

Choice Financial Group Consumer Deposit Account Agreement

Last Modified: March 7, 2025

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU APPLY FOR A DEPOSIT ACCOUNT TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. SECTION 8 OF THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

This agreement (the “**Agreement**”) contains the terms and conditions between you, Mercury Financial Technologies, Inc. (“**Mercury**”), and CHOICE FINANCIAL GROUP, an FDIC insured bank chartered under the laws of the State of North Dakota with a principal place of business of 4501 23rd Ave. S., Fargo ND 58104 (“**Banking Provider**”) providing your Mercury Consumer Deposit Account (your “**Deposit Account**”, or “**Account**”).

The terms “**You**” and “**your**” mean you and the users authorized by you (“**Authorized Users**”) to use the Deposit Account. The terms “**we**,” “**us**,” and “**our**” mean Banking Provider and our successors, affiliates, assignees, and third- party service providers. The term “**business days**” refers to Monday through Friday, excluding federal holidays.

Mercury is not a bank and your Deposit Account is established and maintained exclusively by Banking Provider. Mercury and Banking Provider have entered into an agreement in which Mercury agrees to provide certain technology services to Banking Provider, including the Mercury website (“**Site**”) and Mercury mobile app (“**Mobile App**”).

Mercury is responsible for facilitating communication between you and us. Mercury is not your agent, and Mercury has no obligations to you except those set forth in this agreement. Unless otherwise expressly stated in this agreement, Mercury has no authority to represent or act on behalf of Banking Provider in any way.

BY OPENING A DEPOSIT ACCOUNT, YOU AGREE TO EXCLUSIVELY USE THE SERVICES AND TECHNOLOGY OFFERED BY MERCURY TO BANKING PROVIDER TO INSTRUCT BANKING PROVIDER WITH RESPECT TO YOUR DEPOSIT ACCOUNT.

If the agreement between Mercury and Banking Provider is terminated, you may maintain your Deposit Account on any such terms and conditions as may be imposed by Banking Provider.

You may not necessarily use other services offered by Banking Provider that are not available through the Site. You agree that Mercury may collect and use information about you (“**Personal Information**”) and that Mercury may retain your Personal Information even if you close your Deposit Account.

This agreement is supplemented by the Banking Provider Agreements, the Mercury Terms of Use, the Mercury Privacy Policy, and all other applicable agreements between you, Banking Provider, and Mercury. In the event of any conflict between this agreement and the Mercury Terms of Use, this agreement will govern and control.

We may change the terms of this agreement at any time by posting a revised version to the Site or in your Account, or by emailing it to you. You consent to receive all communications from us electronically as described in this agreement. Continuing to use the Deposit Account after you receive the revised agreement means you accept the new terms.

Capitalized terms not defined in this agreement have the meaning provided in the Mercury Terms of Use.

By applying for and using the Deposit Account, you are signifying that you have read, understood, and agree to comply with all the terms and conditions in this agreement, and that you agree to let us use your Information in accordance with the Mercury Privacy Policy and Banking Provider's privacy policy (the "**Program Privacy Policies**")

Preventing Financial Crimes. Federal law requires us to help the government fight the funding of terrorism and money laundering activity by obtaining, verifying, and recording personal information that identifies you before you open a Deposit Account with us. You are responsible for notifying us of any changes to the information you provided to us. Notice should be made as soon as practicable upon a change to your information in a form and manner acceptable to us. We will use the information you provided when you opened your Deposit Account and the results of any identity verification procedures to determine whether to open a Deposit Account for you.

TRUTH IN SAVINGS DISCLOSURES*

Initial Deposit and Balance	There is no initial deposit or minimum balance required to open this Deposit Account or obtain the annual percentage yield disclosed herein. You may deposit any amount after you open the Deposit Account.
Interest Rate	0.001%
Annual Percentage Yield	0.001%
Frequency and Determination of Rate Changes	This is a variable rate account. We may, at our discretion, change the interest rate and APY for your Deposit Account at any time, including daily, and there are no limitations on the degree of such change. The interest rate is dependent on factors such as the current Federal Funds Rate and will be adjusted commensurately with changes to the relevant factors.
Compounding and Crediting Frequency	Interest is compounded daily and credited to your Deposit Account each month.
Accrual of Interest and Balance Computation	Interest begins to accrue no later than the business day the deposit is applied to your Deposit Account. Interest will be compounded daily and credited to your Deposit Account on a monthly basis. Account interest is calculated using the daily balance calculation method. This method applies a daily periodic rate to the principal balance in the Deposit Account each day. There are no minimum or maximum balance restrictions on your Deposit Account.
Forfeit of Uncredited Interest	If you withdraw funds from your Deposit Account after interest has accrued but before it is credited to your Deposit Account, you may forfeit that interest, and it may not be credited to your Deposit Account.
Mercury Platform Fee	To open a Deposit Account, you will be charged an annual Subscription Fee of \$240 for access to its technology platform, including banking services provided to you by the Banking Provider ("Subscription Fee"). The Subscription Fee will be withdrawn from your Account at account opening and each year thereafter on the account opening anniversary date.

Transaction Limits	The Transaction Limits for your Deposit Account are set forth in Section 2
Additional Fees**	Mercury and Banking Provider may charge you fees in connection with your Deposit Account. A full listing of fees applicable to your Deposit Account can be found [please confirm].

*All fees listed in this Truth in Savings Disclosures schedule will be withdrawn from your Deposit Account and will be assessed as long as there is a remaining balance in your Deposit Account, except where prohibited by law. Any time your remaining balance is less than the fee amount being assessed, the balance of your Deposit Account will be applied to the fee amount, resulting in a zero balance on your Deposit Account.

** If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by individual ATM operators only and is not assessed by us. This ATM fee amount will be charged to your Deposit Account. Mercury will reimburse you for all third-party ATM fees charged to your Account by crediting the respective amount to your Account within three (3) business days. If you choose to convert an international transaction to U.S. dollars at either an ATM or on a purchase, foreign currency commissions and fees included in the exchange rate charged by third parties are excluded from Mercury ATM reimbursements. If for any reason the refund is not processed, please contact us.

1. YOUR DEPOSIT ACCOUNT

A. Deposit Account and Eligibility. The Deposit Account is an interest-bearing online demand deposit account used to hold your deposits and permits you to make payments and transfers to and from the Deposit Account. You may access your Deposit Account via the Site or the Mobile App. Use of your Debit Card ("**Card**") is governed by the Mercury Consumer Debit Cardholder Agreement ("**Cardholder Agreement**"), and the Cardholder Agreement is also a part of this agreement. You may not apply for or access your Deposit Account or any of the banking services unless your Mercury Account is in good standing. To open a Deposit Account, you must be at least 18 years of age, have a U.S. physical address, and have a valid Social Security number. The Deposit Account is a consumer account, which may not be used for business purposes, and is only available to individuals who will use the Deposit Account for personal, family or household purposes. Consumer accounts are those established by any individual and operated on a personal, family or household basis. This agreement and the relationship between you and Banking Provider is that of debtor and creditor, and neither Banking Provider nor Mercury owes any fiduciary duty to you.

B. Account Management and Security. Only you and your Authorized Users may access and use your Deposit Account. Except as set forth in this Agreement or in accordance with applicable law, you are solely responsible for any actions or failure to act on the part of Authorized Users, and for all activity that occurs within your Deposit Account. We reserve the right to require separate written authorization, in a form acceptable to us, telling us who is authorized to act on your behalf, and to reject any Authorized Agents appointed by you in our sole discretion. You must keep your Deposit Account password secure. We encourage you to use "strong" passwords to protect your Deposit Account. For recommendations on what constitutes a strong password, check the National Institute of Standards and Technology (NIST).

C. Joint Accounts. You may designate your account as a joint account. A joint account is a multi-party account that is payable on request to one or more of the owners of the account. Any owner on a joint account has complete control over all of the funds in the account. We may act on instructions from any owner (or an owner's authorized representative) without obtaining any other owner's consent. Each

joint owner is jointly and severally liable for all charges to the account. Each joint owner authorizes us to exercise its right of setoff on the entire joint account even though only one of the joint owners is the debtor. Notice provided by the Bank to any one joint owner shall be deemed notice to all joint owners. You may not use a joint account for a partnership, joint venture, other organization for a business purpose; nor as an agent or trustee for a corporation, association, or civic organization; nor as a fiduciary for a trust account controlled by the terms of a trust instrument. In a joint account, an account owner may be removed from an account only by the agreement of all account owners, including the account owner seeking to be removed. We treat joint owners as joint tenants with right of survivorship. This means that at the death of one owner, the ownership of the account passes to the surviving owner(s). The right of survivorship of joint account owners may not be altered by will.

D. Errors and Disputes. If you think your account statement or receipt is wrong or if you need more information about a transaction listed on it, please telephone us at (415) 878 - 1068 or email help@mercury.com, as soon as you can. In your email, you must include: (i) your name and account number; (ii) a description of the error and the dollar amount involved or the transfer you are unsure about; (iii) a clear explanation as to why you believe it is an error or why you need more information; and (iv) approximately when the error took place. If you need more information about our error resolution process, email help@mercury.com. We must hear from you no later than sixty (60) days after we provided the FIRST statement on which the problem or error appeared.

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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Deposit Account within ten (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 compliance or question in writing and we do not receive it within ten (10) business days, we may not credit your Deposit Account.

For errors involving new Deposit Accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Deposit 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 (3) 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 you would like to request copies of the documents on which we rely during our investigation, or have further questions, please telephone us at (415) 878 - 1068 or email us at help@mercury.com.

E. Prohibited Uses; Suspicious Activity.

You may not use your Deposit Account for any illegal transactions or purposes. It is your responsibility to determine the legality of each of your transactions in all applicable jurisdictions before entering into the transaction, and we have no obligation to monitor, review or evaluate the legality of transactions in your Deposit Account. Pursuant to the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, we are prohibited from processing any transaction or transmittal involving credit, funds, instruments, or proceeds in connection with the participation of another person in unlawful internet gambling. You may not use your Deposit Account for unlawful online gambling transactions or other illegal activity. 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 you authorized, even if the transaction is determined to be illegal. We may freeze or place a hold on the balance in your Deposit Account if we suspect any irregular, unauthorized, or unlawful activity pending an investigation of such activity. If our investigation confirms our suspicions of irregular, unauthorized, or unlawful activity then we may immediately close your Deposit Account, and any or all other accounts you hold with us, if necessary, to comply with applicable law or for security reasons. We may also freeze, block, or close your Deposit Account to comply with regulations issued by the United States Department of Treasury's Office of Foreign Assets Control ("**OFAC**").

2. DEPOSITS AND WITHDRAWALS.

A. Deposits. You can make deposits to your Deposit Account using any of these methods:

Transaction Type
Direct deposits or ACH Transfers initiated from an outside financial institution
Wires initiated from an outside financial institution
ACH Transfers (debit) initiated from Us or Linked Bank Accounts
Deposits using an external debit or credit card from an outside financial institution

Internal Transfers
Remote Deposit Capture (RDC)

B. Linking External Bank Accounts. You may link an account with us or an external account at a third-party financial institution (each, a "**Linked Account**") for online transfers via ACH between your Linked Account and your Deposit Account by (i) logging into your financial institution through the Site or Mobile App; or (ii) providing the account and routing details for the external account and verifying the two (2) micro deposits we send to your external account the next business day. We may also verify your control of the Linked Account by requiring you to submit proof of ownership of the external account(s).

All Linked Accounts must be with financial institutions in the United States. We may decline the use of any Linked Account that we believe presents a risk to you or us. By linking your Linked Account to your Deposit Account, and by subsequently logging into your Linked Account through the Site or Mobile App, you authorize us to view your Linked Account routing details, authentication details, balance, transaction history, email information, and other related information made available by the provider of your Linked Account.

The Program Privacy Policies apply to our use of your Linked Account information. When adding a Linked Account, you promise that you have the right to access, use and authorize us to use the Linked Account for information and funds transfer purposes. If any of your Linked Accounts has a joint account holder, you promise that the joint account holder has consented for you to represent both you and them, and to use the Linked Account with the Mercury service. If you do not have such consent, you should not use that Linked Account and we will terminate your use of the linking service if we are notified of such a situation. If you close any of your Linked Accounts, you are responsible for removing it as an account eligible for the linking service to avoid any transaction failure and possible charges related to a failed transaction. We are not responsible for any modification, interruption, or discontinuance of any Linked Account by such financial institution, service provider or any acts or omissions by the external financial institution or other provider of any Linked Account.

C. Remote Deposit Capture (“RDC”). You may make deposits by using the Mobile App by taking pictures of the front and back of valid checks (“**Remote Deposit Capture**” or “**RDC**”). Checks you submit to us for deposit must be endorsed by you along with any conditions we specify from time to time, and must accurately and legibly provide all the information on the front and back of the check. When we accept a check image from you via the Mobile App, we do not guarantee that the image contains no errors, and we are not responsible for the content of the image or any of the information you transmit to us through the Mobile App.

We may process the deposit by preparing a substitute check or by clearing the check as an image. We reserve the right to accept or reject any check you submit to us, and we do not guarantee that the check will be deposited to your Deposit Account.

Any amounts we credit to your Deposit Account using RDC is a provisional credit only, and you are liable to us for recovery of any amount credited to you in the event of non-payment, collection costs, attorneys’ fees, and any other losses, expenses, or other costs we incur that result from attempting to obtain payment on unpaid checks you deposit remotely.

We are also not responsible for any late fees, non sufficient fund fees, or any other costs if your check is rejected or if it fails to clear after we receive it. We will notify you if your check fails to clear, and we will debit your Deposit Account in the amount of any provisional credit to your Deposit Account. Funds associated with remote deposit will be available to you in accordance with the terms of Section 3.

You are responsible for safeguarding both your mobile device against unauthorized deposits and the original copies of checks you submit for deposit, and you will notify us immediately of any lost or stolen original checks.

We cannot guarantee that the RDC service will be available for use. Your mobile phone provider or other third parties may charge you a fee for transmitting data during an RDC transaction.

You may only scan and deposit checks, as that term is defined in Federal Reserve Regulation CC . You agree that the image of the check transmitted to us will be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in New York.

D. No Deposits in Cash, Paper Checks or Foreign Currency. Banking Provider will only accept funds deposited electronically through the Site or the Mobile App. We are not liable for any deposits, including cash, lost in the mail, lost in transit, or that we have not received. We do not accept deposits in cash, personal checks, cashier’s checks, money orders or in foreign currency. If we receive any of those instruments by mail, we will attempt to return it to the address we have for you on file.

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

F. Right to Reject Any Deposit. We may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only. We are under no obligation to accept any item, wire,

electronic funds transfer, or other transaction for deposit to your Deposit Account or for collection, and we may refuse to cash or give value for any such item. We may restrict access to any deposit credited to your Deposit Account that violates any laws of the United States, including those giving rise to OFAC sanctions. Unless we specifically permit you to do so, you may not deposit any substitute check that has not been previously handled by a bank in the collection process. This means you cannot deposit a substitute check you create, or one that is created by another person, unless we enter into an agreement to do so. Nevertheless, if we receive a substitute check from you for deposit, you will be responsible for any losses you or another person suffers relating to that substitute check.

G. Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

H. Withdrawals. You can make withdrawals from your Deposit Account using any of these methods:

<u>Transaction Type</u>	<u>Dollar Amounts/Per Day*</u>
ACH Transfers (credit) to an external financial Institution initiated by Us or a Linked Account	\$10,000
Wires	\$0
Bill Pay Checks	\$0
Card Payments	\$10,000

* The limits included here are the lowest limits allowed for transactions; however, we may allow you to transact higher volumes than these limits, we may categorically restrict Transaction Types on a case-by- case basis, and we may also lower your limits at the time you attempt to initiate a transaction, in our sole discretion. You can check your withdrawal limits at any time by emailing us at help@mercury.com.

I. Wires.

This agreement is subject to Article 4A of the Uniform Commercial Code, as adopted in the state of New York. By initiating a wire transfer or entering a standing wire transfer instruction through your Account, you authorize us to wire funds from your Deposit Account according to your instructions. If there is more than one Authorized User for your Deposit Account, we may accept and rely on wire transfer requests from any Authorized User, and we will not be liable for acting upon any such instructions that we believe in good

faith to be genuine.

We may rely on all identifying numbers (e.g., account and routing numbers) you provide to originate a wire, including the number even if it identifies a financial institution, person or account other than the one named. We will process the request based solely on the information you provide to us and expressly disclaim any obligation to review any such request for errors or inconsistent or duplicative information. It is your obligation to verify the information you provide to us, including, but not limited to, the identity and relationship of the receiving party, account number, and routing number. We are not responsible for any loss or damage you incur from your request for a funds transfer containing erroneous information.

We may request additional information from you to verify wire transfers, including the purpose of the transfer, the wire transfer recipient ("**Recipient**") or other transactions initiated through your Deposit Account. We may refuse to act upon any instruction that we cannot verify as accurate and authorized by you, or by an Authorized User, in accordance with such security procedures as we may impose from time to time. You agree to be bound by any wire transfer instruction, whether or not authorized, that is issued in your name and accepted by us.

You may not amend or cancel a wire transfer order after we receive it. In certain circumstances, we may take reasonable measures to amend or cancel the wire transfer order on your request, but we will not be liable to you if the wire transfer order is not amended or cancelled. You will reimburse us for any costs, losses, claims, or damages arising from any request from you to amend or cancel a payment order.

Funds transfers, and deposits to your Deposit Account sufficient to fund the wire transfer must be cleared and the funds must be available on the date of the proposed transfer or your wire may be delayed. In addition, wire transfers initiated by you after the transfer window provided in your Mercury Account will be queued and processed on the following business day. Wire cut-off times are available [here](#). Wire transfers within the U.S. are generally received by the destination bank on the same day the wire is initiated. However, we cannot guarantee that the destination bank will post the wired funds for same-day credit. We may be unable to send wire transfers to some countries. Please confirm that the country of your payment recipient is a supported destination prior to placing a wire transfer order. Unless otherwise required by law, we are not obligated to provide separate notifications for incoming or outgoing wire transfers. All wire transfers will be reflected in your periodic account statements.

J. Bill Pay via Check. If your Deposit Account has been open for a minimum of thirty (30) days, you may make bill payments via check to third parties ("Bill Pay via Check"). To initiate a bill payment using Bill Pay via Check, you must provide the name and mailing address of each individual or company you wish to pay. You must provide information sufficient to properly direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. You may not make a payment of alimony, child-support, taxes, or other governmental fees or court-directed payments via Bill Pay via Check. We may impose a dollar amount limit on payments via Bill Pay via Check and will notify you in the event such a limit is put in place. Loan payments made via Bill Pay via Check, other than the amounts due, cannot be designated as principal, interest or payoff.

Once a payment is authorized, the payment amount will be immediately deducted from your Deposit Account. Payments made using Bill Pay via Check take the form of a paper check and are sent to the payee using standard

U.S. mail. Please allow three to nine (3-9) business days for delivery of the check. You may send payments only to addresses located within the fifty (50) states of the U.S. Bill Pay via Check payments are processed daily by 9 a.m. Pacific Time. Check payments initiated after this time will be processed the next business day. We reserve the right to refuse to process payments to any individual or company. If we refuse to make a payment, we will notify you on or before the next business day.

1. Returned or Refused Checks. Checks may be refused or returned by the individual or company to whom the payment was issued. The determination to accept this method of payment is at the discretion of the recipient. The U.S. Postal Service may also return payments in cases of expired or invalid addresses. If the check payment is returned for any reason, the payment will be voided and the full amount credited to your Deposit Account the next business day.

2. Uncashed Checks. If your check has not been presented for payment within fifteen (15) days, we may investigate the status of the check. If the payee cannot be reached, or the payment is to an individual and the check has not been presented for payment within ninety (90) days after the date the funds are withdrawn from your Deposit Account, we may place a stop payment order on the check and refund your Deposit Account.

3. Canceling a Check Payment. You may attempt to cancel a single check payment as long as it has not been presented for payment by logging into the site or the Mobile App or by emailing Mercury at help@mercury.com. Funds from any successfully canceled check will be credited to your Deposit Account on the next available business day.

4. Checks Issued by a Third-Party. We do not support the issuance of personal checks to access funds in your Deposit Account. We reserve the right to refuse to make payments initiated via a check printed by a third- party service provider and not via the Bill Pay via Checks services provided herein.

5. Stale or Post-Dated Checks. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

6. Verifying Funds Availability for Checks. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

7. Your Responsibility for Back of Checks. All negotiable paper checks presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

3. GENERAL FUNDS AVAILABILITY.

We make funds available according to the type of deposit and when the funds are applied or credited to your Deposit Account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your Deposit Account, you may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers or payments, check payments or, if available, transactions using your Card during the hold period. We have the right to refuse any deposit. If final payment is not received on any item you have deposited into your Deposit Account, or if any ACH transfer is returned to us for any reason, you will pay us the amount of the returned item. The length of the delay in the availability of funds will vary depending on the type of deposit. The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your Deposit Account.

Deposits received after the cut-off times provided in your Deposit Account or on the Site or Mobile App a day Banking Provider is not open will be processed the following business day that Banking Provider is open. Funds received from preauthorized electronic payments will be available on the day the deposit is applied to your Deposit Account. ACH credits received from an external bank account will be applied to the Deposit Account when we have verified the external account and received payment on collected funds. Once the funds are applied to the Deposit Account, they will have same day availability.

Electronic transfer deposits into the Deposit Account initiated through the Site or the Mobile App may take up to five (5) business days from the date of the initial request but will post on the payment date of the deposit once the money has reached us. In some circumstances, a longer hold period may apply before funds deposited by check are available in your Deposit Account. For example, a longer delay may apply in the following cases: (i) we believe a deposited check will not be paid; (ii) you deposit one or more checks totaling \$5,000 or more in one day; (iii) you redeposit a check that has been previously returned unpaid; (iv) your Deposit Account had a negative balance anytime in the previous six (6) months; or (v) we experience an emergency, such as a failure of communication or computer delays. We will notify you if we delay your availability to withdraw funds and we will tell you when the funds will be available for withdrawal no later than the seventh business day after the day of your deposit.

Checks deposited through the RDC service are not subject to the funds availability requirements of Regulation CC. Checks deposited using the RDC service will generally be made available in your Deposit Account no later than six

(6) business days after the day you made the deposit. In some cases, we may not make the funds available if we have reasonable cause to doubt collectability of the check, or for any other reason. The length of the delay will be counted in business days from the day of your deposit. If your deposit is declined, we will notify you by the first business day after the day we receive your deposit.

We reserve the right to change the limits on the amount(s) or number of deposits that you transmit using RDC and may modify these limits from time to time.

4. ELECTRONIC FUNDS TRANSFER DISCLOSURES.

A. General. This Section 4 (Electronic Funds Transfers Disclosures) includes provisions that apply to electronic fund transfers to or from consumer Accounts only. These transfers are governed by Regulation E, which implements the federal Electronic Fund Transfer Act. These provisions do not apply to any fund transfer (including a wire transfer) that is a remittance transfer as defined in Regulation E, Subpart B. Remittance transfers are transfers sent outside of the U.S. that are initiated by consumers primarily for personal, family or household purposes and are governed by federal law that may provide certain rights and obligations that differ from the rights and obligations that apply to other types of payment orders.

B. ACH Payments. Capitalized terms used in this Section 4 that are not otherwise defined have the meanings assigned in the National Automated Clearing House Association (“**NACHA**”) rules (“**NACHA Rules**”). By initiating ACH transactions, you specifically adopt and makes to us all representations and warranties of an Originator under the NACHA Rules, including that you will not initiate Entries in violation of the NACHA Rules or applicable law. You acknowledge that you have access to a copy of the Rules, available at <http://www.nacha.org/rules>, which are incorporated by reference into this agreement. We may suspend or terminate your ability to make ACH payments if you fail to comply with the NACHA Rules, including disputes or unauthorized transactions arising from your use of the ACH network. We reserve the right to audit your compliance with the NACHA Rules and the ACH-related terms of this Agreement.

B. ACH Processing. You may only submit ACH Entries through the Site or Mobile App and you authorize us to honor, accept, execute, and initiate any ACH transactions that you request using the Site

or Mobile App, subject to the security procedures hosted at <https://www.mercury.com/legal/terms>, and as otherwise communicated to you specifically. You agree to comply with Section 1(B) of this Agreement and the security procedures for using the Site or Mobile App in connection with initiating ACH transactions and you acknowledge that such security procedures are acceptable and a commercially reasonable method of providing security against unauthorized Entries. We reserve the right to change the procedures by which you make debits and credits from time to time as we deem reasonable or necessary to provide the ACH payment services to you, or to conform with changes in NACHA Rules or other events beyond our control that affect the manner in which we provide the ACH payment services to you.

You agree you will only initiate Entries for Standard Entry Class (“**SEC**”) Codes that have been specifically approved by us in this Agreement or otherwise in writing. We may restrict or amend these approved SEC Codes from time to time in writing. The following are the only SEC Codes that may be originated from your account: Internet Initiated/Mobile Entry (WEB), Prearranged Payment and Deposit (PPD), and Customer Initiated Entry (CIE). You shall have no right to cancel, reverse, or amend any Entry after we receive it. However, we may use reasonable efforts to act in accordance with your request for cancellation, reversal, or amendment of any Entry or File prior to transmitting it to the ACH Operator, provided such request complies with the security procedures and other requirements, but we shall have no liability if such cancellation, reversal, or amendment is not effected. Your request must include the reason for the cancellation, reversal, or amendment. You agree to indemnify us in connection with any such request and you will reimburse us for any expenses, losses, or damages that we incur in effecting or attempting to effect the cancellation, reversal, or amendment request.

C. Authorizations. You will fulfill the obligations of an Originator for all Entries we submit on your behalf. You represent and warrant that you have obtained authorization from each Receiver to initiate a credit or debit transaction to or from their account over the ACH network and will provide a copy of such authorization on request. You agree to maintain records of: (i) information provided to us or Mercury in connection with any Entry for a period of six (6) years after the date of submission, and (ii) each authorization provided by a Receiver while the authorization is in effect and for two (2) years from the termination or revocation of such authorization. You will provide us copies of such records upon **request**.

D. Types of Electronic Fund Transfers Available. You may:

1. Withdraw cash from your Deposit Account, subject to the established limitations on your withdrawals and transfers.
2. Make deposits to your Deposit Account.
3. Transfer funds between your Deposit Account and your other accounts with us, if applicable.
4. Pay for purchases at places that have agreed to accept the Card or Deposit Account number.
5. Pay bills directly from your Deposit Account, subject to the transaction limitations set forth in this Agreement or as otherwise agreed between you and us.
6. Arrange with another party to electronically deposit funds to your Deposit Account.
7. Direct that funds be transferred from your Deposit Account to other external accounts you own using the transfer option in the Mobile App or Site.
8. Use the Card to make purchases at merchants that accept the Card or to obtain cash at ATMs.

E. Limitations on Transfers, Amounts, and Frequency of Transactions.

1. You may make cash withdrawals and POS purchases, not to exceed the transaction limitations set forth in this Agreement or as otherwise agreed between you and us.

2. If your Deposit Account is closed, blocked, or suspended for any reason, you will not be able to transact using your Card (including at an ATM) or other features of your Deposit Account.

F. Right to Receive Documentation of Electronic Fund Transfers

1. Statements. You will get a monthly account statement.

2. Direct Deposits or Automated Credits. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, telephone us at (415) 878 - 1068, to find out whether or not the deposit has been made.

3. Terminal Transfers. You may get a receipt at the time you make any transaction at an ATM or a POS payment terminal. If there is a conflict between the receipt and our records, our records will be deemed to be correct.

G. Right to Stop Payment of Preauthorized Transfers and Procedures.

1. You may stop or cancel stop a one-time or reoccurring preauthorized ACH transfer that transfer through the Site or the Mobile App. If you are unable to cancel or stop the payment via the Site or Mobile App, please contact us by either telephoning us at (415) 878 - 1068, emailing us at help@mercury.com or writing us at 333 Bush Street, Suite 1900 San Francisco, CA 94104 to request cancellation of the transfer. To stop a recurring transfer that you have authorized a third party to debit, please email that third party to request the cancellation of the recurring payment. If the third party is unable or unwilling to stop the transfer, please contact us by telephoning us at (415) 878 - 1068, emailing us at help@mercury.com or writing us at 333 Bush Street, Suite 1900 San Francisco, CA 94104 to request a stop on the payment. You agree to provide a copy of the third-party request email, if requested by us.

2. If you wish to stop a recurring transfer, we must receive your request to stop the transfer at least three (3) business days before the transfer is scheduled to occur. You should specify whether you wish to stop one recurring payment or all recurring payments. You must specify the name of the payee, the dollar amount of the payment and the date of the payment. We will only be liable for your losses or damages if you requested the stop payment at least three (3) business days before the transfer was scheduled to occur and we did not stop the payment. In the case of an authorized third-party debit transfer, if the written stop payment notification is not received at least fourteen (14) days before the transfer was scheduled to occur, the payment in question will be honored as originally authorized and future payments will not be permanently stopped. In such cases, we will not be liable if we do not refuse payment.

If these regular payments may vary in amount, the payee 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. Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Card or Account number has been lost or stolen, or if you believe that an electronic fund transfer has been without your permission using information from your Card or Account. Telephoning us at (415) 878 – 1068 is the best way of keeping your possible losses down. You may also write us at 333 Bush Street, Suite 1900 San Francisco, CA 94104. 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 Card or Account number, you can lose no more than \$50 if someone used your Card or Account number without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or Account number, and we can prove we could have stopped someone from using your Card or Account number without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by Card, code or other means, tell us at once. For procedures on reporting statement errors, see Section 1(E) labeled “*Errors and Disputes*”, above. If you do not tell us within sixty (60) days after the statement was made available to you, 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. If a good reason (such as a long trip or a hospital stay) keeps you from telling us, we will extend the time periods. If your Card or Account number has been lost or stolen, we may close your Account to keep losses down and send you a replacement Account number.

I. Our Liability for Failure to Complete Transactions. If we do not complete a transfer to or from your Account on time or in the correct amount according to this agreement with you; we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If through no fault of ours, you do not have enough money in your Account to make the transfer;
2. If the automated teller machine where you are making the transfer does not have enough cash;
3. If the ATM or system was not working properly and you knew about the breakdown when you started the transfer;
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
5. If a merchant refuses to accept your Account number; or
6. Any other exception stated in any of our agreements with you.

J. No Warranty Regarding Goods or Services as Applicable. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Deposit Account.

K. Member Services.

For member service assistance or additional information regarding your Deposit Account, please

contact: Mercury Technologies, Inc.

help@mercury.com

333 Bush Street, Suite 1900
San Francisco, CA 94104

Customer Service Line: (415) 878 - 1068

Customer Service agents are available to answer your calls:

Monday through Friday, 7:30 a.m. to 5:30 p.m. PT.

L. ACH Funds Availability. Under NACHA Rules, funds transfers sent through the ACH system are provisional and may be revoked for a period of time. If an ACH transfer is revoked and we do not receive final settlement, we may charge your Deposit Account for any amount we previously credited to you. You acknowledge that we have the right to review the volume and character of the Entries you initiate to evaluate the credit risk associated with processing Entries on your behalf. We also have the right to reject any Entry if we have attempted but are unable to verify the authenticity of the Entry data, if you have failed to comply with your payment obligations or Deposit Account balance obligations, if you have failed to satisfy any of your obligations under this agreement or under the Mercury Terms of Use. We will notify you of a rejection no later than the second business day after the Entry would otherwise have been

transmitted by us, but we will have no liability to you by reason of the rejection of any Entry or the fact that such notice is not given at an earlier time. If an Entry is rejected for any reason, it is your responsibility to correct the Entry prior to resubmitting it.

If an Entry (or a request for cancellation or amendment of an Entry) received by us purports to have been transmitted or authorized by you, it will be deemed effective as your Entry and you will be obligated to pay us the amount of such Entry even though the Entry was not authorized by you, provided we accepted the Entry in good faith and acted in compliance with the security procedures with respect to such Entry. If an Entry received by us was transmitted or authorized by you, you will be obligated to pay the amount of the Entry, whether or not we complied with the security procedure and whether or not that Entry was erroneous in any respect or that error would have been detected if we had complied with such procedure.

M. Processing Order. The balance of available funds in your Deposit Account must be sufficient at all times to cover your ACH Entries. You must pay us in immediately available funds for the amount of any rejected Entries and for the amount of any returned debit Entries, or any adjustment Entries accepted by us that we have previously credited to your Deposit Account. Such amounts will be immediately due and payable by you to us. Your obligation to pay us remains immediately due and payable whether or not the rejected, returned or adjustment Entry was processed in accordance with any requirement of the NACHA Rules applicable to any party other than us and notwithstanding whether we or you may have a claim against another ACH participant for breach of the NACHA rules or other applicable law. We are not required to send a separate notice of debit Entries that are returned unpaid. Please see your Deposit Account for the posting order of items clearing your Deposit Account. The processing order of these items is important because if there is not enough money in your Deposit Account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft attempt on your Deposit Account which may result in non-sufficient fund fees or an increase in the amount of fees. By opening a Deposit Account pursuant to this Agreement, you are consenting to our authorizing and paying non-sufficient fund fees on your ATM and Card transactions.

We may hold any or all funds in your Deposit Account if we reasonably determine that there are inconsistent instructions regarding an Entry or regarding settlement or claims on the Deposit Account (including, without limitation, any claim by a judgment creditor, levy or other legal process, or proceeding in bankruptcy). We may interplead any or all funds, freeze or hold funds, prevent withdrawals or transfers, or otherwise act to prevent or reduce loss or risk to us, and (in addition to any other remedy we may have) you will reimburse us for any costs associated with the same.

N. International ACH. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

O. Receiving Entries. We will accept payments on your behalf to your Deposit Account transmitted through the ACH network, which are not subject to the Electronic Funds Transfer Act, and your rights and obligations with respect to such payments will be construed in accordance with, and governed by, laws of the state of New York as provided by the NACHA Rules.

P. Our Liability. Without limiting the Limitation on Liability provisions in Section 5 and the Mercury Terms of Use, we will be excused from failing to transmit or delay in transmitting an Entry if such transmittal would violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. or foreign governmental regulatory authority, and we will not be responsible for the acts or omissions of any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (as such terms are defined in the NACHA Rules), or for any return of an Entry by such Receiver or Receiving Depository Financial Institutions, none of whom is deemed our agent for this purpose.

You will reimburse us for any fines or penalties (and any associated costs, including reasonable attorneys' fees and costs) imposed on, or assessed against, us by NACHA, any Federal Reserve Bank, any ACH Operator) as such term is defined in the NACHA Rules), any state or federal regulatory agency or other U.S. or foreign governmental body, or any clearinghouse or other third party having oversight or rulemaking authority over ACH transactions, when the fine, penalty or other expense is caused by, or related to, your Entries or your use of the ACH Services. Such amounts are immediately due and payable by you to us. Your obligation to pay us remains immediately due and payable whether or not the fine or penalty was imposed or assessed in accordance with any requirement of the NACHA Rules or any laws applicable to any party other than us and notwithstanding either of us may have a claim against another ACH participant for breach of the NACHA Rules or other applicable law.

5. LIMITATION OF LIABILITY; INDEMNIFICATION; SET OFF.

Q. LIMITATION OF LIABILITY. BANKING PROVIDER AND MERCURY ARE NOT LIABLE TO YOU FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, PUTATIVE, OR EXEMPLARY DAMAGES, LOST PROFITS, OR LOST REVENUES; WHETHER OR NOT BANKING PROVIDER OR MERCURY WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE MAXIMUM LIABILITY OF BANKING PROVIDER AND MERCURY TO YOU UNDER THIS AGREEMENT IS LIMITED TO \$1000.00. THIS LIMITATION APPLIES REGARDLESS OF THE LEGAL THEORY ON WHICH YOUR CLAIM IS BASED.

A. Indemnification. You agree to defend, indemnify and hold harmless Mercury and Banking Provider, and their respective subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, and our third-party service providers, from and against any and all claims brought against us by any third party for damages, obligations, losses, liabilities, costs or debt, attorneys' fees, and expenses arising out of, related to, or resulting from: (a) your use of and access to the Deposit Account, (b) your violation of any term of this agreement; (c) your violation of any applicable law, rule or regulation; (d) your intentional misconduct; or (e) any other party's access and use of the Deposit Account authorized by you.

B. Right to Set Off. If your Deposit Account balance becomes and remains negative, we can use the funds in any of your other accounts with us to repay the negative balance in your Deposit Account without any further notice to or demand on you. Moreover, we have the right to set-off any liability, direct or contingent, past, present or future that you owe us against any other funds or property that are, now or in the future, carried or held in or through your Deposit Account or are otherwise in our possession or control against any amounts we owe you to obtain payment from you. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to us, now or in the future. The security interest granted by this agreement is consensual and is in addition to our right of set-off.

6. TERMINATION. We may each terminate this agreement unilaterally at any time upon notice. You may terminate this agreement upon written notice to us, which we will honor within three (3) business days plus any additional time required to settle pending transactions you have authorized. To close your Deposit Account and terminate this agreement, please email help@mercury.com.

We have the right to close your Deposit Account and terminate this agreement at anytime, and we have no obligation to provide the Deposit Account services to you, either initially or after you open your Deposit Account. Termination of this agreement by you will not affect any of our rights or your obligations arising under this agreement prior to termination.

If your Deposit Account is canceled, closed or terminated for any reason, you may request the balance to be returned to you. If we close your Account, you will be sent notice, in accordance with applicable law, which will include information and instructions on how to receive any remaining Deposit Account balance

in the notice. Unless you are notified otherwise, upon termination, we may return any remaining funds in the Deposit Account in a check mailed to the address on file associated with the Deposit Account or to any Linked Account we reasonably believe to be owned by you. If the remaining funds are not collected by you within thirty (30) days of issuance, you agree that we may cancel and attempt to otherwise transmit the funds to you via other methods authorized by you prior to Termination, or via other means of delivery at our discretion.

7. GENERAL TERMS.

- A. Legal Processes Affecting Accounts.** If Banking Provider or Mercury are served with a subpoena, government agency request for information, restraining order, writ of attachment or execution, levy, garnishment, search warrant, forfeiture or similar order or legal process relating to your Deposit Account (termed “legal action” in this section), regardless of the jurisdiction of the issuing authority, Banking Provider and Mercury may rely on the representations made in the legal action and comply with the legal action, regardless of the jurisdiction of the issuing authority or the location of the Banking Provider at which the legal action is received.

In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Deposit Account or in any way restricted access to your funds in accordance with the legal action. If you believe your funds are exempt from legal action, or otherwise should not be subject to legal action (for example, if you own funds and the legal action applies to another joint owner, you believe the court, garnish or, or levying authority lacks jurisdiction over you or the property, or you believe the garnishment or levy names the wrong party as garnishee), you agree that it is your responsibility to raise any defense to the legal action against the party who originated the legal action, and you agree that we have no obligation to do so.

Any fees or expenses Banking Provider or Mercury incur in responding to any legal action (including, without limitation, attorneys’ fees and our internal expenses) may be charged against your Deposit Account. Unless expressly prohibited by law, we will charge your account a fee for each legal action received, regardless of whether the action is subsequently revoked, vacated or released.

- B. Abandoned or Inactive Accounts.** Your Deposit Account is usually considered abandoned if you have not made a deposit or withdrawal, or signed in to your Deposit Account, for a specified period of time. We are required by the unclaimed property laws to turn over accounts considered abandoned to the applicable state. Before we turn over an abandoned account, we may send a notice to you by e-mail or the address we show for the account statement. Unless prohibited by law, we may charge to your Deposit Account our applicable fees, costs and expenses of any notice, payment and turnover of the remaining balance of your Deposit Account to the applicable state. You agree that we are relieved of all responsibility if your Deposit Account balance is escheated (that is, turned over to the state) in accordance with state law.
- C. FDIC Insurance.** For any deposit accounts you open, the FDIC requires Banking Provider to disclose, and you hereby acknowledge, that deposits held by Banking Provider are insured up to \$250,000 federal deposit insurance limit, per depositor for each insurable capacity. Please note that deposits in accounts with Banking Provider opened through Mercury may not be separately insured from any other deposit accounts you may have with Banking Provider.
- D. Customer Service.** For customer service or additional information regarding your Deposit Account, please email Mercury at help@mercury.com.
- E. Confidentiality; Call Recording.** Banking Provider and Mercury may share information regarding your Deposit Account, and your transaction activity as necessary to provide customer service, your Deposit Account, and investigate and act on claims on the Deposit Account in accordance with applicable law and the Program Privacy Policies. Banking Provider and Mercury may monitor and/or record telephone calls between you and us to assure the quality of our customer service or

as required by applicable law. We may disclose information to third parties about your Account or the transfers you make:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your Account for a third party, such as a merchant;
3. In order to comply with government agency, court order, or other legal or administrative reporting requirements;
4. In order to investigate or enforce violations of this Deposit Agreement;
5. In connection with suspected or actual illegal activity, or to prevent physical harm, as detected on your application, communications with us, or your Deposit Accounts;
6. If you consent by giving us your written permission;
7. To our employees, auditors, affiliates, service providers, or attorneys as needed;
8. Otherwise as necessary to fulfill our obligations under this Agreement; or
9. As otherwise set forth in the Program Privacy Policies.

F. Assignment. You may not assign or transfer the Deposit Account and your obligations under this agreement to another person or company. Banking Provider and Mercury may transfer or assign any or all of their interest and rights under this agreement.

G. No Waiver. If you or we excuse each other from complying with any part of this agreement, this will not waive compliance by the excused party on any other occasion, notwithstanding the number of previous excusals or their duration. A party may not rely justifiably upon another's past forbearance to vary present or future rights, obligations or performance under this agreement.

H. Entire Agreement; Severability. This agreement, together with any amendments and any additional agreements you may enter into with Banking Provider or Mercury in connection with the Services, constitute the entire agreement between you, Banking Provider and Mercury concerning your Deposit Account. If any provision of this agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this agreement, which will remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver in Sections 8(H) and 8(I), the entire arbitration agreement will be unenforceable. If any provision of this agreement is determined to be invalid, illegal or unenforceable for any reason, that provision will not invalidate or render unenforceable any other provision of this agreement.

I. Governing Law and Jurisdiction. Except to the extent governed by federal law, this agreement will be governed by the laws of the state of New York and will apply without respect to the internal principles of conflicts of laws. You agree that: (i) the Deposit Account is being provided to you solely in the state of New York; and (ii) your use of the Deposit Account will be deemed to be a passive relationship that does not give rise to personal jurisdiction over Banking Provider or Mercury, either specific or general, in a jurisdiction other than New York. The parties acknowledge that this agreement evidences a transaction involving interstate commerce.

You agree to submit to the personal jurisdiction of the federal and state courts located in Cass County, North Dakota or via videoconference for any actions for which Banking Provider and Mercury retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below,

including any provisional relief required to prevent irreparable harm. Subject to Section 8(A), you agree that the federal or state courts located in Cass County, North Dakota is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the Arbitration provision below is found to be unenforceable.

8. ARBITRATION; CLASS ACTION WAIVER; JURY TRIAL WAIVER.

A. ARBITRATION. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM MERCURY AND BANKING PROVIDER.

This Arbitration Provision sets forth the circumstances and procedures under which Claims (as defined below) will be arbitrated instead of litigated in court upon the election of any party. If you do not want to arbitrate all Claims as provided in this agreement, then you have the right to reject such arbitration provisions by delivering a written notice to at legal@mercury.com, Attention: Legal Department within thirty (30) days after the date you have entered into this agreement. Your rejection of any arbitration provisions does not affect any independent arbitration agreements with third parties, and you remain subject to any arbitration, class action or jury trial waiver or dispute resolution processes set out in those separate agreements. For any Claim, you agree to first email legal@mercury.com and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a dispute it has with you after sixty (60) days, such dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "**FAA**"). Any election to arbitrate, at anytime, will be final and binding on the other party.

B. Definitions. The term "**Claim**" means any claim, dispute or controversy between you and us, or between you and us and any of our agents or retailers, arising from or relating to your Deposit Account or this agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this agreement, including the validity, enforceability or scope of this Arbitration Provision or this Agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to

(i) your Deposit Account; (ii) the amount of available funds on your Deposit Account; (iii) advertisements, promotions or oral or written statements related to your Deposit Account, (iv) goods or services purchased using your Deposit Account; (iv) the benefits and services related to your Deposit Account; and (v) your enrollment in any payment service. We will not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; and any appeals from that court will be pursued only in arbitration. As used in this Arbitration Provision, the terms "we" and "us" will for all purposes mean Banking Provider, Mercury, and any wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns or Banking Provider or Mercury; and all of agents, employees, directors and representatives of Banking Provider or Mercury. In addition, "we" or "us" will include any third party using or providing any product, service or benefit in connection with your Deposit Account (including, but not limited to debt collectors and all of their agents, employees, directors and representatives) 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. As solely used in this Arbitration Provision, the terms "you" or "yours" will mean all persons or entities approved by us to use your Deposit Account, including but not limited to all persons or entities contractually obligated under this agreement.

C. Initiation of Arbitration Proceeding/Selection of Administrator. Any Claim will be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision 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 will 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. If a

selection by us of one of these organizations is unacceptable to you, you will have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, email them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

D. Significance of Arbitration. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE “CODE”). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR WILL NOT CONDUCT A CLASS ARBITRATION OR A JOINT ARBITRATION EXCEPT AS SET FORTH BELOW. THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

E. Restrictions on Arbitration. If either party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. There will be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator’s authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator’s authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

F. Arbitration Procedures. This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and will be governed by the FAA. The arbitration will be governed by the applicable Code, except that (to the extent enforceable under the FAA) this arbitration Provision will control if it is inconsistent with the applicable Code. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law and, at the timely request of either party, will provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator will 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 will notify the parties of his/her decision within twenty (20) days of the objecting party’s submission. The arbitrator will 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, which will consider anew any aspect of the initial award objected to by the appealing party. The appealing party will have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal will be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant’s written notice. The decision of the panel will be by majority vote and will be final and binding.

G. Continuation. This Arbitration Provision will survive termination of your Deposit Account as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or

unenforceable under any principle or provision of law or equity, consistent with the FAA, it will not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which will be enforceable regardless of such invalidity.

H. CLASS ACTION WAIVER. To the fullest extent permitted by applicable law, (i) no arbitration or proceeding will be joined with any other; (ii) there is no right or authority for any Claim to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Claim to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

I. JURY TRIAL WAIVER. YOU, BANKING PROVIDER, AND MERCURY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM ARISING OUT OF THIS AGREEMENT OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US.

J. Consent to Electronic Communications.

1. Delivery Methods. We will deliver Communications to you electronically through our agent, Mercury, either through the Site, the Mobile App; text or SMS messages ("Text Messages"); or through electronic mail ("email"). If we do not deliver Communications to you through the above manners, we will tell you where you can go to receive such Communications. We may be required by law to deliver certain Communications to you on paper even though you have consented to receive it electronically.

2. Hardware and Software Requirements.

To receive and retain electronic Communications from us through Mercury, you will need the following:

- A computer or mobile device with an operating system that supports everything below;
- An operating system that permits your practical use of a commercially prevalent and interoperable authenticator application of your choice
- An internet connection;
- A current version of a web browser that we support, including: Edge version 42 or higher, Firefox version 62 or higher, Safari version 12 or higher, or Chrome version 69 or higher;
- A hard drive or other method of storing data;
- A valid, active email address; and
- A current version of a program that displays PDF files.

We may update these requirements periodically in order to maintain our ability to provide electronic Communications; if these requirements change in a substantial way, we will notify you of the changes.

3. Updating Contact Information. It is your responsibility to maintain accurate and current contact information so that we may send you electronic Communications. You can update your email address and other contact information by logging into your online account at www.mercury.com, in the "Settings" section, or by e-mailing help@mercury.com.

4. Requesting Paper Copies. We may choose to make paper copies of certain electronic Communications available upon request, but assume no obligation to do so. You may obtain a paper copy of an electronic Communication by printing it or by e-mailing help@mercury.com.

5. Communications in Writing. We are required by law to give you certain information in writing. All Communications delivered to you in either electronic or paper format will be taken as information delivered "in writing."

- 6. Withdrawing Consent.** You have the right to withdraw your consent to this agreement at any time. Withdrawing consent will terminate your Deposit Account, including access to the Site, the Mobile App, and will close your Deposit Account. You may withdraw consent by e-mailing help@mercury.com. Your withdrawal of consent will be effective within a period of time we agree to be reasonable for us to facilitate termination of your Deposit Account, which is three (3) business days plus any additional time required to settle pending transactions you have authorized.