

**STASH BANKING ACCOUNT,  
POWERED BY GREEN DOT BANK**

**DEPOSIT ACCOUNT AGREEMENT**

**WELCOME TO YOUR Stash Banking Account!**

This Deposit Account Agreement (including the Online and Mobile Services Agreement attached as Appendix A, together the “Agreement”) explains how your account works, what fees are applicable to your account, how our various services work, and the policies, terms and conditions that govern your account. Please read this Agreement and keep it for your records. You can get a copy of it at any time in the app or at [stashinvest.com/disclosurelibrary](https://stashinvest.com/disclosurelibrary).

When we say “we,” “us,” “our” or “Bank,” we mean Green Dot Bank, Member FDIC, the bank that holds the money in your account and provides Bank Account services. Please note that Green Dot Bank operates under the following registered trade names: GoBank, Green Dot Bank and Bonneville Bank. All of these registered trade names are used by, and refer to, a single FDIC-insured bank, Green Dot Bank. Deposits under any of these trade names are deposits with Green Dot Bank and are aggregated for deposit insurance coverage.

When we say “you” or “your,” we mean each person who has a Stash Banking Account, Powered by Green Dot Bank and anyone else that a Stash Banking Account holder gives account access to. You can find other definitions near the end of this Agreement.

When we say “Stash,” we mean Stash Cash Management LLC, a wholly owned subsidiary of its parent company, Stash Financial, Inc. Stash is an affiliate of Stash Investments LLC, an SEC Registered Investment Adviser and Stash Capital LLC, an SEC Registered Broker-Dealer and member of FINRA/SIPC. Reference to the term platform (“Platform”) includes the website(s) and/or mobile applications owned or operated by Stash and/or its affiliates, all of which Stash may update or amend from time to time as set forth in their Terms of Use. When we say “Stash Invest Account” we mean your brokerage, retirement and or/custodial account advised by Stash Investments LLC and held at a qualified custodian (not Green Dot Bank).

**NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.**

1. Getting Started

- a. *General Information.* Your account is a deposit account, with a variety of services offered, including, but not limited to, a debit card, bank transfer services and deposit and spend capability. We refer to these services as “Bank Account Services.” Once you open your account and make the initial deposit, you will receive a Visa debit card that is linked to your account. Money in your account will not earn interest. Your accounts with us are insured to the regulatory limits by the Federal Deposit Insurance Corporation, or FDIC. Please note that Green Dot Bank operates under the following registered trade names: GoBank, Green Dot Bank and Bonneville Bank. All of these registered trade names are used by, and refer to, a single FDIC-insured bank, Green Dot Bank. Deposits under any

of these trade names are deposits with Green Dot Bank and are aggregated for deposit insurance coverage up to the maximum allowed. Any assets, whether cash, securities, or otherwise, in your Stash Invest Account(s) are not held at Green Dot Bank. Any securities in your Stash Invest Account(s) are not FDIC insured. Cash in your Stash Invest Account(s) may or may not be FDIC insured pursuant to the documents governing such account(s), but in any case is not held by Green Dot Bank, and Green Dot Bank has no responsibility for such funds.

- a. *Opening an Account.* To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. When you apply for an account, we will ask for your name, address, date of birth, social security number, phone number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

We reserve the right to not open an account for anyone in our sole discretion. We may also limit the number of accounts that you have in our sole discretion. We do not allow for joint ownership of accounts, so only one person can be the Stash Banking Accountholder.

## 2. Fees

- a. *General.* Our fee schedule below describes the fees associated with our accounts and services. We may offer additional products, services and features from time to time, and the fees for those offerings will be disclosed to you at the time they are offered. In addition to the fees listed below, there are some situations where a third party may charge additional fees. For example, when you use an ATM outside of our network, you may be charged a fee by the ATM operator in addition to our fee. Use the Stash mobile app to find the in-network ATMs near you.

Fee Type	Fee
Monthly Maintenance Fee	\$0.00
Out of Network ATM Withdrawal Fee*	\$2.50
Out of Network ATM Balance Inquiry Fee*	\$0.50
Teller Cash Withdrawal Fee	\$2.50
Cash Deposit Fee	Varies by retailer, up to \$5.95
Foreign Transaction Fee**	3% of total transaction amount

\* When you use an ATM outside of our network, you may be charged a fee by the ATM operator in addition to our fee (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

\*\* This fee is in addition to any other fee that may apply to your transaction. Please see Section 7.e. titled "Foreign Transactions" for more information on using your card internationally.

## 3. General Information About Deposits & Funds Availability

- a. *Initial Deposit.* You may make your initial deposit by transferring money from your Stash Invest Account, using direct deposit or by transferring money using the bank transfer service in the Stash mobile app.
- b. *Subsequent Deposits.* You may make subsequent deposits to your account by transferring money from your Stash Invest Account, signing up for direct deposit, by depositing cash by swiping your debit card at a participating retailer or by using our bank transfer service.

We may offer you additional ways to deposit money from time to time, and any applicable fees or limits will be disclosed to you at the time they are offered to you.

- c. *Limits on Deposits.* We may refuse to accept a deposit or transfer to an account, limit its size, or return all or part of it to you or the sender. We reserve the right to limit the amount of funds that may be maintained in an account. The most you can deposit to your account in cash is \$2,500 in the aggregate in any day. You will not be able to deposit money to your account if the deposit will cause you to exceed the maximum allowed account balance. We're sorry, but we cannot accept checks or cash mailed to us for deposit or inbound wire transfers.

If you deposit cash by swiping your debit card at a participating retailer, please be aware that retailers have their own minimum and maximum deposit limits. Please consult the FAQs in the app or at [ask.stashinvest.com](http://ask.stashinvest.com) to determine the applicable limits at each retailer.

- d. *Funds Availability.* For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, federal holidays and legal banking holidays in the State of Utah.

i. *Transfers from your Stash Invest Account.* Our policy is to make funds that you transfer from your Stash Invest Account available to you no later than four (4) business days after you make the transfer.

ii. *Direct Deposits.* Electronic direct deposits will be available on the day we receive the deposit. Please keep in mind, however, that after we make funds available to you, and you have spent, sent or withdrawn the funds, you are still responsible for any problems involving your deposit.

If you make a deposit before the close of business on a business day, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day we are not open, we will consider that the deposit was made on the next business day.

iii. *Bank Transfer Service.* Deposits using our bank transfer service will be available to you no later than the four (4) business days after you make the transfer.

iiii. *Cash Deposits.* Our policy is to make funds from your cash deposits available to you on the first business day after the day we receive your deposit.

v. *Debit Card Deposit Service.* Deposits using our Debit Card Deposit Service will generally be available to you on the day you make your deposit, unless you are using the service in conjunction with signing up for a new account.

vi. *Special Rules for New Accounts.* If you are a new customer, during the first 30 days your account is open, funds from electronic direct deposits (including ACH credit transactions) to your account will be available on the day we receive the deposit. We may impose different funds availability limits for other forms of deposits. We will disclose those rules to you before you use those services.

vii. *Other Types of Deposits.* Funds availability rules for other types of deposits will be disclosed to you at the time those other deposit options are offered to you.

4. *Direct Deposits.* You may arrange to have funds transferred directly to your account by your employer or other appropriate payor once we have successfully verified your personal information. 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 can call us at (800) 205-5164, or use the app to find out whether or not the deposit has been made. Funds from electronic direct transfer will generally be available on the day the Bank receives the transfer. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) business days after the transfer. We reserve the right to reject or limit transfers via direct deposit in our sole discretion, and may reject or suspend

any direct deposit that has identifying information that does not match the identifying information (such as name or social security number) that we have on file for you. You may cancel the direct transfer authorization at any time by sending a written notice to your employer or payor and providing your employer or payor and the Bank sufficient time to act upon the notice. Your employer or payor may terminate this method of payment, with or without cause, at any time.

5. **Bank Transfer Service.** If you are eligible, you can use our bank transfer service to transfer money from your Stash Invest Account or another bank account at a U.S. financial institution to your Stash Banking Account (an “Inbound Transfer”) or to transfer money from your Stash Banking Account to your Stash Invest Account or another bank account at a U.S. financial institution (an “Outbound Transfer”). For security reasons, our bank transfer service is not available for use until you activate the Debit Card that we will mail you.

a. *Account Verification.* We may verify your ownership of accounts at another institution from time to time by (a) accessing your account information at the other institution and/or (b) asking you to provide proof of ownership.

If you have not previously signed up to conduct bank transfers through Stash, we may verify your ownership of an account by asking you to provide us with information (e.g., your username and password). You agree that you are providing that information to us, Stash, and to Stash’s vendor directly so that they and we can access information about your other account online. Stash’s vendor’s use of your information is subject to their privacy policy. You authorize us to act as your agent and attorney-in-fact for the limited purpose of gathering information about your accounts at other financial institutions, communicating with others regarding your instructions, and processing your transfers.

You represent to us that: (a) the financial institutions you designate have expressly agreed to (or do not prohibit) those actions by us; (b) you have the authority to grant us the right to conduct those activities; (c) you are authorized to conduct transfers to and from the accounts you designate for the bank transfer service; (d) the information you provide to us regarding your accounts at other institutions is accurate and complete; (e) you are an owner and authorized signatory on such accounts, and the account is titled in your name; and (f) no other person’s authorization is required for us to process your requested transfers.

Other institutions that you choose to transfer money to or from may contact us to verify information about an account or transaction. You agree that we may provide any information needed to verify your instructions or otherwise process a transfer.

Not all types of accounts are eligible for the bank transfer service. Be sure to check with us and other financial institutions for restrictions regarding transfers among your accounts (e.g., 401k, IRA, savings and money market accounts). We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your account or those imposed by applicable law.

b. *Minimum and Maximum Transfer Amounts.* The minimum amount of any single Inbound or Outbound Transfer is \$1, and the maximum amount of any single Outbound Transfer is \$3,000. You can use the bank transfer service to transfer up to an aggregate of \$100 of Inbound Transfers every 24 hours, and up to \$500 every 30 days. There is an aggregate limit of \$20,000 every 7 days for Outbound Transfers. The minimum and maximum amounts are subject to change. You may be eligible for higher maximum transfer limits; if you are, we will disclose the higher limit at the time you use the service. We will notify you as required by law if these limits decrease, but we may change these limits below the amounts stated above or cancel your transfers without prior notice as described below in “Suspension and Reinstatement of Bank Transfer Service.”

c. *Outbound Transfers.* You may transfer funds from your Stash Banking Account to your Stash Invest Account or a bank account that you maintain with another U.S. financial institution. You agree that you will have sufficient available funds in your Stash Banking Account to cover any Outbound Transfers that you set up. If you do not, we may not initiate the transfer. If we do initiate the transfer, and there are not sufficient available funds in your Stash Banking Account, it will cause an overdraft in your account. If this happens, you are responsible for the overdraft amount.

Although we may use any means to execute your instructions, we normally use the

automated clearing house (ACH) to transfer funds. We will remove the funds from your Stash Banking Account when you set up the transfer. It then takes up to 4 business days before the funds are deposited to your other designated account.

The cutoff time for submitting transfer instructions is 9:45 p.m. (Pacific Time).

Instructions received after the cutoff hour or on a non-business day may be processed by us on the next business day. Transactions scheduled to be processed on a weekend or bank holiday will be processed on the next business day.

- d. *Inbound Transfers.* If you are eligible, you may transfer funds from your Stash Invest Account or a bank account that you maintain with another U.S. financial institution to your Stash Banking Account (if your other financial institution permits these kinds of transfers). When you initiate a transfer from the other designated account using the Stash mobile app, you authorize us to withdraw the funds from your other account. You agree that you will have sufficient funds in your other designated account to cover all Inbound Transfers that you set up.

As with Outbound Transfers, you acknowledge that there will be a delay between the time you are notified of a pending transfer and the date funds are deposited to your Stash Banking Account. Although we may use any means to execute your instructions, we normally use the automated clearing house (ACH) to transfer funds. It then takes up to 4 business days before the funds are deposited to your Stash Banking Account.

The cutoff time for submitting transfer instructions is 9:45 p.m. (Pacific Time).

Instructions received after the cutoff hour or on a non-business day may be processed by us on the next business day. Transactions scheduled to be processed on a weekend or holiday will be processed on the next business day.

- e. *Declined and Reversed Transactions.* We may decline to complete a transfer if: (a) we believe it may involve or result in a violation of law or expose us to liability or risk of loss; (b) we are unable to authenticate either your Stash Banking Account or your other bank account; (c) there are insufficient available funds for the transfer; (d) the transfer instruction is unclear, ambiguous or incomplete; (e) we identify a security risk involving the transaction; or (f) as otherwise stated in these terms. If we have begun a transfer, and it is rejected for any reason, we will notify you and attempt to return the funds to the other designated account.

In addition to the limits disclosed above, all bank transfers may be reviewed by Green Dot Bank for fraud and security reasons. We are not responsible for any losses or damages that may result from our delay or cancellation of a transfer, or for any failure to notify you of such delay or cancellation.

You authorize us to return funds to the other bank account if we are advised by the financial institution or the company processing the transfer that the transfer was not authorized by, was made to your Stash Banking Account in error, or that there were insufficient available funds in the other account for the transaction.

- f. *Indemnification/Limited Liability.* You agree to indemnify us and our agents (including Stash and its affiliates) from all claims, liabilities, losses, expenses and damages, including attorney's fees, arising out of any action we take pursuant to your instructions or your violation of these terms or applicable law. We cannot guarantee the timely delivery or return of funds as a result of a failure of another financial institution to act in a timely manner.

- g. *Suspension and Reinstatement of Bank Transfer Service.* In the event that we at any time incur a problem with your use of the bank transfer service, including without limitation, (1) the inability to debit any of your account(s) or to collect with respect to any of your bank transfers as described above, (2) if you breach this or any other agreement with us, (3) we have reason to believe there has been or may be an unauthorized use of your Stash Banking Account, (4) we are unable to verify your identity or authority to use the service to our satisfaction, (5) your Stash Banking Account is not in good standing, or (6) we

believe that your use of the service could expose Green Dot Bank to increased risk, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or terminate your right to use the service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect us from loss. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the bank transfer service.

## 6. Bill Payment Service.

- a. *General.* If you have met our eligibility criteria, you can make payments to others from your account with us using our bill payment service.
- b. *Bill Payment Service Definitions.* The following definitions shall apply solely with respect to this Section 6 (Bill Payment Service):

“Bill Payment Service” means the Bill Payment Service offered by Green Dot Bank, through CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc., that you can access using your account.

“Biller” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“Business Day” is every Monday through Friday, excluding Federal Reserve holidays.

“Debit Date” is the day your account will be debited and is also the day that we will begin processing your Payment Instruction. If you schedule a future Debit Date for a payment, and the date you schedule falls on a non-Business Day, the Debit Date will be the Business Day immediately preceding the date that you scheduled.

“Due Date” is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.

“Pay Date” is the day your Biller should receive your payment.

“Payment Instruction” is the information provided by you to the Bill Payment Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Debit Date).

“Scheduled Payment” is a payment that has been scheduled through the Bill Payment Service but has not begun processing.

- c. *Service Fees and Additional Charges.* There is no service fee for using the Bill Payment Service. We may change these fees as described in this Agreement. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider when you access the Bill Payment Service.
- d. *Payment Scheduling.* Transactions begin processing on your Debit Date. The earliest Debit Date for Payment Instructions entered on a non-Business Day will be the next Business Day. When you schedule an individual payment, the earliest possible Pay Date for each Biller (typically five (5) or fewer Business Days from the Debit Date) will be designated through the Bill Payment Service when you are scheduling the payment, and you must select a Debit Date so that the associated Pay Date is no later than the actual Due Date reflected on your Biller statement.

You are responsible for ensuring that there are sufficient funds in your account on the Debit Date to allow the payment.

- e. *Payment Authorization and Payment Remittance.* By providing us with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive from you. In order to process payments more efficiently and effectively, you agree that we may edit or alter payment data or data

formats in accordance with Biller directives.

When we receive a Payment Instruction, you authorize us to debit your account and remit funds on your behalf to your Biller so that the funds arrive on or as soon as reasonably possible after the Pay Date designated by you. You also authorize us to credit your account for payments returned to us by the United States Postal Service or Biller.

We will use our commercially reasonable efforts to make all your payments properly, and if we do not complete a payment from your account Card on time or in the correct amount according to this Agreement we will not be liable for your losses, costs or expenses except for your direct losses or damages to the extent directly relating to our gross negligence or intentional misconduct. We shall incur no liability if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of ours, your account does not contain sufficient funds to complete the transaction;
- ii. The Bill Payment Service is not working properly and you know or have been advised about the malfunction before you execute the transaction;
- iii. You have not provided us with the correct account information, or correct Payment Instructions; and/or,
- iiii. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

There are other exceptions provided in this Agreement. Provided none of these exceptions are applicable, if we cause an incorrect amount of funds to be removed from your account or cause funds from your account to be directed to a Biller in a manner inconsistent with your Payment Instructions, or fail to initiate your payment in accordance with your Payment Instructions, we shall only be responsible for returning those funds to your account, or for directing to the proper Biller any previously misdirected transactions, and shall have no further liability with respect to same except as expressly provided for above.

- f. *Payment Methods.* We reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment or a check payment.
- g. *Limits on Payments You Can Make.* You may not make a payment in an amount greater than \$7,500. Any payments you request will count against the daily dollar limit of purchases that you are permitted to make in a single day using your account, and will be considered to occur on the Debit Date.
- h. *Payment Cancellation Requests.* You may cancel or edit any Scheduled Payment by following the directions provided in the Bill Payment Service. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment, on the Debit Date, it cannot be cancelled or edited, and therefore a stop payment request must be submitted.
- i. *Stop Payment Requests.* Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must call us at (800) 205-5164 or write us at Customer Care, Stash Banking Account Member Care, P.O. Box 5100, Pasadena, CA 91117 so that we receive your request at least three (3) Business Days prior to the Pay Date. We may require you to present your request in writing within fourteen (14) days. For any other payments, we will attempt to accommodate your request, but will have no liability for failing to do so.
- j. *Prohibited Payments.* The following payments are prohibited through the Bill Payment Service:
  - i. Payments to Billers outside of the United States or its territories.
  - ii. Payments prohibited by law.

Except as may be required by law, we will have no liability for any claims or damages

resulting from any prohibited payments you may schedule or attempt to schedule.

- k. *Exception Payments.* Tax payments and court ordered payments may be scheduled through the Bill Payment Service; however such payments are discouraged and must be scheduled at your own risk. We will have no liability for any claims or damages resulting from you scheduling these types of payments. We also have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.
- l. *Bill Delivery and Presentment.* This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the electronic bill options, you also agree to the following:

Information provided to the Biller – We cannot update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about the Service and/or bill information.

Activation – Upon activation of the electronic bill feature, we may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – We will use our best efforts to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your bank account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) – You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill – We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from



electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

m. EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITY

THE BILL PAYMENT SERVICE AND RELATED DOCUMENTATION IS WITHOUT, AND WE EXPRESSLY DISCLAIM, ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ONLY THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT APPLY TO THE BILL PAYMENT SERVICE AND RELATED DOCUMENTATION.

EXCEPT TO THE EXTENT PROVIDED IN THE "PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE" SECTION, OR TO THE EXTENT REQUIRED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR ANY SOFTWARE OR DOCUMENTATION RELATED TO THE BILL PAYMENT SERVICE.

- n. *Sharing of Information.* As provided in our Privacy Policy, information about you and your transactions will be shared with third parties to assist us in providing the Bill Payment Service.
- o. *Failed or Returned Transactions.* In using the Bill Payment Service, you are requesting the Bill Payment Service to make payments for you using your account. If we are unable to complete the transaction for any reason associated with your account (for example, there are insufficient funds in your account to cover the transaction), the transaction will not be completed and we will attempt to notify you.
- p. *Biller Limitation.* We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.
- q. *Returned Payments.* In using the Bill Payment Service, you understand that Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your account. You may receive notification from us.
- r. *Information Authorization.* Your enrollment in the Bill Payment Service may not be fulfilled if we cannot verify your identity or other necessary information. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Biller (for example, to resolve payment posting problems or for verification).
- s. *Contact Information Updates.* It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. You may update information as described in the Stash app or in this Agreement.

7. About Your Debit Card

- a. *General.* Your debit card (your "Card") is linked to your account. You will need to set a personal identification number ("PIN") for your Card. You agree not to disclose your PIN to others and to safeguard its confidentiality. You may use your Card to purchase goods and services anywhere Visa debit cards are accepted and to access cash at ATMs

and from tellers of financial institutions displaying the Visa name and/or logo, as applicable. Please note that if you use your Card to get account balance information from an ATM, the balance may not reflect recent transactions, and may include funds that are not available for immediate withdrawal.

- b. *Charges to Your Card and Receipts.* Each time you use your Card to purchase goods or services, you authorize us to charge the amount against the money in your account. You should get a receipt at the time you make a transaction or obtain cash using your Card, and you can get a receipt at the time you make any withdrawal from your account using your Card at one of our in-network ATMs.
- c. *Limits on the Use of Your Card.* You are not authorized to make purchases using your Card that in the aggregate exceed \$10,000 per calendar day. We reserve the right, in our sole discretion, to limit the amount, number or type of transactions you can make using your Card. You may only withdraw up to \$500 from ATMs in a single day. We may, in our sole discretion, further limit your use of the Card at ATMs, and, in addition to our limits, an ATM owner or operator may impose additional withdrawal limits. We may refuse to process any transaction that we believe may violate the law or the terms of this Agreement. You agree that you will: (i) not use the Card at unlawful domestic or international gambling websites, or at payment processors supporting unlawful gambling websites, or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of the Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access account funds; and (iv) use the Card only as instructed. We may refuse to issue a Card, revoke or suspend your Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. We reserve the right to limit or block the use of your Card in foreign countries due to fraud or security concerns or to comply with applicable law.
- d. *Money in Your Account May Be Held Until a Transaction is Completed.* When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate the final purchase amount. When you use your Card at an ATM or for a teller cash withdrawal transaction, we generally authorize the transaction in advance (including all applicable fees). When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and will place a hold on your account's funds for the amount indicated by the merchant, and this transaction will show as "pending" in your transaction history. We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction amount (such as to cover a tip at a restaurant). Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an "authorization" or a "hold" on your available balance for up to 90 days. Until the transaction finally settles, you will not be able to use the money in your account that is "on hold." We will only charge your account for the correct amount of the final transaction, however, and we will release any remaining amount when the transaction finally settles.
- e. *Foreign Transactions.* You can use your physical debit Card for foreign transactions or in foreign countries only at terminals that accept EMV (chip) card transactions. If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. Visa currently uses a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on or one day prior to its central or transaction processing date (note: this rate may be different from the rate the association itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account. We will impose a charge equal to 3% of the transaction amount (including credits and reversals) for each transaction (U.S. or foreign currency) that you conduct at merchants (including foreign websites) outside the United States or in a foreign currency. This charge is in addition to any of the Bank's usual fees, including, but not limited to, the teller cash withdrawal or out-of-network ATM fee.

f. *ATM Safety.* You agree to exercise discretion when using ATMs. If there are any suspicious circumstances, do not use the ATM. If you notice anything suspicious while transacting business at the ATM, cancel the transaction, pocket your Card and leave. Be careful when using the ATM and be aware of the surroundings, especially at night or in isolated areas. Park near the ATM in a well-lighted area. At night, have someone accompany you when possible. Do not approach a dark ATM. Do not accept assistance from anyone while using the ATM. Do not display your cash; pocket it and count it later in the safety of your office or home. Be sure to save your transaction slips. Check them against your statements regularly. Make sure you safeguard your PIN — do not write it on your Card or carry it in your wallet or purse. Always secure your Card just like you would your cash, checks and credit cards. Report all crimes to the ATM operator and local law enforcement officials immediately. We do not guarantee your safety while using the ATM.

g. *Refunds on Purchases.* Cash refunds will not be made to you for purchases made with your Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to the account from which the original funds were debited. For security reasons, if a credit is applied to your account for which there was no debit originally, we may block the use of your account.

## 8. Partitions.

a. *About the Stash Partitions.* The Stash Partition (“Partition”) is not an independent account. It is a separate part of your Stash Banking Account balance that is set aside and cannot be accessed directly. The Partition is not a savings account, and it does not pay interest.

b. *Partition Transfers.* You can transfer money from your Stash Banking Account to your Partition (and from your Partition to your Stash Banking Account) at any time (subject to the limits listed below). All transfers must be conducted through the Stash app. We cannot accept Partition transfer instructions over the phone. Once you instruct us to move money from your Stash Banking Account to your Partition, that money will be unavailable for you to otherwise spend or transfer from your card. There are no additional fees associated with making transfers to or from the Partition. You cannot cash out or spend directly from your Partition; the only way to access money in your Partition is to transfer it to your Stash Banking Account. If you have a negative balance on your Stash Banking Account and you transfer money from your Partition, we will first apply the money you transfer to cover your negative balance. If you have a negative balance on your card, we reserve the right to offset that negative balance by removing funds from your Partition.

c. *Limits.* Because the Partition is not a separate account, money in your Partition counts as part of your Stash Banking Account balance. For security reasons, we may impose limits on transfers or your Partition in our sole discretion. You agree that we may use money in your Partition to cover any negative balance that you may have on your card, even if you do not transfer it from your Partition to your Stash Banking Account.

## 9. Limits on Your Account.

a. *Balance Limit.* The maximum amount of money you can have in the aggregate in your account is \$50,000. We call this the “maximum account balance.”

b. *Other Limits.* You agree not to use your account for business purposes. We may, in our sole discretion, close your account if we determine that it is being used for business purposes. We may revoke or suspend your account privileges or cancel your account with or without cause or notice, other than as required by applicable law.

## 10. Debit Card Deposit Service. You may use certain bank-issued debit cards to deposit money to your Stash Banking Account (the “Debit Card Deposit Service”).

a. *Your Representations.* You represent and warrant to us that: (a) you are at least eighteen (18) years old; (b) the personal information that you provide to us in connection with the Debit Card Deposit Service is true, correct and complete; (c) you are the owner of the debit card identified in your registration for the Debit Card Deposit Service and any

- related bank account (the "*debit card*"); (d) you are the owner of the Stash Banking Account; and (e) you are authorized to use the debit card to add funds to your Stash Banking Account.
- b. *Confirming Your Identity.* You authorize us and our agents to confirm your identity when you use the Debit Card Deposit Service. This may include asking you for additional information or requiring you to take additional steps to confirm information you have already provided.
  - c. *Use of Personal Information.* During the registration and funding process for the Debit Card Deposit Service, you will be providing certain personal information, such as your name, address, telephone number and bank debit card number to us. We may share your personal information with Stash and other service providers so that we can provide you with the Debit Card Deposit Service and to comply with applicable law.
  - d. *Your Debit Card.* To use this Service, your debit card must have been issued by a licensed U.S. bank and be accepted on the Visa or MasterCard network (which can be ascertained by checking the debit card for the appropriate logo). The types of debit cards that can be accepted for the Debit Card Deposit Service are subject to change at any time in our sole discretion. Please note that the amounts you add to your Stash Banking Account may be charged almost immediately to your bank account. You may not use a credit card to deposit money using this Service. If you attempt to use a credit card for the Debit Card Deposit Service, we are not responsible for any fees, finance charges or penalties that your credit card issuer may assess as a result of the transaction.
  - e. *Available Funds.* You are responsible for ensuring that your debit card has sufficient available funds (including associated fees) for each deposit you request. If you do not have sufficient available funds, your financial institution may not authorize the transaction. We have no control over your financial institution's decision. We also are not responsible or liable to you for any insufficient funds fees or other fees imposed by your financial institution or any transactions that you are unable to complete if you fail to have sufficient funds for your deposit request. Please note that it may take up to one hour to process a deposit request if you are applying for your account at the time of your deposit request.
  - f. *Minimum and Maximum Deposit Amount; Limitations.* The Debit Card Deposit Service has minimum and maximum permitted deposit limits which will be disclosed to you when you use the service. We may limit the number of transactions you can make using the Debit Card Deposit Service in our sole discretion. The minimum and maximum deposit amounts are subject to change at any time in our sole discretion.
  - g. *No Refunds or Reversals.* Once you deposit funds to your Stash Banking account from your debit card via the Debit Card Deposit Service, you cannot transfer funds back to your debit card from your Stash Banking Account via the Debit Card Deposit Service.
  - h. *Termination.* We may suspend or terminate your access to or use of the Debit Card Deposit Service at any time without cause in our sole discretion. We may immediately suspend your use of the Debit Card Deposit Service if you breach this or any other agreement with us, we have reason to believe there has been or may be an unauthorized use of your Stash Banking Account or the debit card you used to make the deposit, or we are unable to verify your identity or authority to use the debit card to our satisfaction.

## 11. Electronic Funds Transfers; Other Rights & Terms

- a. *[Reserved]*.
- b. *Your Liability for Unauthorized Electronic Fund Transfers.* Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. Because your Card is a Visa Card, you will not be liable for the amounts stated above unless we determine that you were grossly negligent or fraudulent in the handling of your Card.

If your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available 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.

c. *In Case of Errors or Questions About Your Electronic Transfers.* Call us at (800) 205-5164 or write us at Stash Banking Account Member Care, P.O. Box 5100, Pasadena, CA 91117 as soon as you can if you think your statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- i. Tell us your name and account number.
- ii. 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.
- iii. Tell us the dollar amount of the suspected error.

In addition, it would be helpful if you provided us with any supporting documentation related to the 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 that 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.

d. *Lost or Stolen Card/PIN or Unauthorized Transaction.* If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you can report your card lost or stolen in the app. You can also call us at (800) 205-5164 or write us at Stash Banking Account Member Care, P.O. Box 5100, Pasadena, CA 91117.

e. *Our Liability for Failing to Make Transfers.* If we do not complete an electronic fund 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. There are some exceptions, however. We will not be liable, for instance, if:

- i. Through no fault of ours, you do not have enough available funds in your account to make the transfer;
- ii. Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption or a natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by us;
- iii. The system, ATM or POS terminal was not working properly and you knew about

- the problem when you started the transaction;
- iiii. The funds in your account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;
- v. The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely;
- vi. We have reason to believe the transaction may not be authorized by you; or
- vii. The transaction cannot be completed because your Card is damaged.

There may be other exceptions stated in our agreement with you.

- f. *How to Stop Preauthorized Transfers From Your Account.* If you have told us in advance to make regular payments out of your account, you can stop any of these payments by writing to us at Stash Banking Account Member Care, P.O. Box 5100, Pasadena, CA 91117, or by calling us at (800) 205-5164.

We must receive your request at least three business days before the payment is scheduled to be made. (Note: If you fail to give us your request at least three business days prior to a transfer, we may attempt, at our sole discretion, to stop the payment. We assume no responsibility for our failure or refusal to do so, however, even if we accept the request for processing.) If you call, we may require you to put your request in writing and to provide us with a copy of your notice to the payee, revoking the payee's authority to originate debits to your account, within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your account. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one transfer only. If you order us to stop one of these payments at least three business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

- g. *Varying Preauthorized Transfers.* If you have arranged in advance to make regular payments out of your account and they may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

- h. *Account Information.* You can obtain information regarding your Bank accounts that are tied to this service. Please note that balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal. The balance information feature is not subject to the error resolution or liability sections set forth above.

- i. *Account Statements.* You will have access to an account statement through the app as required by law. You should carefully review your statements each statement period and let us know as soon as possible if there are any errors. If you do not, you may be responsible for unauthorized transactions as described in Section 9.b. above. We do not mail monthly paper statements.

If we provide you with a notice or statement, electronically or otherwise, you must promptly and carefully review it to determine if any errors or problems exist. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement or notice. If you fail to do so, you may become responsible for the losses resulting from such failure.

- j. *Business Days.* Our business days are Monday through Friday, excluding federal and legal banking holidays in the State of Utah.

- k. *Amendments/Changes in Account Terms.* We may add to, delete or change the terms of our agreement with you at any time by mailing, e-mailing or delivering a notice, a statement message or an amended agreement to you at the last address (location or e-mail) on file

message or an amended agreement to you at the last address (location or e-mail) on file for you, your account, or the service in question. Unless otherwise required by law, we may amend the agreement without prior notice (e.g., by posting the information on the Stash mobile app, or otherwise making it available to you).

We may substitute similar services or discontinue currently offered services for certain accounts by giving you prior notice. We do not have to notify you, however, of any changes that are beneficial to you (e.g., a reduction or waiver of any fees or the addition of services) or if the change is required for security reasons.

1. *Information Given to Third Parties.* We may disclose information to third parties about you, your account, and the transactions on your account: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence and condition of the account for a third party (e.g., a merchant); (iii) in order to comply with government agency or court orders; (iv) if you give us your consent; (v) to service providers who administer the account or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to identify, prevent, investigate or report possible suspicious or illegal activity; (vii) in order to issue authorizations for transactions on the account; (viii) to disclose the existence, history, and condition of your account to consumer reporting agencies; and (ix) as permitted by law. Please see our Privacy Policy for further details.

## 12. Additional Terms & Conditions

- a. *Adjustments.* We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded or keyed in the wrong amount or items you deposit are returned unpaid.
- b. *Account Contact Information Changes.* You agree to notify us immediately in writing of any change in your name, address, email address, or other contact information associated with your account. By updating such information on the Stash app, you satisfy these notification obligations. We may rely on our account records to determine the ownership of your account.
- c. *Compliance.* You agree not to violate the laws of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use your account or any account-related service to process Internet gambling transactions or conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.
- d. *Conflicting Demands/Disputes.* If there is any uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions, we are requested by Adult Protective Services or any similar state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (1) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (2) refuse transactions; (3) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (4) request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or (5) continue to honor transactions and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.
- e. *Consent For Us to Call You.* You agree that we or our agents may contact you at any telephone number you provide to us, including your cell phone number. You agree to receive these calls and messages, such as a text message or prerecorded or autodialed calls. You understand that your service provider may charge you for these calls/messages.
- f. *Consent to Gather Information.* You authorize us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties. You authorize us to obtain address information from the California Department of Motor Vehicles or any other government agency. As such, you waive your rights under

California Vehicle Code §1808.21 (or equivalent).

- g. *Cutoff Hours*. Instructions received by us on a weekend, holiday or after our cutoff hour on a business day may be treated and acted upon by us as if received on the next business day.
- h. *Death or Adjudication of Incompetence*. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the deceased) if an accountholder dies or is adjudicated incompetent.

If we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of an accountholder, we may freeze all or part of the account, pending receipt of proof (satisfactory to us) of each person's right to the funds.

- i. *Deposit Insurance*. Your accounts with us are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC's toll-free consumer hotline at 877-275-3342, or visit its website at [www.fdic.gov](http://www.fdic.gov).

j. *[Reserved.]*

- k. *Fax Instructions/Voice Mail/E-mail*. We may, but are not required to, act upon instructions received by fax transmission, voice mail or e-mail. We may not review your message until the business day after its receipt. As such, it may not be appropriate to use these methods of communication if you need to reach us with time-sensitive information. For security reasons, you should not send us e-mails with your personal or account information.

- l. *Force Majeure*. We shall not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, acts of third parties, or any cause that is beyond our reasonable control.

- m. *Governing Law*. To the extent this Agreement is subject to the laws of any state, it will be subject to the law of the State of Utah, without regard to its conflict of law provisions.

- n. *Inactive Accounts*. For security reasons, we may refuse a withdrawal or transfer from accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. We may transfer (escheat) your property to the appropriate state if no activity occurs in the account or you fail to communicate with us regarding your account within the time period specified by state law. We may consider an account inactive even if you maintain another active account with us. We may impose a fee for sending a dormant account notice to you prior to transferring the funds to the state. If funds are transferred to the state, you may file a claim with the state to recover the funds.

- o. *Legal Process*. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically or in writing. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your account. You agree to reimburse us for any cost or expense, including attorney fees, which we incur in responding to legal process related to your accounts. You agree that we may honor legal process that is served personally, by mail, email or facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

- p. *Limitation on Time to Bring Action*. Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced no later than one year after the day the cause of action accrues.

- q. *Other Agreements*. You may have another agreement with us which, by its terms,



supersedes this Agreement in whole or in part. For example, certain provisions of your other agreements with us (e.g., involving our online services) may supersede some of the terms of this Agreement, to the extent that they are inconsistent.

- r. *Negative Balances.* If you do not have enough money in your account to cover the amount of a transfer or other transaction (e.g., Debit Card transaction, teller cash withdrawal, bill payment, or other electronic transaction), we may reject the transaction without payment. We may elect, however, in our sole discretion to create a negative balance in your account by permitting the transaction. If we permit a negative balance or otherwise allow your account balance to drop below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us. You agree that we may use subsequent deposits and other credits to the account, including without limitation, deposits of government, welfare, retirement and Social Security benefits, to cover any negative balance existing in your account, to the fullest extent permitted by law.

Our allowance of transactions that create negative balances in no way obligates us to continue that practice at a later time. We may discontinue permitting negative balances without cause or notice to you. We discourage the practice of overdrawing accounts.

- s. *Power-of-Attorney.* You may appoint an attorney-in-fact for an account and or you may revoke a power of attorney. You should notify us in advance if you plan to create a power of attorney involving your account. We generally will accept a Uniform Statutory Form Power of Attorney that complies with state law. We may refuse to accept other forms of powers of attorney, however, with or without cause.

We may act on the instructions of an attorney-in-fact whether or not the attorney-in-fact relationship is noted in the instruction (e.g., on any check signed by the attorney-in-fact). You can revoke your power of attorney by sending a written notice to us. We assume no duty to monitor the actions of your attorney-in-fact to ensure that he or she acts for your benefit.

- t. *[Reserved.]*

- u. *Security Interest & Setoff.* You grant us a security interest in your account, including all current and future deposits, for amounts owing to us now and/or in the future under this Agreement or under any account service agreement by any owner. We may charge or set off funds in your account for any direct, indirect and/or acquired obligations that you owe us now and/or in the future, regardless of the source of the funds in the account, to the fullest extent permitted by law. If you have a negative balance in your account, we will automatically deduct the negative balance amount from any current or future funds on this or any other account you register or maintain (including any other Green Dot Bank accounts or prepaid cards).

- v. *Severability.* If any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect.

- w. *[Reserved.]*

- x. *Telephone and Electronic Communication Monitoring/Recording.* We may monitor telephone conversations and electronic communications for quality and control purposes without prior notice to you. We usually do not record conversations without notice to you.

- y. *Termination/Closing Your Account.* We may automatically close your account if the account balance is zero or lower. We may terminate your account relationship with us at any time, with or without cause, with or without notice. If the funds are not withdrawn, we may send a check for the account balance to you at the last address we have on file for the account.

We may dishonor any item or transaction presented for payment after an account is closed. You remain responsible for such items and transactions, which may be treated as overdrafts. If your account is closed for any reason, you will not be able to open another Stash Banking Account.

- z. *Transfers/Assignments*. Unless otherwise agreed by us in writing, all accounts are non-transferable and non-negotiable. You may not grant, transfer or assign any of your rights to an account without our prior written consent. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest.
- aa. *Unauthorized Transactions and Errors*. If you discover an error, forgery, alteration or other unauthorized activity involving your account, you must notify us immediately by telephone and promptly in writing of the relevant facts, including a description of the transaction or error and the identity of any suspected perpetrator. You agree to promptly review all statements and notices we send or make available to you. Your statements will be deemed to provide sufficient information about your transactions for you to determine whether there was an error or unauthorized transaction if the statements provide you with the check or transaction number, the amount, and the date of payment.

You are in the best position to discover and report any errors or unauthorized transactions involving your account. If you fail to notify us within a reasonable time (not exceeding 14 days after your statement date) of an unauthorized signature, alteration, forgery, counterfeit check or other unauthorized transaction involving any of your accounts, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer.

Without regard to care or lack of care of either you or us, if you do not discover and report an error or an unauthorized signature, alteration, forgery, counterfeit check, or other unauthorized debit to your account within 60 days after the date of your statement or the date the information about the item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us. (Note: Different notification and liability rules apply to certain electronic fund transfers. See the “Electronic Fund Transfers; Other Rights & Terms” section.)

If you claim a credit or refund because of an error or unauthorized transaction, you agree to provide us with a declaration containing whatever reasonable information we require regarding your account, the transaction, and the circumstances surrounding the claimed loss. We must receive your declaration within 10 days of our request. If applicable, you also agree to make a report to the police and to provide us with a copy of the report, upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your account, unless otherwise required by law (e.g., in connection with certain consumer electronic fund transfer services).

Our maximum liability will never exceed the amount of actual damages proven by you.

Our liability will be reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. Unless otherwise required by law, we will not be liable for incidental, special or consequential damages, including loss of profits and/or opportunity, or for attorney’s fees incurred by you, even if we were aware of the possibility of such damages.

Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. That is, we owe you the amount of your deposit. No fiduciary, quasi fiduciary or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third party beneficiaries to this Agreement.

(Note: Different notice and liability rules apply to certain electronic fund transfers. See the “Electronic Fund Transfers; Other Rights & Terms” section.)

- ab. *Waivers.* We may delay enforcing our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this Agreement.
- ac. *Termination or Suspension of Service.* We may suspend or terminate your access to or use of any or all of our services at any time without cause in our sole discretion. We may immediately suspend your use of our services if you breach this or any other agreement with us or we have reason to believe there has been or may be an unauthorized use of your account.

### 13. Dispute Resolution

- a. ***Acknowledgment of Arbitration.*** Your account is being made available and priced by the Bank on the basis of your acceptance of the following arbitration clause. By opening your account, you acknowledge that you are giving up the right to litigate Claims if either party elects arbitration of the Claims pursuant to this clause, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.

### ARBITRATION NOTICE

**THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT MAY BE RESOLVED BY BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.**

**CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. YOU EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ARBITRATE A CLASS ACTION. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.**

*Arbitration of Claims.* Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to (i) the account; (ii) any service relating to the account; (iii) the marketing of the account; (iv) this Agreement, including the validity, enforceability, interpretation, scope, or application of the Agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which shall be for a court to decide); and (v) any other agreement or instrument relating to the account or any such service ("*Claim*") shall be decided, upon the election of you or the Bank (or the Bank's agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration pursuant to this arbitration provision and the applicable rules and procedures of the arbitration administrator in effect at the time the Claim is filed. The American Arbitration Association ("AAA") shall serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: on the web at [www.adr.org](http://www.adr.org) or by writing to AAA at 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043.

*Other Claims Subject to Arbitration.* In addition to Claims brought by either you or the Bank, Claims by or against Stash and its affiliates, anyone connected with you or the Bank or claiming through you or the Bank (including a second cardholder, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.

*Exceptions.* You and we agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court so long as the Claim is pending only in that court. This arbitration provision also does not limit or constrain the Bank's right to interlead funds in the event of claims to

provision also does not limit or constrain the Bank's right to interpret terms in the event of claims to account funds by several parties.

*Individual Claims Only.* It is the intent of the parties to require Claims to be submitted to arbitration on an individual basis only. **Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing.** However, co-applicants, second cardholders and authorized users of a single Card and/or related cards are considered as one person, and the Bank, its officers, directors, employees, agents, and affiliates are considered as one person.

*Arbitration Fees.* If you initiate arbitration, the Bank will advance any arbitration fees, including any required deposit. If the Bank initiates or elects arbitration, the Bank will pay the entire amount of the arbitration fees, including any required deposit. Notwithstanding any provision of this arbitration provision or the rules and procedures of the arbitration administrator, the Bank will be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.

*Procedure.* A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years experience or who is a former or retired judge. The arbitration shall follow the rules and procedures of the arbitration administrator in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, in which case this arbitration provision shall govern. Any in-person arbitration hearing for a Claim shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (the "FAA") and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. At the request of any party, the arbitrator will provide a written explanation of the basis for the disposition of each claim, including written findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.

Rev. May 2020

## Appendix A

### Online and Mobile Banking Agreement

1. **Introduction.** This Online and Mobile Banking Agreement ("*Agreement*") sets forth the terms and conditions that apply to your access and use of the Stash Banking Account, Powered by Green Dot Bank online and mobile banking services ("*Service*") provided by Green Dot Bank, Member FDIC. In this Agreement, "*you*" refers to each owner and authorized signer on the accounts that may be accessed through the Service. The terms "*we*," and "*us*" refer to Green Dot Bank, Member FDIC. This Agreement incorporates, supplements, and supersedes where inconsistent, the terms of your Deposit Account Agreement with us. Your use of the Service will be deemed further evidence of your agreement to these terms. The Service is made available to you via the Stash mobile application ("*Mobile App*"). **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE VIA THE WEBSITE OR MOBILE APP. DO NOT USE THE SERVICE VIA THE WEBSITE OR MOBILE APP IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.** By accessing or using the Service, you represent that you are 18 years of age or older and you have read and agree to be bound by this Agreement in its entirety and all applicable laws, rules and regulations governing your use of the Website and/or the Mobile App. This Agreement may be amended by posting a new version to the Website and/or the Mobile App, which version will be effective upon posting.

2. **Our Service.** The Service may allow you to access the following features and services through the Website and/or Mobile App:
  - *Account Access* — You can sign up for an account, obtain information about your accounts and transactions, make transfers to and from your Stash Invest account or other bank accounts, view statements, and find fee-free ATMs.
3. **Your Equipment.** To use the Service, you must have the browser and equipment described in the [Electronic Communications Agreement](#). You are responsible for the selection, installation, maintenance, and operation of your computer and software. We are not responsible for any errors, failures, or malfunctions of your computer, mobile phone or software, or for any computer virus or related problems that may occur with your use of this Service. You are responsible for ensuring that your computer and/or mobile phone and software are compatible with our system. We reserve the right to change our system requirements from time to time. We reserve the right to support only certain types of mobile phones and mobile operating systems. If you are unable to connect to the Service for any reason, please contact us at (800) 205-5164.
4. **Your Login Credentials.** You will have one or more User IDs, passwords and/or other means of identification and authentication (collectively, “*Login Credentials*”) that will be needed to access the Service. You are responsible for keeping your Login Credentials secure and confidential. Never place your Login Credentials on or near your computer or mobile phone. For security reasons, we may disable your Login Credentials if they are entered incorrectly several times. We may act on any Service instruction that is accompanied by your Login Credentials. You agree not to disclose your Login Credentials to anyone.
5. **Account Balance and Transaction Information.** You can use the Service to obtain account balance and transaction information anytime of the day, seven days a week, except when the system is unavailable for maintenance or other reasons. Please note that the information provided may not include recent transactions and may include funds that are not subject to immediate withdrawal.
6. **SMS Messages.** By providing us with a mobile number and signing up for a Stash Banking Account, you are verifying that it is your mobile number and that you are providing prior written consent to receive occasional SMS messages to your mobile number for customer service and other transactional purposes. You understand and agree that you may receive these messages through the use of automated technology. To stop receiving messages from Green Dot Bank or Stash, reply STOP to any message. Message & Data Rates may apply.
7. **[Reserved.]**
8. **[Reserved.]**
9. **[Reserved.]**
10. **Mobile App Terms of Use.** Your use of the Stash mobile app is subject to Stash’s terms of use, which can be found at <https://www.stashinvest.com/termsfuse>.
11. **Disclaimer.** GREEN DOT BANK MAKES NO REPRESENTATION OR WARRANTY IN CONNECTION WITH THE SERVICE, STASH’S WEBSITE, STASH’S MOBILE APP, OR ANY, CONTENT OR ONLINE OR MOBILE SERVICES PROVIDED THEREIN (“*GREEN DOT BANK MATERIALS*”), ALL OF WHICH ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. GREEN DOT BANK HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO THE GREEN DOT BANK MATERIALS, AND ANY THIRD PARTY WEBSITE OR SERVICE. GREEN DOT BANK DOES NOT WARRANT THAT THE GREEN DOT BANK MATERIALS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE GREEN DOT BANK MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE

CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THE GREEN DOT BANK MATERIALS, OR THE SERVER(S) THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. GREEN DOT BANK DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE GREEN DOT BANK MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

Green Dot Bank will not be responsible for any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, terrorism, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond Green Dot Bank's reasonable control.

12. **Hours of Operation.** You can access account information through the Service 7 days a week, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system outages or maintenance. We assume no responsibility for any damage or delay that may result from such unavailability.
13. **Privacy.** Please see our [Privacy Policy](#) and Stash's Privacy Policy for information about how we each collect, use and disclose your information.
14. **Electronic Mail.** If you send us electronic mail ("*email*"), we may not receive or review it immediately. We will have a reasonable time to act upon any email request or notice, and reserve the right to reject any transaction or request received by email. For security reasons, you should not send us any email with your account or personal information in it. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.
15. **Discrepancies.** We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Service transfers or payments.

If a transfer or payment instruction identifies a payee or a bank by name and account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a different person or entity from what is indicated in the instruction. We have no obligation to identify and investigate discrepancies between names and numbers.

16. **Documentation.** We will make available to you a monthly deposit account statement unless there are no electronic fund transfers in a particular month. In any case, you will receive or have electronic access to a statement at least quarterly.
17. **Service Fees.** There are no fees for accessing information about your accounts or paying bills through the Service. We are not responsible for any fees that may be billed to you by your Internet service provider.
18. **Limitations.** We reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. We may permit you to exceed these limits from time to time at our sole discretion. Payments and transfers may only be made to and from accounts in the United States, and only in U.S. dollars. We also may deny or limit transactions for security reasons. We may refuse to permit a Service transaction at any time and without prior notice if we believe it may violate applicable law.
19. **How to Notify Us of a Problem.** If you have a question about a Service transaction, believe your Login Credentials or security question have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (800) 205-5164 or write to us at Stash Banking Account Member Care, P.O. Box 5100, Pasadena, CA

20. **Limitation on Time to Sue.** Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to the Service must be commenced no later than one year after the day the cause of action accrues.
21. **Indemnification.** Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our Service, or (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.
22. **Other Terms.** This Agreement incorporates, supplements and supersedes where inconsistent, the terms of your account agreement with us. Please see that agreement for other terms relating to this Service (e.g., waivers, governing law, and overdrafts). You agree to comply with the Terms and Conditions found at our web site, as well as any Service guidelines and instructions set forth at that site. Unless we agree otherwise in a writing that specifically refers to this Agreement, this Agreement, our web site terms and conditions, and your account agreement contain all of the terms of our agreement with you with respect to the Service. You agree that your download and use of the Mobile App is subject to Stash's Terms of Use for the Mobile App.
23. **Change in Terms.** We may add to, delete from, or change the terms of this Agreement at any time by sending a notice to any of you at the mail or email address shown in our records, by posting the notice or an amended Agreement on our web site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service.

Note: The Service may not be available at all times. We may make additional services or new features available from time to time.

24. **Termination.** We may terminate or suspend your access to all or part of the Service at any time, with or without cause. Any indemnification required by this Agreement shall survive its termination.