

# EVOLVE BANK & TRUST

## CUSTOMER ACCOUNT

### AGREEMENT

#### I. INTRODUCTION.

This document, as amended or supplemented by the attached disclosures (collectively, this "Agreement"), contains the general terms, conditions and disclosures for the Evolve Bank & Trust transaction account (the "Account") and constitutes an agreement between the Bank (as defined below) and you. For purpose of this Agreement, the term "Account" may also collectively include Sub-Deposit Accounts of such Account.

References to the "Bank," "we," "us," or "our" means Evolve Bank & Trust, our successors, affiliates, and assignees. References to "you" and "your" means you and any person that holds, whether individually, jointly or on behalf of another person, the Account. This Agreement may be supplemented or amended as set forth in Section V(D) (Changes in Terms). Bank services and access and use of your Account may be provided to you through the website and/or smart phone application of our service provider, Bilt Technologies, Inc. (the "Service Provider," and its website and smart phone application, the "Service Provider Platform"). The Service Provider or its affiliates may offer you additional services through its Service Provider Platform, pursuant and subject to the terms and conditions between you and the Service Provider (the "Services" and such terms and conditions, the "Service Provider Terms"), and such Services are not governed by this Agreement and not offered by Bank. Please see Section II (The Account) for additional information.

You agree to be bound by this Agreement, and all applicable agreements, disclosures, and other documents, as well as by all applicable federal or state laws, statutes and regulations. Please keep a copy of this Agreement.

We may decline to open an Account for any reason, or for no reason. We are not liable for any damages or liabilities resulting from refusal of an Account relationship.

**For the avoidance of doubt, the Account is a transaction bank account that can be used by you solely to make rent payments. For the avoidance of doubt, this is not an account that you may use to deposit or withdraw funds for any other purposes outside of rent payments. The Service Provider has full discretion over what constitutes a rent payment and reserves the right to reject any transaction that is does not deem to be a rent payment. Given the specific use case of this transaction bank account for rent payments, we may not allow certain services and features, such as deposits and withdrawals, that are detailed in this Agreement.**

**THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND A WAIVER OF CLASS ACTION AND JURY PROVISION. PLEASE CAREFULLY READ SECTION IV (ARBITRATION AND WAIVERS).**

#### II. How Do I Use My Account?

This Account is to be used solely to make rent payment in relation to your Bilt account. As part of this Account, you will receive a unique routing and account number that can be used by you to make your rent payment. You will enter your unique routing and account numbers into your online rent payment portal and submit your rent payment as an ACH and/or echeck. Upon the notification of the Service Provider that your unique routing and account numbers were used to pay rent, a corresponding charge will occur on the credit or debit card linked to your Bilt account for the same amount of the rent payment you submitted with this Account.

#### II. The Account.

**A. Availability.** The Account is available to United States citizens or lawful permanent residents with a U.S. physical address or with military addresses (APO or FPO) who are at least 18 years old with a valid Social Security Number or Tax Identification Number and who have an account with Service Provider. As part of maintaining an Account, you must provide any information we may request from time to time. Each owner of an Account shall have a continuing obligation to provide any other documentation we may request from time to time, including any information required under our customer identification program to establish your identity. There is no minimum balance to open or maintain an Account.

**B.Account Type and Ownership.** The Account is a transaction bank account that can be used by you solely to make rent payments. The Account details, including account number ("Credentials"), that you are provided are unique to you and are for the sole use of submitting a rent payment. You cannot give a security interest or pledge your Account to someone other than us.

### **C. Opening an Account.**

Important Information About Procedures for Opening a New Account

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

What this means for you: When you open an account, we will ask for your name, address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see other identifying documents, such as a driver's license, taxpayer identification number; passport number and country of issuance; alien identification card number; or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard. If, for any reason, you are unable to provide the information necessary to verify your identity, the Account may be blocked or closed, which may result in additional fees assessed to the Account.

By using the Account, you certify that all information you have provided to us, including, but not limited to, your name, mailing address and residential address (if different), social security number (or passport number and country of issuance) or other identification documentation, date of birth, telephone number and other information provided at our request, is true, accurate and complete. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Account. In addition, funds tied to suspected illicit or illegal activity may be subject to internal holds and investigation and potentially federal investigation. We reserve the right to restrict or delay your access to any such funds, subject to applicable law. We may share any of the information collected and any results of any investigation with the Service Provider. Please see our Privacy Policy for additional details.

**D. Service Providers.** You understand that we have engaged the Service Provider to perform a number of services for you under this Agreement, including, but not limited to, identity verification, compliance monitoring, risk mitigation, managing your Account and other services we may require. The Service Provider, along with its partners and agents, is the servicer of your Account. In that capacity, Service Provider may act on our behalf, perform our obligations and/or enforce our rights under this Agreement. Separate and apart from its role as our servicer, the Service Provider may also offer Services to you. You agree that you may only access the Account through the Service Provider.

Separate and apart from its role as our servicer, the Service Provider may also offer Services to you. We are neither responsible for the provisioning of such Services nor do we make any recommendations, representations, warranties or suggestions regarding such Services. To the fullest extent permitted by law, we will not have any liability in connection with the Services and disclaim all warranties, either express or implied or statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose and lack of viruses related to the Services. Subject to applicable law, in no event shall we be liable for any losses or damages related to your use of Services.

### **III. Using Your Account and Account Disclosures.**

**A. Acceptable Use of Account.** that the Account can be used by you solely to make rent payments. The Account details, including account number ("Credentials"), that you are provided are unique to you and are for the sole use of submitting a rent payment.

#### **B. Deposits, Withdrawals, and Payment Instructions.**

**Deposits.** When you make a deposit, we will act only as your collection agent and will not be responsible beyond the exercise of good faith and ordinary care. All deposits are provisionally credited subject to our receipt of final payment. If a deposit or transfer of funds into your Account is returned or rejected by the paying financial institution for any reason, you agree that we may deduct the amount of the deposit or transfer against your Account, without prior written notice to you.

**Withdrawals.** Subject to the terms of this Agreement, you may make withdrawals from your Account up to the available balance in your Account by any means that we make available to you. We may refuse a withdrawal request exceeding the available funds in your Account even if you make a deposit later in the business day after we refuse your withdrawal request. We may allow withdrawals at any time, but reserve the right to require seven (7) days written notice of intention to withdraw funds from your Account if your Account is a negotiable order of withdrawal (NOW) account. You are not permitted to make withdrawals from your Account by creating a check drawn on your Account. If you attempt to make any transactions with your Account using a credit, debit, gift or other type of card issued by a third party or another bank or by creating a check drawn on your Account (other than funding a rent payment using a third party credit or debit card linked to your Bilt account), we may reject and/or return the transaction without notice to you and may consider such action to be a violation by you of this Agreement. You may instruct us, through the Service Provider, to withdraw funds from your Account to make payment for your rent. Please see the subsection titled "Payment Instructions" for additional information.

**Payment Instructions.** You agree that any payment instructions received by us (such as requests to make a rent payment from the Account) will be deemed to be authorized by you, subject to applicable law. The use of any of your Credentials by another person will be as effective as your use of the Credentials, regardless of whether the person affixing the Credential was authorized by you and regardless of the means by which the Credential was affixed, subject to applicable law. You agree to keep confidential and to take all reasonable

precautions and make all reasonable efforts to protect the secrecy of all Credentials issued to you, selected by you, or utilized by you. If any of your Credentials become lost or known to another person, you agree to notify us immediately so that a replacement may be issued. We reserve the right, at any time, to refuse to follow any of your payment instructions.

We may refuse to follow any of your payment instructions if we think they are fraudulent, illegal or potentially harmful to us or any other person. If we follow your payment instructions, we may require other security measures to protect us from any losses we may suffer. To the greatest extent permitted by law, you agree to pay us back for any damages or losses (including, but not limited to, the reasonable costs of an attorney) that we suffer if we take an action based on your (or what appears to be your) oral, written or electronic instructions.

**C. Legal Processes and Claims Against you or your Account.** If we receive a levy, attachment, execution, garnishment, tax withholding order, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture or other similar order ("Legal Process") against you, any party to your Account, or against your Account, we may accept and comply with such Legal Process whether it was served to us in person, by mail, by facsimile, by email, or at one of our locations (other than where your Account, property or records are held). You direct us not to contest the Legal Process; provided, however, we are under no obligation to contest any Legal Process. Subject to any law or government authority prohibiting such disclosure, we may, but are not required to send notice to you of the Legal Process. We may refuse to permit withdrawals or transfers from your Account until the Legal Process is dismissed or satisfied. We may hold and turn over funds or other property to the court or creditor as directed by the Legal Process, subject to our right of set-off and security interest in the funds or other property. You are responsible for any losses, costs, or expenses we incur as a result of any Legal Process involving you, any party to your Account or your Account.

If we receive a claim against the funds in your Account, or if we know of or believe that there's a dispute as to the ownership or control of funds in your Account, we may, in our discretion: (1) place a hold on your Account and refuse to pay out any funds until we're satisfied that the dispute is settled; (2) close your Account and send the balance to the named account holder(s); (3) require a court order to act; or (4) take any other action we feel is necessary to protect us. We will not be liable to you for taking any such action.

We may charge your Account a fee for each Legal Process or claim involving you, any party to your Account or your Account. You agree to pay us for fees and expenses (including administrative expenses) that we incur in responding to any Legal Process or claim related to your Account, such as expenses for research and copying of documents. The fees and expenses may include attorneys' fees. We may deduct these fees and expenses from your Account or any account you have with us without prior notice to you.

We may produce or provide access to property, including documents, that are located in or at any of our locations or facilities or at any facility of a third party holding such property or documentation on our behalf, even if the facility or location is not subject to being searched per the Legal Process.

We have no liability to you if we accept and comply with a Legal Process as provided in this section or by law.

**D. Sub-Deposit Accounts.** We will, from time to time, place funds provided to us in a Sub-Deposit Account. You hereby direct Bank, as agent for you and at your written direction (as set forth herein), to open and maintain in Bank's Trust Department and/or with other financial institutions (each, an "Insured Depository Institution" and collectively, "Insured Depository Institutions") a deposit account or omnibus custody account (individually and collectively, "Sub-Deposit Account") in the name of Bank (for your benefit), and to deposit in the Sub-Deposit Account from time to time (at Bank's discretion) all or some moneys you may deliver to Bank from time to time for credit to the Account. The owner of the Sub-Deposit Account is Bank as agent and custodian for you and ownership will be evidenced by a book entry in records maintained by us. You authorize us to act as your agent with respect to establishing, maintaining and administering the Sub-Deposit Account, and you authorize us to take any action necessary to establish, maintain and administer the Sub-Deposit Account and to initiate transfers to and from your Sub-Deposit Account and Account as we may determine in our sole discretion. Bank, in its sole discretion, may divide the funds deposited into the Account into one or more separate Sub-Deposit Account to be managed by Bank. As your agent, Bank will determine the amount of funds to deposit in and withdraw from each Sub-Deposit Account, subject to the terms herein. You consent to the assets deposited in the Sub-Deposit Account with the Bank's Trust Department being considered trust assets of the Trust Department. No evidence of ownership related to the Sub-Account will be issued to you, and you will not receive any written confirmation of the establishment of the Sub-Deposit Account or transfer of funds to or from the Sub-Deposit Account. All deposits to your Sub-Deposit Account and withdrawals from the Sub-Deposit Account necessary to satisfy any debits to or withdrawals from your Account will be made by us, as your agent. The depositing of your funds into the Sub-Deposit Account will not increase your FDIC deposit insurance coverage. You authorize us to execute and deliver or file on your behalf all appropriate receipts, agreements, releases and other instruments, including whatever agreements may be required to establish and maintain the Sub-Deposit Account or to establish your ownership interest in the Sub-Deposit Account. Notwithstanding anything to the contrary, you acknowledge and agree that the funds deposited in your Account and transferred to the Sub-Deposit Account may be used by us and/or each Insured Depository Institution as a source of funding and for investment;

provided, however, we will only invest such funds in certain securities, equities and debt (e.g., U.S. Treasury Bills, U.S. or state issued or guaranteed securities, corporate bonds, mutual funds, exchange traded funds, etc.) or any other

investments or assets permitted by applicable law. For the avoidance of doubt and notwithstanding any other provision herein, Bank and each Insured Depository Institution intend to (and you authorize each such party to) use deposits in the Account and/or Sub-Deposit Account each such party holds to fund current and new businesses, including lending activities and investments, without benefit to you (and for their respective benefit). You acknowledge and agree that the Sub-Deposit Account and any investments made by us in connection with the Sub-Deposit Account will earn no interest or fees for you, and that we may collect any interest, investment returns and/or fees in connection with a Sub-Deposit Account or any investment contemplated herein for the exclusive benefit and account of Bank and/or Insured Depository Institutions (if applicable). However, the funds you deposit with us in your Account will be made available to you in accordance with this Agreement (and regardless of the performance of any of our loans or investments, subject to FDIC insurance limitations). You further acknowledge and agree the income that we and/or an Insured Depository Institution earn through our respective lending and investing activities may be greater than the interest earned by you pursuant to the Account Agreement (if any), that we and Insured Depository Institutions may also receive other financial benefits in connection with the funds in your Sub-Deposit Account. Our placement of funds in the Sub-Deposit Account may reflect considerations of federal and state law, our funding needs and funding needs of Insured Depository Institutions, general economic conditions or other factors determined by us in our sole discretion. We may place funds to enhance our business objectives and for balance sheet management purposes without any benefit to you. We are under no obligation to place your funds with an Insured Depository Institution. Subject to applicable law, your only rights with respect to the Sub-Deposit Account are to demand we repay you all amounts in your Account that were deposited with us, including those transferred to the Sub-Deposit Account from your Account. The Sub-Deposit Account may not be transferred to another institution, except by us or the Insured Depository Institution. You may terminate our role as your agent hereunder by providing us with thirty (30) days' prior written notice, such notice to be sent to 6070 Poplar Avenue, Suite 200, Memphis, Tennessee, 38119. Any termination will result in a return of funds in accordance with law and closing of your Account and any Sub-Deposit Account opened specifically for you. Each Sub-Deposit Account at each Insured Depository Institution constitutes an obligation of the Insured Depository Institution and is not directly or indirectly an obligation of Bank. You can obtain publicly available financial information concerning each Insured Depository Institution at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx) or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Arlington, VA 22226, or by phone at 1-877-275-3342. We do not guarantee in any way the financial condition of an Insured Depository Institution or the accuracy of any publicly available financial information concerning an Insured Depository Institution. We may provide your name, tax identification number and other pertinent identifying information to Insured Depository Institution, and other parties providing services in connection with the placement of your funds and the establishing and holding the Sub-Deposit Account. Although there are two or more accounts associated with your funds (the Account and the Sub-Deposit Account), your Account is treated as a single account for reporting deposits and withdrawals, as well as for tax reporting, balance requirement, service charge, and monthly statement (which will reflect the total balance in your Account and each Sub-Deposit Account, excluding any interest or amounts owed or belonging to us or any Insured Depository Institution). The existence of the Sub-Deposit Account will not change the manner in which you use, obtain information about or earn interest (if any) on your Account. Transfers to and from the Sub-Deposit Account will not appear on your monthly statement. We are responsible for the accuracy of your Account statements, not the Insured Depository Institutions.

**E. Interest and Interest Rate.** This Account is not an interest-bearing account

**F. Prohibitions.** You are not entitled to open an Account under this Agreement if you are a corporation, unincorporated business association, partnership, limited liability company, incorporated nonprofit organization, sole proprietorship or any other entity. We reserve the right to close your Account if we determine that it is used for any impermissible purpose, as we may determine from time to time. You may not use your Account for illegal gambling or any other illegal transaction or purpose. This prohibition includes any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You are responsible for determining the legality of each of your transactions in all applicable jurisdictions before entering into the transaction. We have no obligation to monitor, review or evaluate the legality of any transaction. Nevertheless, we may deny transactions or authorizations if we believe the transaction is or may be illegal. We reserve the right to refuse or return any item that we believe is related to an illegal transaction, an Internet or online gambling transaction or a high-risk transaction. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if the transaction is determined to be illegal or associated with an illegal activity. We reserve the right to cancel, close or restrict use of the Account, including by refusing the processing of any transaction, if we believe you have violated this Agreement or any applicable law.

**G. Account Fees; Fee Schedule.** There are no fees associated with your use of the Account.

**H. Negative Balance.** Each time you initiate a transaction using your Account, you authorize the Bank to reduce the funds available in your Account by the amount of the transaction and all associated fees. You are not allowed to exceed the available amount in your Account through an individual transaction or a series of transactions (creating a "negative balance"). If you have insufficient funds to pay any item related to your Account or any of your transactions or requested transfers or remittances, we may overdraw your Account to pay for such transaction. We do not charge a fee if we overdraw your Account. However, if we overdraw your Account to pay such transaction, you agree to immediately repay us the amount of the negative balance without

notice or demand from us. You agree that we

may apply any subsequent deposits to your Account and any funds that become available in your Account or any other account you have with us to pay your negative balance. We also reserve the right to bill you for any negative balance. If we pay transactions by overdrawing your Account on one or more occasions, we are not obligated to continue paying any future transactions for which the Account does not have sufficient funds to cover. For the avoidance of doubt, if any transaction causes the balance in your Account to go negative you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. We also reserve the right to terminate your Account if you create one or more negative balances. Additionally, if any transaction causes the balance in your Account to become negative: (a) we may exercise our right to collect the negative balance from you in accordance with this Agreement; (b) we may exercise any rights we have under applicable law; or (c) we may take debt collection measures, including, but not limited to, mandating a debt collection agency or attorneys to pursue the claim in court, and we reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.

**I. Death, Incapacity or Termination.** You agree to notify us immediately if you, through a representative, die or are declared legally incompetent. In the case of an individual Account, if we have reason to believe the Account owner has died or has been declared legally incompetent, we may place a hold on the Account to retain funds and refuse all transactions until we know and have verified the identity of the successor. Until we receive notice and any required proof of death or incapacitation, we may continue to accept deposits and process transactions to your Account. If you die while residing outside the United States, we may require a personal representative to be appointed by a court in a United States jurisdiction. Until we receive notice and any required proof of death or incompetence, we may act as if all owners are alive and competent. In the event we receive written notice from a personal representative, executor, administrator, conservator or guardian purporting to represent you or your estate, we shall be entitled to rely on all information supplied and representations made in such written notice to the full extent permitted by applicable law. If certain payments originating from government entities are deposited into your Account after your death, we may be required to return those payments to the originator upon notice. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff (our right to apply funds in one account to the debt associated with another account) or security interest rights against the funds credited to your balance after your death. You agree to hold us harmless for any actions we take based on our belief that you have died or become incapacitated, or any notices of death or incapacitation that we receive.

**J. Monitoring and Closing Your Account.** Subject to the terms herein, you can close your Account at any time and for any reason by contacting us or terminating the Account through the Service Provider Platform, if applicable. We reserve the right to refuse your request to close your Account if your Account is not in good standing or if you have a negative balance on your Account. If you intend to close your Account, you should notify us through the Service Provider Platform. Simply reducing your Account balance to \$0.00 is insufficient notice. If you close your Account you are responsible for transactions you initiated or authorized, including those that we receive after the Account is closed, subject to applicable law. Withdrawals from your Account may be restricted prior to Account closing.

We reserve the right to monitor all Account activity for inappropriate use. We may also suspend or close your Account at our discretion and for any reason with or without notice. This includes if we believe you are using your Account for fraudulent or illegal purposes or in violation of law or regulation, this Agreement, any other agreement you may have with us or Service Provider, or if you otherwise present undue risk to us or Service Provider. We are not responsible to you for any damages you may suffer as a result of the closure or suspension of your Account. If we close your Account, all collected funds (less any amounts due to us or for debits in process) will be transferred to your Linked Account. Alternatively, we may, at our discretion, mail you a check for the available balance in your Account. Written notice that the Account has been closed, to the extent required by law, and a check, if any, will be sent to any address shown on our records for you, or if the Account is a jointly owned, to any account owner to whom we elect to send it, or the email address we have on file for the Account. Once we have closed your Account, you agree that we can assess any service charge otherwise applicable against any remaining balance in your Account. We are not responsible to you for any damages you may suffer as a result of your Account being closed. If you attempt to make a deposit to an Account we closed, we may collect the deposit and set-off your indebtedness to us. The closure of your Account or termination of this Agreement does not impact any right or obligation that arose prior to closure or termination, or any right or obligation that, by its nature, should survive termination (including, but not limited to, any indemnification obligation by you, our limitations of liability, and any terms governing arbitration).

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



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

**N. Dormancy and Unclaimed Property.**

State laws (called "escheat" or unclaimed property laws) require us to close your Account and transfer your money to the state if your Account is dormant for a period of time as defined by your state of residence. State and federal law and our policy govern when your Account is considered dormant. Your Account is usually considered dormant if you have not accessed your Account, communicated to us about your Account or otherwise shown an interest in your Account within the period of time specified under applicable law. Each state has varying laws as to when an account is subject to escheatment and we may be required to send the balance in your Account to the state of your last known address or, if not in the U.S., the state in which we reside. We will make all reasonable efforts to contact you if required by applicable law before transferring the remaining balance of your Account to the applicable state. After we surrender the funds to the state, we have no further liability to you for those funds and you must apply to the appropriate state agency to reclaim your funds. You can avoid the transfer of your money to the state simply by signing into your Account, transacting periodically, or contacting us, or replying to any abandoned property correspondence. If your Account becomes dormant, you may no longer receive statements, but you can still view your accounts online.

**IV. Arbitration and Waivers.**

THIS ARBITRATION PROVISION WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED.

PLEASE READ THIS SECTION IV (ARBITRATION AND WAIVERS) CAREFULLY. For a dispute subject to arbitration, neither you nor we will have the right to: (A) have a court or a jury decide the dispute; (B) engage in information-gathering (discovery) to the same extent as in court; (C) participate in a class action in court or in class arbitration; or (D) join or consolidate a claim with claims of any other persons. Arbitration procedures are simpler and more limited than rules applicable in court.

**A. Definitions.** If you have a dispute with us or our Service Provider, and we are not able to resolve the dispute informally, you and we agree that upon demand by either you or us, the dispute will be resolved through the arbitration process as set forth in this section. A "claim" or "dispute," as used in this Section IV (Arbitration and Waivers), is any unresolved disagreement between you, us and/or our Service Provider, arising from or relating in any way to the Account or this Agreement. The terms "claim" and "dispute" are to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any disagreement relating in any way to your Account or any additional account, joint accountholder; services offered in connection with an Account or any other services offered pursuant to this Agreement; to your use of any of our banking products or services; to any means you may use to access your Account(s); to any advertisements, promotions or oral or written statements related to the Account; to the benefits and services related to an Account; or your approval, establishment or enrollment for an Account. Claims also include disagreements about the meaning, application or enforceability of this arbitration agreement. As solely used in this Section IV (Arbitration and Waivers), "we" or "us" shall include the Bank, its affiliates and their successors, employees, directors, officers and agents. In addition, "we" or "us" shall include Service Provider, any third party, their respective subsidiaries, affiliates, licensees, predecessors, successors, and assigns using or providing any product, service or benefit in connection with this Agreement or any Account if, and only if, such third party is named as a co-party with us (or files a claim with or against us) in connection with a claim asserted by you. The terms "you" or "yours" shall mean each Account owner or cardholder and all persons or entities approved to have, approved to use and/or given access to an Account, including but not limited to all persons or entities contractually obligated under this Agreement and all joint accountholder and any additional cardholders. The term "Account," for purposes of arbitration, includes any updated or substitute account for you related to the Account or any other account contemplated by this Agreement.

**B. Binding Arbitration and Appeals.** If either party elects arbitration, that claim shall be arbitrated on an individual basis. Arbitration applies whenever there is a claim between you and us. The arbitrator's authority to resolve claims or make awards is limited to claims between you and us alone. If a third party is also involved in a claim between you and us, then the claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. Furthermore, claims brought by you against us or by us against you may not be joined or consolidated with claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. Claims are subject to arbitration, regardless of on what theory they are based, whether they seek legal or equitable remedies, or whether

they are common law or statutory (Federal or state) claims. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future.

Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act (Title 9 of the United States Code) ("FAA"). However, if the amount of the claim exceeds \$25,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$25,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum. The panel shall reconsider anew all factual and legal issues, following the same rules of procedure and decide by majority vote. Reference in this Section IV (Arbitration and Waivers) to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken.

**C. Initiation of Arbitration.** Any claim must be resolved, upon the election by you or us, by arbitration pursuant to this Section IV (Arbitration and Waivers) and the code of procedures of the national arbitration organization to which the claim is referred in effect at the time the claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. For a copy of the procedures, to file a claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

In the event that JAMS or the AAA is unable to handle the dispute for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties pursuant to the AAA rules of procedure; or, if the parties cannot agree, selected by a court in accordance with the FAA. To the extent that there is any variance between the selected forum's rules and this Section IV (Arbitration and Waivers), this Section IV (Arbitration and Waivers) shall control.

If you initiate the arbitration, you must notify us in writing at 6070 Poplar Avenue, Suite 200, Memphis, Tennessee, 38119. If we initiate the arbitration, we will notify you in writing at your last known address in our file.

**D. Class Action and Jury Waiver.** NEITHER YOU NOR WE (I) HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, (II) SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION, (III) HAVE THE RIGHT TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION, (IV) HAVE THE RIGHT TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, UNLESS THOSE PERSONS ARE BENEFICIARIES ON YOUR ACCOUNT; OR (V) ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). THIS IS SO WHETHER OR NOT THE CLAIM HAS BEEN ASSIGNED. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY NOT BE AVAILABLE IN ARBITRATION.

**E. Location of Arbitration and Cost.** Any arbitration shall take place in Memphis, Tennessee, unless the parties agree to a different location in writing. The party initiating the arbitration (or appeal of the first arbitration award) shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. All fees and costs will be allocated in accordance with the rules of the arbitration forum. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but the arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by this Agreement, the forum's rules, or applicable law.

**F. Arbitration Procedures:** This Section IV (Arbitration and Waivers) is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Section shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, as set forth in Section IV(B) (Arbitration and Waivers).

**G. Governing Law.** You and we agree that in our relationship arising from this Agreement: (1) the parties are participating in transactions involving interstate commerce; (2) the arbitrator shall decide any dispute regarding the enforceability of this

arbitration agreement; and (3) this arbitration agreement and any resulting arbitration are governed by the provisions of the FAA, and, to the extent any provision of that act is inapplicable, the laws of the State of Tennessee. The arbitrator must apply applicable substantive law consistent

with the FAA and applicable statutes of limitations and claims of privilege recognized at law. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

**H. Continuation and Severability.** This Section IV (Arbitration and Waivers) shall survive termination of your Account, any voluntary payment of any debt owed to us and paid in full by you, any legal proceeding by us to collect a debt owed by you, and/or any bankruptcy by you or us. If any portion of this Section IV (Arbitration and Waivers) of this Arbitration Section is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Section IV (Arbitration and Waivers), this Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

## **V. Miscellaneous Terms.**

**A. Ordinary Care; No Fiduciary Obligation.** You agree that any act or omission made by us in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in the State of Tennessee, or any rule or regulation of the State of Tennessee or a federal agency having jurisdiction over the Bank, shall constitute ordinary care. Unless otherwise specified or required by law, we do not assume any fiduciary obligation on your behalf. Unless required by law, this means that we do not act as your trustee or financial advisor, and we don't assume any responsibility for your account beyond reasonable care.

### **B. Governing Law, Forum and Time Limits.**

i. All Accounts are opened at the Tennessee branch office of the Bank. All actions relating to your Account, including this Agreement, will be governed by the laws and regulations of the United States and the State of Tennessee (to the extent that laws of the State of Tennessee are not preempted by Federal law). Federal and the laws of the State of Tennessee shall be applied without giving effect to principles of conflicts of law.

ii. To the extent any dispute arising under this Agreement or relating in any way to your Account or your relationship with us is not arbitrated, you consent to the jurisdiction of, and agree that such dispute will be resolved by the Federal or state court located in Shelby County, Tennessee.

iii. Subject to applicable law, you must file any lawsuit (to the extent permitted by this Agreement) or arbitration against us within one (1) year after the claim arises, unless Federal law or the laws of the State of Tennessee or an applicable agreement requires a longer time. This limit is in addition to limits on notice as a condition to making a claim. If applicable law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as one (1) year, you agree to the shortest permitted time under Tennessee law. Any action against us must be brought within the period that the applicable law requires us to preserve records, unless applicable law or this agreement provides a shorter limitation period.

**C. Reporting Information.** We may report information about your Account to consumer reporting agencies, governmental agencies, and/or third-party data services. Defaults on your Account may be reflected in your consumer report.

**D. Changes in Terms.** The terms and conditions of this Agreement, including any fees, and features of your Account may be amended or revised at any time by posting a revised version at [www.biltrewards.com](http://www.biltrewards.com), and any such revisions or changes shall be effective upon posting. We will give you advance notice if we are required by applicable law. We may provide such notice to you with your statement, electronically, or by mail. Any notice we provide to you will be binding and sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service. We may change or terminate this Agreement without notice at our discretion or to comply with any appropriate federal or state law or regulation. Subject to the terms of this Agreement, you may determine to cease use of or close your Account if you do not agree with any change or revision to this Agreement prior to the effective date of such revision. Any continued use of your Account is presumed your acceptance of and agreement to be bound by revisions to this Agreement.

**E. Security Interest.** You grant us a security interest in your Account to secure payment of any money that you owe to us arising under this Agreement or any other agreements with us. You acknowledge and grant us the right to use any of the funds in your Account to cover any money you owe to us (a "right of set-off"). We have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. This means that we can take any funds in your Account or any other account you have with us to pay any debt or liability you owe us. We may exercise our security interest or right of set-off without prior recourse to other sources of repayment or collateral, if any, and even if such action causes you to lose interest, incur any penalty or suffer any other consequence. If we exercise our security interest or right to set-off, we will notify you to the extent required by applicable law. If the law imposes conditions or limits on our ability to take or set off funds in your Account, to the extent that you may do so by contract, you waive those conditions and limits, and you authorize us to apply funds as we deem applicable. We may also exercise these rights against any Account beneficiary. These rights exist no matter who contributed the funds to the Account. We will consider your consent to this

Agreement as your consent for us asserting our security interest or exercising our right of set-off should any laws governing your Account require your consent.

**F. No Waiver of Rights.** If we fail to exercise or waive a right with respect to your Account on one or more occasions, it does not mean we have waived, or are obligated to waive, the same right on any other occasion. We may release any other person obligated under this Agreement without affecting your responsibilities under this Agreement. In any event, no such waiver or delay by us is effective unless it is in writing and approved by us.

**G. Assignment.** Your Account is not transferable and is not assignable as collateral for a loan or for any other purpose. The Bank may transfer or assign its rights under this Agreement, including transferring or assigning your Account without your consent and without notice, unless required by applicable law.

**H. Other Services and Conflicts.** If you and Bank have entered into any other agreement related to additional bank services offered in connection with your Account ("Other Agreement"), this Agreement and the Other Agreement shall be read together as if one agreement. If any term of such Other Agreement conflicts with any term of this Agreement, this Agreement shall control. If any statement that is made by one of our employees, our affiliates' employees, or by Servicer or Servicer's employees or affiliates, conflicts with this Agreement, the terms of this Agreement shall govern.

**I. Privacy Policy.** You authorize us to share information about you and your Account with our affiliates, the Service Provider and third parties, unless applicable law or our Privacy Policy prohibits us from doing so. Please see our Privacy Notice for your choices about information sharing.

**J. Severability.** In the event that any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected thereby. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders unenforceable any provision hereof, and to the extent that such waiver is not permitted by applicable law, the parties intend that such provision be interpreted as modified to the minimum extent necessary to render such provision enforceable.

**K. Limitation of Liability, Disclaimer of Warranty, Indemnification and Reimbursements.**

i. **Limitation of Liability.** EXCEPT AS REQUIRED BY LAW, WE ARE NOT LIABLE FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM OUR FAILURE TO ACT, OR ANY DELAY BEYOND TIME LIMITS PRESCRIBED BY LAW OR PERMITTED BY THIS AGREEMENT IF SUCH FAILURE OR DELAY IS CAUSED BY MAINTENANCE OR INTERRUPTION OR MALFUNCTION OF EQUIPMENT OR COMMUNICATION FACILITIES, UNUSUAL TRANSACTION VOLUME, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, GOVERNMENT ACTION, ACTS OF WAR, TERRORISM OR CIVIL STRIFE, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF BANK. EXCEPT AS REQUIRED BY LAW, OUR LIABILITY TO YOU FOR A CLAIM IS LIMITED TO THE FACE VALUE OF THE ITEM OR TRANSACTION, OR THE ACTUAL VALUE OF ANY FUNDS NOT PROPERLY CREDITED OR DEBITED. IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE DAMAGES OR DAMAGES OF ANY KIND EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS REQUIRED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE SHALL ONLY BE RESPONSIBLE AND LIABLE FOR OUR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT. WE SHALL NOT BE LIABLE TO ANY THIRD PARTY OR FOR ANY ACT OR OMISSION OF YOURS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES USED BY US IN EXECUTING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR PERFORMING A RELATED ACT AND NO SUCH THIRD PARTY SHALL BE DEEMED TO BE OUR AGENT. ALL BANK SERVICES AND ACCOUNT FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THE BANK'S SERVICES OR ACCOUNT FEATURES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. IN ADDITION, EXCEPT AS REQUIRED BY LAW, WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY SERVICES OR FEATURES OF THE SERVICE PROVIDER PLATFORM OR SERVICES ANY OTHER PRODUCTS PROVIDED TO YOU BY SERVICE PROVIDER. WE ARE ALSO NOT LIABLE FOR ANY UNAUTHORIZED ACCESS OF YOUR INFORMATION OR DATA BY A THIRD PARTY DUE TO YOUR USE OF THIRD-PARTY COMMUNICATION CHANNELS NOT OFFERED BY US. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND LACK OF VIRUSES RELATED TO THE SERVICES AND/OR PRODUCTS OF SERVICE PROVIDER AND/OR THE SERVICE PROVIDER PLATFORM.

YOU AGREE THAT THE AMOUNT OF ANY CLAIM YOU HAVE AGAINST US IN CONNECTION WITH ANY ACCOUNT OR TRANSACTION WITH US, WHETHER BROUGHT AS A WARRANTY, NEGLIGENCE, WRONGFUL DISHONOR OR OTHER

ACTION, IS SUBJECT TO REDUCTION TO THE EXTENT THAT: 1) NEGLIGENCE OR FAILURE TO USE REASONABLE CARE ON YOUR PART, OR ON THE PARTY OF ANY OF YOUR AGENTS OR

EMPLOYEES, CONTRIBUTED TO THE LOSS WHICH IS THE BASIS OF YOUR CLAIM AND 2) DAMAGES COULD NOT BE AVOIDED BY OUR USE OF ORDINARY CARE.

ANY LOSS RECOVERY YOU OBTAIN FROM THIRD PARTIES ON A PARTICULAR CLAIM WILL REDUCE THE AMOUNT OF ANY OBLIGATIONS WE MAY HAVE TO YOU ON THAT CLAIM AND YOU WILL IMMEDIATELY NOTIFY US OF ANY SUCH RECOVERY. YOU AGREE TO PURSUE ALL RIGHTS YOU MAY HAVE UNDER ANY INSURANCE POLICY YOU MAINTAIN IN CONNECTION WITH ANY LOSS AND TO PROVIDE US INFORMATION REGARDING COVERAGE. OUR LIABILITY WILL BE REDUCED BY THE AMOUNT OF ANY INSURANCE PROCEEDS YOU RECEIVE OR ARE ENTITLED TO RECEIVE IN CONNECTION WITH THE LOSS. IF WE REIMBURSE YOU FOR A LOSS COVERED BY INSURANCE, YOU AGREE TO ASSIGN US YOUR RIGHTS UNDER THE INSURANCE TO THE EXTENT OF YOUR REIMBURSEMENT.

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

iii. **Reimbursement for Losses.** If we take any action to collect debt incurred by you or other amounts you owe us under these Agreement or defend ourselves in a lawsuit brought by you where we are the prevailing party, you agree to reimburse us for our losses, including, without limitation, reasonable attorneys' fees, to the extent permitted by applicable law. We may charge your Account for our losses without prior notice to you. This section does not, in any case, reduce our liability to you as described in Section VII (Electronic Fund Transfers Disclosure).

**L. Liability for Service Interruptions.** From time to time, due to maintenance, malfunctions or failures of software, equipment, or telecommunications devices, as well as unusual transaction volume or similar reasons, access to your Account may not be available to you. Access to your Account may also be interrupted as a result of things beyond our reasonable control, computer failures, loss of power, failure or interruption of communication or transportation facilities, riots, strikes, or civil unrest. You agree that we shall not be responsible for any loss, damages, costs or expenses that you may suffer or incur, directly or indirectly, as a result of the unavailability of access to your Account, regardless of whether it could be shown that we could have prevented or reduced the duration of such unavailability by taking any action within our reasonable control. We shall also not be responsible for any loss, damages, costs or expenses which you may suffer or incur, directly or indirectly, as a result of your inability to access your Account caused directly or indirectly, in whole or in part, by your computer or mobile device, your inability to establish a connection to or to access the Internet, or other limitations or constraints of the Internet. The provisions set forth in this section shall apply in addition to any other provisions in this Agreement but as applied to service interruptions for access to your Account, this section shall control.

**M. Section Headings and Successors.** The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Agreement. This Agreement will be binding on your personal representatives, executors, administrators, and successors.

**N. Change of Address or any Application Information.** You must notify us through the Service Provider Platform of any change of address, email address or phone number or any material change to information you provided us in your application to open an Account. Any notice we provide to you will be binding and sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service or if a company in the business of providing correct addresses informs us that the address in our records no longer matches your address.

**O. Communications.** You acknowledge that data, including emails, may be accessed by unauthorized third parties when communicated between you and the Bank, using the Internet, telephone, or other electronic devices. We are not responsible for any misdirected data or disclosures that occur as a result of your use of third-party electronic communication channels.

**P. Survival.** Termination of this Agreement shall not impact any right or obligation arising prior to termination, and in any event, the parties agree that any right or obligation which, by its nature, should survive termination of this Agreement will survive any such termination (including, but not limited to Sections IV (Arbitration and Waivers) and V (Miscellaneous Terms) of this Agreement).

## **VI. Electronic Fund Transfers Disclosure.**

Your Account may allow you to withdraw funds up to the available balance or make deposits through electronic fund transfers ("EFTs"). EFTs are transactions that are processed by electronic means and include, among others, ACH transfers, transactions and ATM withdrawals. This Section VII (Electronic Fund Transfers Disclosure) provides you with information and



important disclosures and terms about the EFTs that are permitted on your Account. You may also receive additional services from Service Provider through the Service

Provider Platform that allow you to initiate EFTs to and from your Account that are not described in this Agreement. You will be provided separate agreements and disclosures applicable to those services from Service Provider.

**A. Supported EFTs.** The EFTs that we may support are listed below. EFT available to you will depend on the EFTs supported by the Service Provider Platform and all the below listed EFT services may not be available to you.

- i. Online fund transfers using your Account routing and account number, if available. Transfers may only be made to pay your rent.

We do not charge for EFTs, but we may add charges at any time by providing you with prior notice if required by law.

**B. Transfer Limitations.** All EFTs are subject to limits. The Account may be limited based on fraud risk and security of the Account. All limits are designed to be flexible in order to protect the security and integrity of the service and accounts, including the Account, as well as you and all other users of the service. These limitations may be based on confidential fraud and risk criteria that are essential to our management of risk and the protection of you and the integrity of the service and all Accounts and may be modified at our sole discretion without advance notice. By way of example, the Account is subject to the following limits of \$25,000. These limits are subject to change based on fraud risk and security of the Account.

**C. Preauthorized Credits.** Preauthorized credits are not permitted for your Account.

**D. Periodic Statements.** You will get a monthly Account statement, unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

**E. Terminal Transfers.** You may not use your Account or Credentials to make any transfer to or from your Account using one of our automated teller machines or point-of-sale terminals.

**F. Liability for Failure to Make EFTs.** If we do not complete a transfer to or from your Account on time or in the correct Amount according to our agreement with you, we will be liable for damages or losses proximately caused by our failure. All such damages and losses for a failure to make a transfer will have to be actual proven damages. However, there are some exceptions, and we will not be liable for any damages or losses if, for example: (1) there are insufficient funds in your Account to complete the transaction through no fault of ours; (2) the funds in your Account are not yet available for use or withdrawal; (3) the ATM where you are making the transfer does not have enough cash; (4) the ATM, system, equipment or terminal involved in the transfer is not working properly and you know about the improper functioning at the time you started the transaction; (5) the funds in your Account are subject to a Legal Process or other encumbrance restricting the transfer; (6) the circumstances preventing the transfer or the failure of the transfer is beyond our control (e.g., power outage, an Act of God, fire, natural disaster) even after we have taken reasonable precautions; or (7) the Account is inactive or dormant or has been revoked due to inactivity or at our discretion. There may be additional exceptions stated in our agreement with you or permitted by law.

**G. Liability for Unauthorized Transfers.**

Tell us AT ONCE if you believe your Credentials have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Account. You could lose all the money in your Account. If you tell us within two (2) business days after you learn of the loss or theft of your Credentials, you can lose no more than \$50 if someone used your Credentials without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Credentials, and we can prove we could have stopped someone from using your Credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you or first became available via electronic means, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. We can extend these time periods if extenuating circumstances (such as a long trip or hospital stay) kept you from notifying us.

**H. Business Days.** For purposes of these disclosures, our business days are (Monday through Friday) (Monday through Saturday) (any day including Saturdays and Sundays). Holidays are (not) included.

**I. Confidentiality.** We will disclose information to third parties about your Account, the transfers you make: (1) where it is necessary for completing transfers or transactions; (2) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; (4) if you give us your written permission; (5) to our and the Bank's employees, auditors, affiliates, service providers, or attorneys as need; (6) in order to collect Fees or funds you may owe us; (7) as otherwise provided by the Privacy Policy; and (8) to verify your identity and determine if we

should open an Account for you or using services provided to us by third parties.

Please refer to our Privacy Policy at [www.getevolved.com](http://www.getevolved.com) for more information about our commitment to you, your privacy rights and who we share data and information with. Services offered by Service Provider, including the Service Provider Platform, are also subject to Service Provider's Privacy Policy available at <https://legal.biltrewards.com/policies>. Please carefully review Service Provider's Privacy Policy for more information about Service Provider's commitment to you, your privacy rights and who Service Provider shares data and information with.

#### **J. Preauthorized Payments.**

i. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 844-822-2458, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (We may charge you for each stop-payment order you give, in accordance with our Fee Schedule.)

ii. Notice of varying amounts. If these regular payments 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.)

iii. Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. To the extent permitted by law, our liability for losses or damages may be limited to actual damages that you have sustained if the failure to stop payment was due to a bona fide error.

**K. Error Resolution.** In Case of Errors or Questions About Your Electronic Transfers write us at 31 Bond Street, Floor 6, New York, NY, 10012; or email us at [support@biltrewards.com](mailto:support@biltrewards.com) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

You must provide us with the following information: (1) tell us your name and account number (if any); (2) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and (3) tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (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 ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (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. If we credit your Account with funds while investigating an error, you must repay those funds to us if we conclude that no error has occurred..

#### **VII. Deposit Availability Disclosure.**

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

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

law.

**B. Deposits.** Any transaction that you conduct on Saturday, Sunday, a federal holiday, or other days on which we are closed will be handled the following business day. If we receive a deposit before 4:00 PM MT on a business day, we will consider that business day to be the day of your deposit. However, if we receive a deposit after 4:00 PM MT or on a non-business day, we will consider the deposit as having been made the next business day. Deposits may only be made by EFT, which includes direct deposits and ATM Transfers.

**C. Availability of ACH Transfer and EFT Deposits.** Funds via electronic fund transfer that you initiate through another bank will generally be available on the next business day after the day the electronic fund transfer is deemed to be received by us. Even after we have made funds available to you and you have withdrawn the funds, you remain responsible if any deposit to your Account is returned, rejected, or otherwise uncollected by the Bank.