at merchants that have agreed to accept the Card</p>	<p>Maximum Amount \$5,000 per day \$15,000 per month (up to \$75,000 annually)</p>	<p>Maximum Amount \$5,000 per day \$15,000 per month (up to \$75,000 annually)</p>
<p>Card to card transfer (with other holders of a card issued by Bank and supported by Zolve)</p>	<p>Maximum Amount \$5,000 per day \$15,000 per month (up to \$75,000 annually)</p>	<p>Maximum Amount \$5,000 per day \$15,000 per month (up to \$75,000 annually)</p>
<p>Card to card transfer (to cards issued by another institution or Bank but not in connection with Zolve)</p>	<p>Maximum Amount \$3,000 per day \$12,000 per month (up to \$75,000 annually)</p>	<p>Maximum Amount \$3,000 per day \$12,000 per month (up to \$75,000 annually)</p>

Wire Transfer	Maximum Amount \$10,000 per day \$40,000 per month (up to \$75,000 annually)	Maximum Amount \$10,000 per day \$40,000 per (up to \$75,000 annually)
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Withdrawals by wire transfers are subject to additional limits, which we do not disclose for security reasons.

For security reasons, we may impose additional withdrawal limits. Please see the Electronic Fund Transfers Disclosure below for additional information.

If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution, or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person, or account other than the one named. You agree to be bound by automated clearing house association rules. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an Account you have with us ACH, we are not required to give you any notice of the payment order or credit.

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

- f. We do not permit you to overdraw your Account and we do not charge you insufficient funds fees or overdraft fees. If the available balance in your Account is not sufficient to cover any transaction you have authorized, we can refuse to process the transaction, even if you make a deposit later in the business day after we refuse your withdrawal request. There may be instances where your Account can still become overdrawn. If a deposit is returned or if a merchant settles a Card transaction for an amount greater than the card authorization, you must make a deposit immediately to cover any negative balance. If your Account has a negative balance for sixty (60)

calendar days or more, we may close your Account. If a deposit or transfer to your Account is returned or rejected by the paying financial institution or sender for any reason, or if there is an error or mistake involving a deposit or transfer, we may deduct the amount of the deposit, transfer or error without prior notice to you.

- g. Transaction Posting. Transactions are posted to your Account in the order set forth herein. Posting order impacts your Account balance. Credits, including deposits and refunds, increase your balance, while debits, including withdrawals and transfers from your Account and fees, and holds, including deposit holds, Card authorizations and holds related to withdrawals and fund transfers, reduce your balance.

We use automated systems to process transactions and then to post transactions to your Account. When we process multiple transactions for your Account on the same day, you agree that we may in our discretion determine our posting orders for the transactions and that we may credit, authorize, accept, pay, decline or return credits, debits and holds in any order at our option. We group the different types of transactions into categories. We use several different categories for holds, credits, and debits. Most categories include more than one transaction type.

To determine your available Account balance, we first start with your ledger balance at the beginning of the business day, subtract any expired holds from your balance and make any adjustments from prior days. Next, we generally add available deposits and credits to your balance. Then, we subtract each transaction group and the transactions within each group in the following order: (1) first, settled Card transactions (including PIN transactions and ATM withdrawals) based on the date and time order; (2) then all other electronic fund transfers (including ACH transactions) based on highest dollar amount to lowest; and (3) finally, fees from highest to lowest dollar amount.

You agree that we may determine in our discretion the orders in which we post transactions to your Account. You agree that we may determine in our discretion the categories, the transactions within a category, the order among categories and the posting orders within a category. We sometimes add or delete categories, change posting orders within categories and move transaction types among categories. You agree that we may in our discretion make these changes at any time without notice to you.

Your available Account balance may not include (1) transactions you have authorized that we have not received, (2) Card transactions where the card authorization has been removed before the transaction is settled due to a merchant's delay in settlement, or (3) the full amount of a Card transaction where the settlement amount is greater than the card authorization amount. Your available Account balance is viewable at any time through the Platform, but it is important to understand that it may not reflect transactions you have authorized that have not yet been presented to us for payment.

If a transaction is presented without sufficient funds in your Account to pay it, we may, at our discretion, return the transaction for insufficient funds (NSF).

- h. You must keep track of your transactions and available balance in your Account. You may review your transaction history and available balance through the Platform; however, the transactions may not include any transactions you have authorized that have not yet been presented to us for payment.

Statements will periodically be provided to you by email as long as your Account is not inactive. You will receive a statement monthly as long as you have transactions on your Account during the statement period. If there were no transactions on your Account, we will provide you statements at least quarterly. You will receive electronic statements. You are also responsible for reviewing your Account statements as they are made available to you for errors or unauthorized activity. If you identify an error or unauthorized activity, you must notify us promptly to avoid losing your money. Please refer to the Electronic Fund Transfers Disclosure below for information concerning errors and unauthorized activity.

- i. You or we may close your account with or without cause at any time. This includes if we believe you are using your Account or Card for fraudulent or illegal purposes or in violation of law or regulation, this Agreement, any other agreement you may have with us, or if you otherwise present undue risk to us. To the extent required by law, we will give you either oral or written (includes electronic) notice of our closing of your Account. Upon notice, you must stop conducting transactions on your Account. We shall not be liable for dishonoring or not processing any transactions initiated after the date of the notice. In the event that you have not closed your Account, we will close the Account and transfer funds to your Linked

Account or paper check, after deducting any applicable fees and charges. The closure of your Account or termination of this Agreement does not impact any right or obligation that arose prior to closure or termination, or any right or obligation that, by its nature, should survive termination and does not release you from the payment of accrued fees or liability for transactions related to your Account. We may in its discretion close your Account without prior notice if the account has a zero or negative balance, or if we believe it necessary to protect us or our partners or others from risk, harm or loss. We reserve the right to reject any deposit that is made to a closed Account by returning or rejecting the transaction. You may close your account at any time but must first notify us in writing through the Platform of your intent to close the Account. Your failure to notify us may result in additional fees or charges on the Account and you shall remain liable for any transactions in process. It is important to understand that simply reducing your Account balance to zero (\$0) is not sufficient to close your Account. We reserve the right to re-open a closed Account to permit a deposit or credit entry to post to the Account. If you owe money to us or any holder of debt owed by you that we may have sold, the funds may be used to satisfy the debt owed to us. We may also suspend your Account for any reason with or without notice.

## 8. Debit Card Terms

- a. We may (but are not obligated to) issue you a Card that will automatically link to your Account and be funded by your Account. If a Card is made available to you, the Card allows you to access funds deposited to your Account by you or on your behalf pursuant to the terms of this Agreement. The Card is not a credit card, prepaid card or a gift card and may not be gifted, sold or transferred. The expiration date of the Card is listed on the Card. However, the funds in your Account will not expire, regardless of the expiration date listed on your Card. The Card will remain the property of the Bank and must be surrendered upon demand. The Card may be canceled, repossessed, or revoked at any time without prior notice, subject to applicable law. We have no responsibility for failure of any machine, merchant, financial institution or any other party to honor your Card. We may decline to authorize a transaction for any reason. We are not responsible for any losses you may incur if we do not authorize a transaction. You understand that any person may deny acceptance of or

refuse to accept your Card and we are not responsible for such denial or refusal.

Not all services or features of your Card described in this Agreement are available to all persons or at all locations. Any offer of a service or feature of your Card or Account in this Agreement will be deemed void where prohibited. Use of the Card is also subject to all applicable rules and customs of any payment network, clearing house or other association involved in transactions in addition to this Agreement. We reserve the right to limit, at our sole discretion, the provision of any such services under this Agreement to any person or in any location.

You are responsible for all authorized transactions initiated and fees incurred by use of the Card. The Card is solely for your use and you may not request an additional card for another person, and you may not permit anyone else to use your Card or Account, unless approved by us or as set forth in this Agreement. Without limiting the foregoing, if you permit another person to have access to your Card or Account, this will be treated as if you authorized such use and you will be liable for all transactions and fees incurred by those persons, subject to applicable law. You are wholly responsible for the use of each Card according to the terms of this Agreement, subject to the Electronic Fund Transfer Disclosure below and applicable laws.

- b. You must activate the Card and complete the activation process before it may be used. You must maintain your PIN in confidence and not give it to anyone. You should memorize your PIN and not write down your PIN or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in subsection (j) of this Section 8. For reporting errors, please see the Electronic Fund Transfers Disclosure below. You may need to provide personal information in order for your identity to be verified and for completion of the activation process.
- c. Once your Card is active, subject to the limitations of this Agreement, you may use your Card, as applicable, to make purchases at any merchant that accepts payment using the Card, as long as you do not exceed the value available in your Account and subject to the transfer limits set forth in Section 7 of this Agreement. Each time you use the Card, you authorize the Bank to reduce the value available in your Account (i.e., debit your

Account) by the amount of the transaction and any applicable fees. We reserve the right to refuse to make any transfer or process any transaction for security, credit, legal/regulatory, or other reasons, as we determine in our sole discretion. Subject to applicable law, you are responsible for all transactions you authorize using the Card, including any losses, charges, or penalties incurred as a result. See the Electronic Fund Transfer Disclosure below for additional information and limitations on your liability. The Card is the property of the Bank, and if your Account is closed or your Card privileges are cancelled, you agree to stop using the Card and destroy the Card or return the Card to the Bank, upon its request.

- d. ATMs. With your PIN, the Card may be used to obtain cash at any Automated Teller Machine (“ATM”) in the U.S. displaying the Mastercard acceptance marks, subject to your applicable daily cash withdrawal limit set forth in Section 7 of this Agreement. The Card cannot be used at ATMs outside the U.S. without prior notice and approval. ATM owner-operators may impose their own fees and lower limits on cash withdrawals. You may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed or controlled by us. This ATM fee amount will be charged to your Account. All ATM transactions are treated as cash withdrawal transactions and subject to your daily cash withdrawal limit. You may use your PIN and Card at any Point of Sale (“POS”) device, as permitted by a merchant that bears the Maestro & Interlink acceptance marks, and subject to your daily purchase limit. You may be charged for your use of the Card at ATMs.
- e. Foreign Transactions. The Card may be used to conduct transactions within the 50 United States, District of Columbia and U.S. Territories (Puerto Rico, Guam, Northern Marianas, the U.S. Virgin Islands, and American Samoa). The Card may be used to conduct international purchase transactions, including, without limitation, transactions conducted on international merchant websites or mobile applications accessible within the U.S.; provided the merchant accepts the Card. Charges from foreign merchants and financial institutions may be made in a foreign currency. We will post transactions to your Account in U.S. dollars based on the exchange rate on the day we settle the transaction, plus any special currency exchange charges that may be imposed the Mastercard network and/or by any third-party used to complete the transaction. The exchange rate applied to each

such transaction is (1) a rate selected by Mastercard; or (2) the government-mandated rate in effect for the applicable central processing date. Because of the special charges and possible differences in exchange rates between the time we settle and the time you initiated the transaction, the charge for a foreign transaction may be less than or greater than the purchase at the time it was made. Foreign transactions are subject to any other fees imposed by the payment network and/or any third party used to complete the transaction, and will be included in the amount charged to your Card or otherwise be debited from your Account.

- f. **Card Not Present Transactions.** If you initiate a transaction without presenting your Card (such as for a mail order, internet or telephone purchase), the legal effect will be the same as if you used the Card itself. For security reasons, the amount or number of such transactions you may make may be limited.
- g. **Split Transactions.** If you do not have sufficient funds in your Account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. If you fail to inform the merchant that you would like to complete a split transaction before swiping your Card, your Card is likely to be declined.
- h. **Authorization Holds.** When you use your Card to purchase goods or services or to make a cash back withdrawal transaction, the merchant may request a preauthorization for the transaction. If the merchant makes such a request and there are sufficient available funds in your Account, we will approve the transaction and a “hold” is placed on your Account for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant or purchase type), until the merchant sends the final payment amount of your purchase, or for up to sixty (60) days, even if you fail to make the purchase, to the extent permitted by applicable law. The merchant controls the timing of both the Card authorization and settlement of the transaction. During the hold period, you may not have access to the preauthorized amount in your Account. We will not be responsible if any transactions are not completed because of the hold. If the preauthorization request varies from the amount of the actual transaction, the actual transaction amount will be debited from



your Account, even if this results in your Account balance becoming negative. You remain responsible for any negative balances in your Account. If you use the Card at an automated fuel dispenser (“pay at the pump”), the transaction may be preauthorized for an amount up to \$100.00. If the Card is declined, but you have sufficient funds available in your Account for which the Card was issued, you should use the Card to pay for the purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% to ensure there are sufficient funds available to cover tips or incidental expenses incurred. You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card once an authorization is approved.

- i. Return of Funds. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to your Account for refunds and agree to the refund policy of the merchant. We are not responsible for the delivery, quality, safety, legality or any other aspects of the goods or services you purchase from others with the Card. If you have a problem with a purchase you made with the Card, or if you have a dispute with the merchant, you must handle it directly with the merchant. The amounts credited to your Account for refunds are generally made available to you within seven (7) days from the date the refund transaction occurs.
- j. Card Cancellation, Suspension and Limits, Lost or Stolen Card, Card Replacement. We reserve the right, at any time and in our sole discretion, to limit your use of the Card, including limiting or prohibiting specific types of transactions. We may refuse to issue a Card, revoke Card privileges, or cancel your Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, you may do so by notifying us through the Zolve Platform or sending a mail to [hello@zolve.com](mailto:hello@zolve.com) or the number on the back of your Card. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. The cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement.

If you believe your Card or PIN has been lost, stolen or compromised, immediately call the number on the back of your Card or notify us using the Zolve Platform or by email at [hello@zolve.com](mailto:hello@zolve.com). Please refer to the Electronic Fund Transfers Disclosure for information on lost or stolen Cards

and how to limit your liability for unauthorized transactions. If you need to replace the Card for any other reason, contact Zolve through the Platform to request a replacement. You will be required to provide personal information which may include the last four digits of your Card number, your full name and knowledge of the Card transaction history.

We may refuse to issue, deactivate, revoke, suspend or cancel your Card at any time with or without notice to you, other than as required by law. This includes deactivating or canceling your Card if it has been lost or stolen to prevent unauthorized transactions. You agree not to use your Card once it has been deactivated, revoked, suspended or canceled. We may also limit your use of the Card, including limiting or prohibiting specific types of transactions. If you would like to cancel your Card, you may do so at any time by contacting us by emailing us at [hello@zolve.com](mailto:hello@zolve.com) or contacting us through the Zolve Platform. The cancellation of your Card privileges will not otherwise affect your rights and obligations under this Agreement.

- k. 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.
9. Card and Account Fees. The fees relating to the Card and Account are set forth below (the “Fees”). Fees incurred pursuant to the terms of this Agreement will be withdrawn from your Account and will be assessed even if there is no remaining balance in your Account, unless prohibited by law. You agree to pay all Fees, and you will pay any additional reasonable charges for services you request that are not covered by this Agreement. Any time your remaining balance is less than the Fee amount being assessed, the balance of your Account will be applied to the Fee amount resulting in a zero or negative balance on your Account. Fees are subject to change at any time. We will provide you advance notice of any changes where required by law.

Fee Description	Fee Amount
Card Replacement Fee	None [Normal delivery service]

ATM Withdrawal fees*	\$2.50 per transaction  *If you use an ATM for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by us.
International Incoming Wire Fees	\$15 per wire transfer
International Outgoing Wire Fees	\$25 per wire transfer
Domestic Outgoing Wire Fees	\$20 per wire transfer
Domestic Incoming Wire Fees	\$15 per wire transfer
ACH return	None
Foreign transaction fees	Zolve does not charge any foreign transaction fees. All foreign transaction fees assessed by Mastercard will be passed to customer
Card/Account closure charges	\$15 per check issued

#### 10. Wire Transfer Services

In the event we make available to you wire transfers of funds from your Account(s) with us for credit to an account at another financial institution or another account with us (“Wire Transfer”), whether such transfers are domestic or international, this Section 10 applies. You understand that, except as specifically modified by this Section 10, your Account will continue to be governed by the terms and conditions contained in other this Agreement. Unless otherwise defined herein, the terms used in this Section 10 shall have the same meaning as set forth in Article 4A of the Uniform Commercial Code and, to the extent applicable, the Electronic Fund Transfer Act (EFTA) and its implementing regulations. In addition, your rights and obligations with respect to a Wire Transfer and our rights and obligations will be governed by Article 4A of the Uniform Commercial Code enacted in New York, to the extent applicable.

- a. We shall exercise good faith and reasonable care in processing Wire Transfer requests. You shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating Wire Transfer requests to us, and in reviewing periodic bank statements for any discrepancies.
- b. If made available to you, you may send a Wire Transfer by submitting a request through the Zolve Platform. When acting upon your Wire Transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select. We may make use of correspondents, agents, subagents, and funds transfer and communication systems. Such third parties shall be deemed your agents, and we shall not be liable for any errors, delay, mis-delivery, or failure of delivery by any of them unless applicable law says otherwise. The beneficiary, frequency and dollar amount for any Wire Transfer may be limited. The limits are designed to be flexible in order to protect the security and integrity of the service and accounts, including any use by you or others of the service and your Account or any other person's account. Based on confidential fraud and essential risk criteria, they may be modified at our discretion without advance notice. We reserve the right to reject any Wire Transfer request.
- c. If you submit a Wire Transfer request to us, we will process it on the same business day (or next business day if the request is not made on a business day) so long as we receive the request no later than 3 pm ET, subject to verification in accordance with the security procedures described in this Section 10. If it is received after 3 pm ET and verified through our security procedures, the Wire Transfer request may be processed the next business day. We may treat any Wire Transfer request received at or after our cut-off time as if it was received that business day, or we may treat it as if it were received at the opening of the next business day, in our sole and absolute discretion.
- d. You agree and consent to the use of certain security procedures by us to confirm the validity of the Wire Transfer request made pursuant to this Section 10. You understand the security procedures are not designed to detect errors in the content of the Wire Transfer request or to prevent duplicate transfers. You hereby agree that your utilization of any security procedure established hereunder shall constitute your agreement to its use and affirmative acknowledgment of its commercial reasonableness.

You further agree that any Wire Transfer request that is acted upon in good faith by us in compliance with these security procedures, whether or not in fact authorized by you, shall constitute an authorized Wire Transfer. We shall apply the following security procedures prior to processing a Wire Transfer: (i) apply fraud-related screens to the Wire Transfer requests; (ii) contact you using information from your Account records to verify the Wire Transfer and we may contact you through phone, e-mail or through Platform (in which case, we will request information that only you should have); (iii) request and receive any other proof of identification or any other documentation from you or your authorized representative, which we may, in our sole discretion, require under the circumstances; and (iv) you expressly agree to receive security alerts from us by prerecorded voice message and/or text message.

- e. You acknowledge and agree that when you (or your authorized representative) provide us with a name and account number in order for us to process a Wire Transfer, payment may be made by the beneficiary's/designated recipient's bank solely on the basis of the account number, even if the account number identifies a person different from the beneficiary so named. We or an intermediary bank may send a Wire Transfer to an intermediary bank or beneficiary's/designated recipient's bank based solely on the bank identifying number, even if the payment order describes a participating financial institution inconsistently by name and identification number. We may rely on all information contained in the Wire Transfer request, regardless of who may have provided the information. You further agree that your obligation to pay the amount of a Wire Transfer to us is not excused in such circumstances. Except as provided by applicable law, any losses resulting from an incorrect account number or your misidentification of the beneficiary/designated recipient is your responsibility and not ours.
- f. A Wire Transfer request is considered accepted when we execute it. You must pay us the amount of the Wire Transfer, plus any applicable fees, before we will execute the Wire Transfer request. Fees may be debited from your Account. If we stop a domestic outgoing Wire Transfer, we will refund the fee.
- g. We have no responsibility to accept any incoming Wire Transfer(s) for your benefit, and we may reject any Wire Transfer request(s) for an outgoing Wire Transfer for reasons including, but not limited to, insufficient

or uncollected funds in the account specified in the Wire Transfer request, a request that fails the security procedures outlined herein or if we are unable to verify the authenticity of the Wire Transfer request.

- h. If we determine, in our sole discretion, not to honor, execute, or accept a Wire Transfer request, we will use commercially reasonable efforts to notify you, but we shall have no liability for delay or failure to do so. We will also use commercially reasonable efforts to notify you promptly if a Wire Transfer is returned to us after its execution but shall have no liability by reason of our delay or failure to do so. We shall have no obligation to resend a Wire Transfer if we complied with the original Wire Transfer request and such Wire Transfer was returned to us.
- i. For domestic Wire Transfers, once we receive a domestic Wire Transfer request, it may not be able to be canceled or amended. In our sole discretion we may use reasonable efforts to act on any request for cancellation or amendment, provided that the method by which we are notified of a request for cancellation or amendment complies with our security procedures. We shall have no liability if such cancellation or amendment is not affected. You agree to indemnify and hold us harmless from any and all liabilities, claims, damages, costs, and expenses we may incur in attempting to cancel or amend the Wire Transfer. Any cancellation or amendment of a Wire Transfer by us shall relieve us of any obligation to act on the original Wire Transfer request.
- j. Except as provided by applicable law, you agree that we are not required to provide you with a separate notice of incoming or outgoing Wire Transfer. All Wire Transfers will be reflected on your periodic bank statement. You should review your statement for any discrepancies, unauthorized transactions, or errors in connection with any Wire Transfers. Except as otherwise provided herein, if you think a Wire Transfer is wrong or if you need more information about a Wire Transfer, you must contact us in writing by emailing us at [hello@zolve.com](mailto:hello@zolve.com) upon discovery of the error or within fourteen (14) days from the date your statement is postmarked or otherwise made available to you, whichever is earlier. Subject to applicable law, if you don't notify us within fourteen (14) days, we will be entitled to retain payment for the Wire Transfer, and, notwithstanding, we will also be relieved of any obligation to pay interest on the amount of an unauthorized or erroneous Wire Transfer for which we are liable. Furthermore, you will also be liable to us for any damages or

losses we may incur as a result of your failure to notify us within the time period stated in this section.

- k. Without limiting any other limitation of liability provision set forth herein and notwithstanding anything to the contrary, we shall be responsible only for performing the Wire Transfer services expressly provided for in this Section 10; provided however, we shall be liable only for our own gross negligence or willful misconduct in performing such service. We shall not be liable to any third party or for any act or omission of yours or any third party, including, but not limited to, third parties used by us in executing a Wire Transfer or performing a related act and no such third party shall be deemed to be our agent. Except as otherwise provided by applicable law, the maximum period for which we shall be liable for interest on any amount to be refunded or paid to you with respect to an unauthorized, erroneous, or other Wire Transfer request is thirty days. If we are required to pay interest under applicable law, interest shall be calculated at the average of the federal funds rate published by the Federal Reserve Bank for the period involved; or at such other rate that we may agree to, in writing, from time to time.
- l. Except as otherwise provided by law, you shall be liable for any loss or damage to which your negligence contributed or which resulted in unauthorized, fraudulent, or dishonest acts by your current and/or former authorized representatives. Such liability includes instances when a current or former authorized representative effects one or more Wire Transfers or improper use of security procedures to effect a Wire Transfer to your detriment. Notwithstanding, for transactions in not governed by Regulation E, you are liable for all losses relating to unauthorized funds transfers that does not result solely from our negligence or intentional misconduct, unless the laws governing your account require lesser liability.
- m. If we receive an incoming international wire transfer for payment into your Account that was remitted in a currency other than U.S. dollars, we will convert the amount of the payment into U.S. dollars using the applicable exchange rate for credit to your Account. The exchange rates we use for your transactions are not necessarily the bank-to-bank negotiated exchange rate or other potentially more favorable rate. You consent to our doing this without prior notice to you. FDIC deposit insurance does not insure against any loss due to foreign currency fluctuations. If for any

reason we do not receive covering payment from the remitting or intermediary bank in respect of an incoming international Wire Transfer we have credited to your Account, you agree to allow us to debit your Account for the amount credited under such incoming international Wire Transfer. Wire Transfers sent to foreign countries may be converted to the currency of the destination country at our rate of currency exchange for remittance transfers. We cannot guarantee that the beneficiary/designated recipient will receive the funds in U.S. currency. The actual amount that the beneficiary/designated recipient receives may be reduced by fees and taxes imposed by the beneficiary bank, or a correspondent bank, including currency conversion charges.

- n. You will observe all anti-money laundering and exchange control laws and regulations including economic and trade sanctions promulgated by the Office of Foreign Assets Control of the U.S. Department of Treasury in relation to any Wire Transfer, and you will use all reasonable endeavors to assist us to do likewise. You represent that the information given to us by you is accurate. We may disclose any information given to us that we, in our sole discretion, determine is necessary or desirable to disclose; except we will only disclose confidential information if required by law, a court, or legal, regulatory, or governmental authority, or as permitted by law in order to combat, prevent, or investigate issues arising under anti-money laundering laws, economic sanctions, or criminal law. Sometimes legal, regulatory, or governmental authorities require additional information, either in respect of individuals, entities, or particular transactions. You agree to promptly supply all such information, which any such authority may require, and/or which we may be required to supply, in relation to the individual, entity, or particular transaction. If you, or your authorized representative, breach any such laws or regulations, you irrevocably agree that we may retain any monies or funds transmitted to us pursuant to this Section 10 and/or not fulfill any Wire Transfer request if we are required to take or refrain from such action by any legal, regulatory, or governmental authority or if we reasonably believe that such action may violate any laws or regulations described herein, and such monies shall not bear interest against us. You further agree that we may pay such monies to the appropriate legal, regulatory, or governmental authority, if and when required by law.



- o. Wire Transfers to or from your Account will be governed by the rules of the funds transfer system(s) through which the transfers are made, including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (each an ACH), the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunication (“SWIFT”) and the RTP system (“RTP System”). We’re under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) and the Financial Crimes Enforcement Network (“FinCEN”).
- p. Remittance transfers, subject to Subpart B of Regulation E, are initiated by consumers primarily for personal, family, or household purposes, and are sent outside the United States and its territories. Each time you initiate a remittance transfer, you will receive disclosures outlining additional rights provided by federal law. For international Wire Transfers, we will select the intermediary bank through which the Wire Transfer is transmitted.
- q. Additional Terms for Consumer International Wire Transfers. This subparagraph also applies to consumer international Wire Transfers in addition to other provisions set forth in this Section 10; provided, however, to the extent any provision in this Section 10 conflicts with the terms of this subparagraph, this subparagraph controls.
  - i. Refunds of U.S. dollar consumer international Wire Transfer requests shall be in U.S. dollars in the total amount of funds provided by you at the time of the Wire Transfer. Refunds of foreign currency consumer international Wire Transfer requests shall be in the total amount of foreign currency funds provided by you at the time of the Wire Transfer. To the extent permitted by law, you shall bear all risk of loss due to fluctuation in the currency exchange rate.
  - ii. Cancellation requests for a consumer international Wire Transfer must be received no later than 30 minutes after payment is made for the Wire Transfer. Cancellation requests received outside of this time frame may not be able to be processed.
  - iii. **Consumer International Wire Fund Transfer Error Resolution:**

In case of errors, email us at [hello@zolve.com](mailto:hello@zolve.com) or contact us through the Zolve Platform.

You must contact us within 180 days of the funds availability date on your Wire Transfer receipt, or within 60 days of the date we provided you with any requested documentation, additional information or clarification concerning a Wire Transfer.

When you do, please tell us:

- (1) Your name and address or telephone number;
- (2) The error or problem with the transfer, why you believe it is an error or problem and, if possible, the date of the error;
- (3) The name of the designated recipient of the funds and, if possible, the designated recipient's telephone number and address;
- (4) The dollar amount of the transfer; and
- (5) The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and report the results to you within three (3) business days of completing our investigation. If we determine an error occurred, we will notify you of the available remedies and will correct the error promptly and in accordance with the remedy you select.

If we determine no error occurred, we will send you a written explanation. You may ask for copies of the documents on which we relied for our determination.

## 11. Account and Card Security

Your Account and Card information can also be used to electronically remove money from your Account, and payment can be made from your Account even though you did not contact us directly and order the payment. It is your responsibility to protect the Account number, Card information, and electronic access devices we provide you for your Account. Do not discuss, compare, or share information about your Account information or Card information with anyone unless you are willing to give them full use of your money. Your Account or Card information can be used by thieves to issue an electronic debit or

to encode your number on a false demand draft that looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or friend for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Keep your Account number, statements, virtual card number, and Card secure at all times. Make sure to also keep your mobile device and computer secure at all times and avoid accessing the Platform when others can see your screen. If your Account number, Card, mobile device or Platform login credentials are lost or stolen, notify us immediately to limit your liability for unauthorized transactions that may occur. We reserve the right to place a hold on your Account if we suspect irregular, fraudulent, unlawful or other unauthorized activity involved with your Account. We may attempt to notify you of such a hold, but we are not required to provide notice prior to placing the hold. You agree that we may maintain such a hold until all claims against you or us to the funds held in your Account, whether civil or criminal in nature, have been resolved fully in our sole satisfaction.

## 12. FDIC Insurance

The Federal Deposit Insurance Corporation (“FDIC”) insures deposits according to the ownership category in which the funds are insured. Not all accounts may be insured. Unless otherwise stated by us or the FDIC, the Account is insured by the FDIC up to the standard maximum deposit insurance amount per depositor, per FDIC-insured bank, and per ownership category (the “Standard Insurance Amount” or “SIA”). For purposes of determining the SIA applicable to your Account, you need to consider all accounts that you also hold at the Bank. To determine SIA applicable to your Account with us and for any other FDIC insurance requirements that may apply, please visit the FDIC’s website at [www.fdic.gov/deposit/deposits](http://www.fdic.gov/deposit/deposits) or call the FDIC directly at 1-877-ASKFDIC (1-877-275-3342). You can also use the FDIC’s Electronic Deposit Insurance Estimator (EDIE) at [www.fdic.gov/edie](http://www.fdic.gov/edie).

## 13. Escheatment

State escheat or unclaimed property laws require us to close your Account and transfer your money to the state if your Account is dormant for a period of time as defined by your state of residence. Your Account can become dormant if there is no transactional activity for a period of time specified by applicable state law or you do not communicate with us regarding your Account during such period. If your Account is dormant, you may no longer receive statements, but you can still view your Account through the Platform. If your funds are remitted or escheated to the state, you may be able to recover the funds from the state itself, but not from us. We may refuse a withdrawal or transfer from the account we

internally classify as inactive if we cannot reach you in a timely fashion to confirm the transaction's authorization. As permitted by the state, we may deduct the cost of required due diligence from the balance of your Account. This due diligence may include first class and certified mailings or public notices about your Account's pending escheatment, as required by state law.

#### 14. Legal Process Against Your Account

We have the right to comply with any tax levy, subpoena, restraining order, write of attachment, search warrant, levy or garnishment request or similar order relating to your Account (individually and collectively, "legal action"). We may honor such legal action to the extent that we have no claim to the money. We may freeze your Account until such time as it is instructed to release the legal action or until we remit, or is ordered to remit, the funds to the appropriate party.

We are also authorized, upon receipt of any notice of legal action relating to you or your Account, to withhold payments of as much of the balance in your Account as may be the subject of such notice or process and to pay such amount to the court, creditor, or other party in accordance with applicable state or federal law. We may also, in its discretion, place a hold on your Account for a reasonable period of time to permit the parties or us an opportunity to file any additional legal proceedings or to informally resolve the action involving the Account. You understand and agree that we will not be liable for dishonoring or refusing a transaction because of insufficient funds in your account due to a hold placed on your Account or resulting from service charges, setoffs, legal action, lien claims, or other legal processes.

If we incur any expense, including, without limitation, administrative costs, reasonable attorneys' fees, or any costs of litigation in responding to any legal action relating to you or your Account that is not otherwise reimbursed, we may charge such expenses to your Account without prior notice to you. In addition, we may deduct a fee in conjunction with any legal action served on your Account. If there are insufficient funds in your Account to reimburse us fully, you will be liable for the balance. Any legal actions against your Account are subject to our security interest and right of setoff.

#### 15. Security Interest

You hereby grant and assign to us a security interest in your Account with us, and all property and funds in your Account, to secure any amount you owe us or our service providers, now or in the future. This includes any debts that now exist and debts that you may incur later, your obligations under a guaranty, and also includes all fees you owe us

or our service provider. For the avoidance of doubt, the funds in your Account may be used to secure any credit card you may have with us and any associated receivables, even if sold to a third party. As is lawfully permitted and without prior notice to you, we may exercise our right of setoff against your Account to repay any debt you owe to us or Zolve. You agree that we control your Account and may perfect our security interest granted herein. To do so, you agree that we shall comply with any and all order, notices, requests and instructions originated by us directing disposition of the funds in your Account without any further consent from you, even if such instructions are contrary to your instructions or demands or result in our dishonoring transactions which are presented or processed for payment. We may exercise our right of setoff or security interest even if the withdrawal results in an early withdrawal penalty or the dishonor of subsequent checks or transactions. You agree that we are not responsible for dishonoring transactions presented against your Account when the exercise of our right of setoff or security interest results in insufficient funds in your Account to cover the transactions. Our right of setoff or security interest may be exercised before or after the death of an Account holder and can follow the proceeds to any other account held by us. The security interest granted herein is in addition to our right to setoff. You agree to hold us harmless from any claim arising as the result of our security interest in, or enforcement of our security interest against, your Account or our exercising of any right to setoff.

#### 16. Death or Incompetence

You agree to notify us promptly (through either yourself or your representative) if you die or become legally incapacitated. If we receive notification or if we have reason to believe that you have died or become incapacitated, we may place a hold on your Account and refuse all transactions until we know and have verified the identify of your successor. Until we receive notice and any required proof of death or incapacitation, we may continue to accept deposits and process transactions to your Account. Your estate will be responsible for repaying us for any tax liability resulting from payment of your account balance to your estate. You agree to hold us harmless for any actions we take based on our belief that you have died or become incapacitated, or any notices of death or incapacitation that we receive. If certain payments originating from government entities are deposited into your Account after your death, we may be required to return those payments to the originator upon notice. If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff or security interest rights against the funds credited to your Account after your death.

#### 17. Arbitration, Jury Waiver, No Class Action. This Section 17 (Arbitration, Jury Waiver, No Class Action) will apply to all Claims.

- a. General. Either you or we may elect to arbitrate or require the other party to arbitrate any Claim (as defined below) under the following terms and conditions. If you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) participate in a class action in court or in arbitration, either as a class representative or a class member; (3) act as a private attorney general in court or in arbitration; or (4) join or consolidate your Claim(s) with claims of any other person. The right to appeal and the right to discovery are more limited in arbitration than in court. Other rights that you would have if you went to court may also not be available in arbitration.
  
- b. Definitions: The following definitions apply to this Section 17 (Arbitration, Jury Waiver, No Class Action), even if terms defined in this Section 17 (Arbitration, Jury Waiver, No Class Action) provision are defined differently elsewhere in this Agreement: (1) "We," "us" and "our" mean Community Federal Savings Bank and Zolve (acting in its capacity as service provider of Bank) and any subsequent holder of this Agreement. Also, these terms include the parents, subsidiaries, affiliates and successors of such company, as well as the officers, directors, agents and employees of any of the foregoing. These terms also include any party named as a co-defendant with us in a Claim asserted by you, such as marketing companies, credit bureaus, credit insurance companies, credit card or loan servicers and debt collectors; (2) "You," "your" and "yours" include each and every Account holder and you; (3) "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org), 800-778-7879 or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com), 800-352-5267; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party initiating an arbitration selects the Administrator. Notwithstanding any language in this Section 17 (Arbitration, Jury Waiver, No Class Action) to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that would purport to override subsection below, captioned "No Class Actions" (the "Class Action Waiver"); (4) "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement, Card or the Account, including disputes arising from actions or omissions prior to the date of this Agreement. "Claim"

has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, it does not include disputes about the validity, enforceability, coverage or scope of this Section 17 (Arbitration, Jury Waiver, No Class Action) or any part thereof (including, without limitation, the Class Action Waiver, the final sentence in subsection below under the caption “Survival, Severability, Primacy” and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide. Claim does not include: (i) any individual action brought by you or us in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court; (ii) the exercising of any self-help rights by you or us; or (iii) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation will not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Section 17 (Arbitration, Jury Waiver, No Class Action).

- c. Starting or Demanding Arbitration: To start an arbitration, the party asserting the Claim (the “Claimant”) must commence the arbitration in accordance with the Administrator’s rules. To require arbitration of a Claim, the party defending the Claim (the “Defending Party”) must give the Claimant a written demand for arbitration. This demand may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If an arbitration is commenced or an arbitration demand is given, the Claim shall be resolved by arbitration under this Section 17 (Arbitration, Jury Waiver, No Class Action) and the applicable rules of the Administrator then in effect.
- d. No Class Actions: Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) participate in a class action in court or in arbitration, either as a class representative, class member or otherwise; (2) act as a private attorney general in court or in arbitration; or (3) join or consolidate Claims by or

against you with claims by or against any other person, and the arbitrator shall have no authority to conduct any such class, private attorney general or multiple-party proceeding.

- e. **Location and Costs:** Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot obtain a waiver of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, we will consider in good faith any request by you for us to bear such fees. We will pay for our own attorneys, experts and witnesses and will pay the reasonable fees and charges of your attorneys, experts and witnesses if and to the extent you prevail in the arbitration. Even if you do not win the arbitration, we will pay any of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, and the fees and charges of your attorneys, experts and witnesses, if and to the extent we are required to pay such fees and charges by law or the Administrator's rules or in order to make this Section 17 (Arbitration, Jury Waiver, No Class Action) enforceable.
- f. **Arbitrator Selection and Discovery:** The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, unless the parties agree otherwise, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. In addition to the parties' rights under the Administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.
- g. **Effect of Arbitration Award:** Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1 et seq. (the "FAA"); and (2) Claims involving more than \$50,000. If permitted by the Administrator's rules, for Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider anew any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. The costs of any appeal will be borne in accordance with subsection above, captioned "Location and Costs."



- h. **Governing Law:** This Agreement governs transactions involving interstate commerce and accordingly this Section 17 (Arbitration, Jury Waiver, No Class Action) shall be governed by the FAA and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Section 17 (Arbitration, Jury Waiver, No Class Action) and the Administrator's rules.
- i. **Survival, Severability, Primacy:** This Section 17 (Arbitration, Jury Waiver, No Class Action) shall survive the termination of this Agreement, your fulfillment or default of your obligations under this Agreement and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Section 17 (Arbitration, Jury Waiver, No Class Action) and the Administrator's rules or other provisions of this Agreement, this Section 17 (Arbitration, Jury Waiver, No Class Action) will govern. If any portion of this Section 17 (Arbitration, Jury Waiver, No Class Action), other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made with respect to any Claim that the Class Action Waiver is unenforceable, only this sentence of the Section 17 (Arbitration, Jury Waiver, No Class Action) will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.
- j. **Amendment:** Notwithstanding any provision of this Agreement to the contrary, we will not amend this Section 17 (Arbitration, Jury Waiver, No Class Action) in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Section 17 (Arbitration, Jury Waiver, No Class Action) in its entirety.

- k. Notice and Cure: Prior to initiating a lawsuit or arbitration regarding a Claim, the Claimant shall give the Defending Party written notice of the Claim (a “Claim Notice”) and a reasonable opportunity, not less than 30 days, to resolve the Claim on an individual basis. Any Claim Notice to you shall be sent in writing by mail to the address for you maintained in our records or by electronic mail to the email address for you maintained in our records. Any collection letter we send to this email or physical address shall be deemed to be a Claim Notice. Any Claim Notice to us shall be sent to us by email at [hello@zolve.com](mailto:hello@zolve.com) or through the Zolve Platform. Any Claim Notice you send must provide your Account Number and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests. Upon receipt of a Claim Notice, we will credit your Account for the standard cost of a certified letter.
  
- l. Special Payment: If (1) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with subsection captioned “Notice and Cure” (including the timing requirements thereof); (2) we refuse to provide you with the relief you request; and (3) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$500 in addition to the attorney, witness and expert fees and costs to which you are entitled.

#### 18. Limitation of Liability

EXCEPT AS REQUIRED BY LAW, WE ARE NOT LIABLE FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM OUR FAILURE TO ACT, OR ANY DELAY BEYOND TIME LIMITS PRESCRIBED BY LAW OR PERMITTED BY THIS AGREEMENT IF SUCH FAILURE OR DELAY IS CAUSED BY MAINTENANCE OR INTERRUPTION OR MALFUNCTION OF EQUIPMENT OR COMMUNICATION FACILITIES, UNUSUAL TRANSACTION VOLUME, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, GOVERNMENT ACTION, ACTS OF WAR, TERRORISM OR CIVIL STRIFE, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF BANK. EXCEPT AS REQUIRED BY LAW, OUR LIABILITY TO YOU FOR A CLAIM IS LIMITED TO THE FACE VALUE OF THE TRANSACTION, OR THE ACTUAL VALUE OF ANY FUNDS NOT PROPERLY CREDITED OR DEBITED. IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE DAMAGES OR DAMAGES OF ANY KIND EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS REQUIRED BY LAW AND

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE SHALL ONLY BE RESPONSIBLE AND LIABLE FOR OUR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT. WE SHALL NOT BE LIABLE TO ANY THIRD PARTY OR FOR ANY ACT OR OMISSION OF YOURS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES USED BY US IN EXECUTING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR PERFORMING A RELATED ACT AND NO SUCH THIRD PARTY SHALL BE DEEMED TO BE OUR AGENT. EXCEPT AS REQUIRED BY LAW, WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY SERVICES OR FEATURES OF THE PLATFORM OR ANY OTHER PRODUCTS PROVIDED TO YOU BY ZOLVE PURSUANT TO ITS AGREEMENT WITH YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE ALSO NOT LIABLE FOR ANY UNAUTHORIZED ACCESS OF YOUR INFORMATION OR DATA BY A THIRD PARTY DUE TO YOUR USE OF THIRD-PARTY COMMUNICATION CHANNELS NOT OFFERED BY US. TO

YOU AGREE THAT THE AMOUNT OF ANY CLAIM YOU HAVE AGAINST US IN CONNECTION WITH ANY ACCOUNT OR TRANSACTION WITH US, WHETHER BROUGHT AS A WARRANTY, NEGLIGENCE, WRONGFUL DISHONOR OR OTHER ACTION, IS SUBJECT TO REDUCTION TO THE EXTENT THAT: 1) NEGLIGENCE OR FAILURE TO USE REASONABLE CARE ON YOUR PART, OR ON THE PARTY OF ANY OF YOUR AGENTS OR EMPLOYEES, CONTRIBUTED TO THE LOSS WHICH IS THE BASIS OF YOUR CLAIM AND 2) DAMAGES COULD NOT BE AVOIDED BY OUR USE OF ORDINARY CARE. ANY LOSS RECOVERY YOU OBTAIN FROM THIRD PARTIES ON A PARTICULAR CLAIM WILL REDUCE THE AMOUNT OF ANY OBLIGATIONS WE MAY HAVE TO YOU ON THAT CLAIM AND YOU WILL IMMEDIATELY NOTIFY US OF ANY SUCH RECOVERY. YOU AGREE TO PURSUE ALL RIGHTS YOU MAY HAVE UNDER ANY INSURANCE POLICY YOU MAINTAIN IN CONNECTION WITH ANY LOSS AND TO PROVIDE US INFORMATION REGARDING COVERAGE. OUR LIABILITY WILL BE REDUCED BY THE AMOUNT OF ANY INSURANCE PROCEEDS YOU RECEIVE OR ARE ENTITLED TO RECEIVE IN CONNECTION WITH THE LOSS. IF WE REIMBURSE YOU FOR A LOSS COVERED BY INSURANCE, YOU AGREE TO ASSIGN US YOUR RIGHTS UNDER THE INSURANCE TO THE EXTENT OF YOUR REIMBURSEMENT.

#### 19. Disclaimer of Warranty.

ALL BANK SERVICES AND ACCOUNT OR CARD FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THE BANK'S SERVICES OR ACCOUNT OR CARD FEATURES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY

## IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND LACK OF VIRUSES RELATED TO THE SERVICES AND/OR PRODUCTS OF ZOLVE AND/OR THE PLATFORM.

### 20. Indemnification

To the extent permitted by applicable law, you agree to indemnify and hold us and our officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless for any losses, damages, suits and expenses, including reasonable attorneys' fees, that we may incur, without regard to the merit or lack thereof, arising out of, or related in any way to (1) the matters set forth herein; (2) our taking any action or not taking any action that we are entitled to take pursuant to this Agreement or applicable law; (3) any action or omission by you in violation of this Agreement or applicable law; (4) Wire Transfer services; or (5) our action or inaction in reliance upon oral, written or electronic instructions or information from you.

### 21. Severability

If any provision, or a portion thereof, of this Agreement or its application to any party or circumstance shall be declared void, illegal, or unenforceable, the remainder of the provision and the Agreement shall be valid and enforceable to the extent permitted by law. The invalid term will be considered modified by us and applied in a manner consistent with applicable laws. Such modification will not affect the enforceability or validity of the remaining terms of this Agreement.

### 22. Recovery Assistance

To the greatest extent permitted by law, if you claim a credit or refund because of an 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 Card or access credentials or unauthorized withdrawals. 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. To the greatest extent permitted by law, our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

### 23. Waiver

No term of this Agreement shall be deemed waived unless the waiver shall be in writing and signed by an authorized officer of the Bank. Any failure by the Bank to insist upon your strict performance of any of the terms of this Agreement shall not be deemed or construed as a waiver of these or any other terms. Neither party shall, by mere lapse of time, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any breach shall not affect the our right to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of this Agreement.

#### 24. Governing Law

All Accounts are opened at the New York branch office of the Bank. This Agreement, your Account and the Card are governed by United States law and (when not superseded by United States law) the laws of the State of New York (without regard to conflict of laws principles). To the extent any dispute arising under this Agreement or relating in any way to your Account, Card or your relationship with us is not arbitrated, you consent to the jurisdiction of, and agree that such dispute will be resolved by the Federal or state court located in New York.

Except where prohibited by law, you agree that you must file any lawsuit or arbitration against us within two (2) years after the claim arises unless federal or New York law, or another agreement you have with us, provides for a shorter time. If federal or New York law requires a longer time period than the time periods in this Agreement, you agree to the shortest time period permitted under the law.

#### 25. Change in Terms

We may change the terms of this Agreement, including Account and Card fees and features, at any time. Such amended terms will be posted to Zolve's website [\[Link\]](#) or made available through the Zolve Platform. If we are required to notify you of a change to this Agreement by law, we will notify you of the change and the effective date of such change. We may provide such notice to you with your statement, electronically, or by mail. Subject to applicable law, any continued use of your Account or Card is presumed your acceptance of and agreement to be bound by revisions or changes to this Agreement.

#### 26. Assignment

You may not assign this Agreement or transfer your Card or Account. We may transfer or assign its rights under this Agreement, including transferring or assigning your Account without your consent and without notice, unless required by applicable law.

#### 27. Privacy Policy

You authorize us to share information about you and your Account with our affiliates, Zolve and third parties, unless applicable law or our Privacy Policy [\[Link\]](#) prohibits us from doing so. Please see our Privacy Notice for your choices about information sharing. We may report information about your Account or Card to consumer reporting agencies, governmental agencies, and/or third-party data services. Defaults on your Account may be reflected in your consumer report.

#### 28. Section Headings and Successors

The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Agreement. This Agreement will be binding on your personal representatives, executors, administrators, and successors. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular, and the words “include,” “includes” or “including,” mean without limitation by reason of enumeration.

#### 29. Survival

Termination of this Agreement shall not impact any right or obligation arising prior to termination, and in any event, the parties agree that any right or obligation which, by its nature, should survive termination of this Agreement will survive any such termination.

#### 30. Notices

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. If no delivery instruction is provided, notice must be given by emailing us at [hello@zolve.com](mailto:hello@zolve.com) or through the Zolve Platform. We must receive it in time to have a reasonable opportunity to act on it. Notice we give you is effective when we have emailed you at the email address we have on file for you.

#### 31. Tax Reporting and Backup Withhold

Federal law requires us to have a valid Social Security Number or Individual Taxpayer Identification Number for each Account owner so that we can correctly report the interest you have earned to the relevant tax authorities. Accordingly, you must certify your Social Security Number or Individual Taxpayer Identification Number as part of opening a n Account. If you do not provide us with and certify a valid Social Security Number or Individual Taxpayer Identification Number within the time period specified, we are required to withhold a percentage of the taxable interest that we pay to you. This withholding is commonly referred to as “Backup Withholding.” In some states, we may also be required to withhold taxable interest for state taxes.

### 32. Contact Us

You may contact us with any questions or concerns regarding your Account or Card through the Zolve Platform. You can also contact us by email at [hello@zolve.com](mailto:hello@zolve.com).

### 33. Confidentiality of Information

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; (iv) if you give us written permission; (v) to verify your identity and determine if we should open an Account for you or issue you a Card using services provided to us by third parties; or (vi) as explained in our separate Privacy Policy [\[Link\]](#).

Services offered by Zolve, including the Platform, are subject to its Privacy Policy [\[Link\]](#). Bank does not have control over your data provided or collected by Zolve in connection with its services.

### 34. Business Days

For purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

## **Electronic Fund Transfer Disclosure**

This Electronic Fund Transfer Disclosure applies to electronic fund transfers to or from your Account to the extent the transfers are governed by Regulation E (excluding remittance transfers governed by Subpart B of Regulation E). This Electronic Fund Transfer Disclosure seeks to inform you of your rights and obligations under Part A of Regulation E. This Electronic Fund Transfer Disclosure does not cover “remittance transfers” or wire transfers governed by Part B of Regulation E.

### **Transfer Types and Limitations**

**(1) Account access.** The following electronic fund transfer services are available to you when you open an Account with us:

- (i) Cash withdrawals. You can use your Card and PIN at ATMs and certain POSs to withdraw cash from your Account.
- (ii) Direct Deposits. You may permit a payor to make direct deposits to your Account to the extent a payor offers direct deposits.
- (iii) Other Deposits. You may make deposits from your Linked Account or by automated clearing house transfer to your Account.
- (iv) Pay for purchases at places that have agreed to accept the Card.
- (v) ACH transfers to and from the Account

Some of these services may not be available at all terminals.

### **(2) Limitations on frequency and dollar amounts of transfers.**

There are limitations on the frequency and amount of transactions you can make to or from your Account. The limitations vary based on transaction type. Please see Sections 7(a) and 7(b) for limitations. Regardless of the limits set forth in Sections 7(a) or 7(b), we may impose additional limits on the frequency and dollar amounts of transfers. We do not disclose these limits in order to ensure the security of an account or system.

### **Consumer Liability for Unauthorized Transactions**

Tell us AT ONCE if you believe your Card, PIN or any code used to access your Account has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses



down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your Card, PIN or any code used to access your Account, you can lose no more than \$50 if someone used your Card, PIN or any code used to access your Account without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, PIN or any code used to access your Account, and we can prove we could have stopped someone from using your Card, PIN or any code used to access your Account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### **Contact in Event of Unauthorized Transfer**

If you believe your Card, PIN or any code used to access your Account has been lost or stolen, email us at [hello@zolve.com](mailto:hello@zolve.com) or notify us through the Zolve Platform or contact us on (844)-333-3071.

You should write to the email address or call the number listed above if you believe a transfer has been made using the information related to your without your permission.

### **Fees**

We do not charge for most electronic fund transfer services. However, a number of Fees may apply. Please see Section 9 for a description of Fees. Additionally, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

### **Documentation**

- (1) Receipts. You can get a receipt at the time you make any transfer to or from your Account using our ATMs or when you use your Card at a POS.
- (2) Preauthorized credits. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you

may check your Account transaction history through the Zolve Platform or email us at [hello@zolve.com](mailto:hello@zolve.com) to find out whether or not the deposit has been made.

(3) Periodic statements. You will get an Account statement, as set forth in Section 7(h).

### **Preauthorized Payments**

(1) Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: email us at [hello@zolve.com](mailto:hello@zolve.com), notify us through the Zolve Platform or contact us on (844)-333-3071, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. Your request must include your account number, the name of the payee, the amount of the item to be stopped, and the date payment was scheduled to be made. If you call, we require you to put your request in writing and get it to us within 14 days after you call.

(2) Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (The party you are going to pay may allow you to 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.)

(3) Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

This section only applies to preauthorized electronic fund transfers.

### **Our Liability**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

However, there are some exceptions. We will not be liable, for instance:

(1) If, through no fault of ours, you do not have enough money in your Account to make the transfer.

(2) If the automated teller machine where you are making the transfer does not have enough cash.

(3) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

(4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(5) Circumstances beyond our control prevent the transfer,

(6) Failures caused by circumstance beyond our control despite reasonable precautions.

(7) If funds are not available due to a hold or if the Account or funds are subject to a legal action.

(8) If we do not complete a transaction because we or has reason to believe the transaction is unauthorized or illegal.

(9) Your Account or Card has been frozen, revoked, canceled, terminated, closed or suspended.

### **Confidentiality**

We will disclose information to third parties about your Account or transfers you make, as set forth in Section 33.

### **Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers email us at [hello@zolve.com](mailto:hello@zolve.com), notify us through the Zolve Platform or contact us at (844)-333-3071 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## Deposit Availability Disclosure

When a deposit is made to your Account, the funds may not be available immediately. This Deposit Availability Disclosure describes when funds will be made available to you.

A. Delays. We may delay the availability of funds from certain types of deposits to your Account. There are exceptions that may apply in certain circumstances (e.g., if you have overdrawn your Account repeatedly in the last six months or there is an emergency). During the delay, you may not withdraw funds and may not use the funds. We will notify you if we delay the availability of your funds if required by law, and we will tell you when you can expect your funds to be available if required by law.

B. Deposits. Any transaction that you conduct on Saturday, Sunday, a federal holiday, or other days on which we are closed will be handled the following business day. If we receive a deposit before 2 PM ET on a business day, we will consider that business day to be the day of your deposit. However, if we receive a deposit after 2 PM ET or on a non-business day, we will consider the deposit as having been made the next business day. Deposits may only be made by electronic fund transfers, which includes direct deposits and ACH transfers.

C. Availability of Electronic Fund Transfers. Funds from electronic fund transfers, including wires and ACH transfers, that you initiate through another bank will generally be available on the next business day after the day the electronic fund transfer is deemed to be received by us. An electronic fund transfer debit to a Linked Account or any other external account that we originate on your behalf will generally be made available on the third business day after the date the electronic fund transfer is deemed to be received and processed by us. Once they are available, you can use the funds for electronic fund transfer. Even after we have made funds available to you and you have withdrawn the funds, you remain responsible if any deposit to your Account is returned, rejected, or otherwise uncollected by the us.