

SMART CARD AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY. THIS SMART CARD AGREEMENT (AS DEFINED BELOW) CONTAINS AN ARBITRATION AGREEMENT REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE ARBITRATION AGREEMENT DOES NOT APPLY TO INDIVIDUALS COVERED BY THE FEDERAL MILITARY LENDING ACT (10 U.S.C. § 987, and its implementing

regulations). When you are presented on the Platform with the Electronic Consent Arbitration Agreement, you agree to such terms. When you are presented on the Platform with the Important Information About Your Smart Card, Cardmember Agreement, Your Billing Rights, Deposit Account Agreement, General Terms, Security Agreement, and Optional Authorization for Automatic Payments (the “Optional Authorization”), you acknowledge receipt of such terms. When you submit your application for the Smart Card and accept our offer of the Smart Card on the Platform (if we offer you a Smart Card), you acknowledge and agree to all the terms of the Smart Card Agreement, including the Optional Authorization if you authorize such payments.

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CONSENT TO USE OF ELECTRONIC SIGNATURES, COMMUNICATIONS, AND STATEMENTS

This Consent to Use of Electronic Signatures, Communications, and Statements is part of the Smart Card Agreement.

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

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

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

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

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

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

IMPORTANT INFORMATION ABOUT YOUR SMART CARD

This “Important Information About Your Smart Card” is part of your Smart Card Agreement. Smart Card (“Card”) is a secured charge card issued by Regent Bank (“Bank”) pursuant to a license from Mastercard.

ACCOUNT OPENING DISCLOSURES

Interest Rates and Interest Charges	
Paying Interest	We will not assess any interest on any Card Account balance.
Fees	
Annual Fee	[\$0]
Transaction Fees	
<ul style="list-style-type: none"> ● Cash Advance ● Foreign Transaction 	\$2.50 \$0
Penalty Fees	
<ul style="list-style-type: none"> ● Late Payment ● Returned Payment 	\$0 \$0

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided below in the document entitled, “Your Billing Rights: Keep This Document For Future Use.”

Military Lending Disclosures: Federal law provides important protections to active duty members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a card account). To hear this same disclosure and for a general description of your payment obligations for this Card Account, call the following toll-free number ___(833) 401-0040_____.

Security Interest in Deposit Account. In the Security Agreement below, you grant to us a security interest in all right, title, and interest in the Deposit Account, and all funds deposited therein, now owned or hereinafter acquired, to secure your performance under the Smart Card Cardmember Agreement.

SMART CARD CARDMEMBER AGREEMENT

This Smart Card Cardmember Agreement is part of the Smart Card Agreement. Firstcard Inc (“Platform”) is providing you this Smart Card Cardmember Agreement (the “Cardmember Agreement”) to you on behalf of Regent Bank (“Bank”), a member of the Federal Deposit Insurance Corporation (“FDIC”). The Cardmember Agreement is an agreement between you and us governing the use of your Smart Card charge card account issued by us (your “Card Account”). The Bank is the provider of the Card Account. “You”, “Your” and “Cardmember” means any person who executes this Cardmember Agreement by accepting, accessing, or otherwise using the Smart Card, and any person responsible for paying back all amounts you owe us under this Cardmember Agreement. “We”, “us”, “our”, and “Bank” means Regent Bank, our successors, affiliates, assignees, and Firstcard Inc. as applicable. “Card” means the Smart Card issued by us and all replacements provided to you.

The Card is a charge card that may access a line of credit provided by us and is not a debit card.

Access to your Card Account and the services under this Cardmember Agreement are available only through the website and/or phone application (collectively, the “Platform App”) of (“Platform”). Platform is responsible for making the Platform App available to you. You should review your agreement with Platform for a complete list of services available. For a list of the services enabled and made available to you by the Platform, please visit the Platform App. Access to your Card Account and the services offered under this Cardmember Agreement shall be accessed through the Platform App unless we notify you otherwise. **YOU UNDERSTAND THAT BY OPENING A CARD ACCOUNT THROUGH THE PLATFORM APP, YOU AUTHORIZE BANK TO ACCEPT ALL INSTRUCTIONS PROVIDED TO BANK BY PLATFORM ON YOUR BEHALF.**

By opening a Card Account or using your Card or allowing someone else to use your Card, you agree to the terms of this Cardmember Agreement, Bank’s Privacy Policy, and Platform’s Privacy Policy which are available on the Platform App. Please keep a copy of this Cardmember Agreement for your records.

Before opening a Card Account and the Deposit Account (which is governed by the Deposit Account Agreement below), in order to comply with federal laws and to manage your account, you are required to provide us your legal name, valid U.S. mailing address and residential address (if different), valid email address, your Phone number(s), your Social Security Number (SSN) or other government-issued identification number, your date of birth, and other information that we request in our sole discretion that will help us to identify you. You must tell us when this information changes. We may ask you for additional documents to verify any changes. We may restrict or close your Card Account and Deposit Account if we cannot verify your information, or if you do not provide it as requested. To open a Card Account and Deposit Account with us, you must be at least 18 years old and a U.S. citizen or a lawful resident of the United States. The Card Account and Deposit Account are individual accounts and must be owned and titled in the name of one person who will be responsible for the accounts. The account cannot be owned or titled jointly. Authorized users other than you are not permitted, but you are responsible for use of the Card Account or Deposit Account by others as set forth in the Smart Card Agreement.

A. Promise to Pay

Payment of the Card Account Balance on your periodic statement is due and payable in full when we make your periodic statement available to you on the Platform the (“Statement Date”), and you promise to pay us the full Card Account Balance no later than by the 21st calendar day after the Statement Date set forth on such statement.

YOUR OBLIGATION TO PAY US BACK FOR ALL CARD TRANSACTIONS AND OTHER OBLIGATIONS YOU INCUR UNDER THIS CARDMEMBER AGREEMENT IS SECURED BY YOUR DEPOSIT ACCOUNT. IF YOU DO NOT PAY US BACK FOR ANY AMOUNT YOU OWE US AS REQUIRED BY THIS CARDMEMBER AGREEMENT, WE MAY EXERCISE OUR RIGHTS WITH RESPECT TO THE DEPOSIT

ACCOUNT IN ACCORDANCE WITH APPLICABLE LAW AND YOU MAY LOSE THE MONEY IN YOUR DEPOSIT ACCOUNT. SEE THE SECURITY AGREEMENT FOR MORE INFORMATION.

B. Available Credit On Your Card

The “available credit” on your Card Account is the amount of credit that is available for you to make Card transactions at any given time. The available credit on your Card Account at any given time is equal to the “available balance” in your Deposit Account less your Card Account Balance.

Available Balance. The available balance in your Deposit Account at any given time is described in your Deposit Account Agreement. In summary, the available balance in your Deposit Account is the amount of money in your Deposit Account that is available for you to use. The “actual balance” in your Deposit Account reflects the full amount of all deposits to your Deposit Account less debit transactions that have posted to your Deposit Account. Your “available balance” is your actual balance less: (1) holds placed on deposits; (2) debit transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds to comply with legal process. See your Deposit Account Agreement for further description of your “available balance.” As the available balance in your Deposit Account changes, the available credit on your Card Account also changes to the same extent. For example, when funds from a \$100 deposit become available in your Deposit Account, the available credit on your Card Account would increase by \$100 (assuming no other transactions at that time on your Deposit Account or Card Account). Similarly, when \$100 is transferred out of your Deposit Account, the available credit on your Card Account would decrease by \$100 (except for transfers to pay off your Card Account Balance).

In that regard, if your transfer out of your Deposit Account is to pay off your Card Account Balance, your available credit would not change. For example, if you have an available balance of \$500 in your Deposit Account and a \$100 Card Account Balance, then you have \$400 of available credit on your Card Account (still assuming no other transactions at that time on your Deposit Account or Card Account). If you then transfer \$100 out of your Deposit Account to pay off your Card Account Balance of \$100, you would still have \$400 of available credit (as well as a \$0 Card Account Balance and \$400 available balance in your Deposit Account).

Card Account Balance. Your purchase and cash advance transactions (thereby increasing your Card Account Balance) decrease your available credit. Your Card Account Balance reflects the full amount of purchase and cash advance transactions that we have authorized to be debited to your Card Account. It does not reflect transactions that you have authorized with a third party but have not yet been submitted to us. We may charge to your Card Account Balance the amount of any merchant holds on the Card that we have authorized and any other holds, such as to comply with legal process. Pending transactions and holds also may cause your Card Account Balance to exceed your available credit during the time the transaction is pending or a hold is in effect when other transactions may be charged to your Card Account. An authorization hold is not payment for an authorized transaction. The transaction is subsequently processed by the merchant and submitted to us for payment. The release of the hold will be in the form of a credit to your Account for the amount of the original hold, and any payment submitted to us for payment by the merchant will be debited to your Card Account. We also may debit or credit your Card Account Balance in the amount of any necessary adjustment due to a chargeback or error or for any other reason.

Deposit Account Holds. When you make a transaction on the Card Account, such as a purchase or cash advance, an equivalent amount of funds in the Deposit Account is placed on hold and classified as “Spent Money.” The Spent Money will remain in your Deposit Account, but is placed on hold. You cannot withdraw money classified as Spent Money. When you make a payment on your Card Account from a Linked External Account (as described in your Deposit Account Agreement), an amount of the Spent Money equal to the amount of the payment will no longer be classified as Spent Money and will become available for use in your Deposit Account once we have confirmed receipt of your payment. You agree not to use your Card Account and Deposit Account in any way that would cause the Card Account Balance to exceed the available balance in your Deposit Account. We may refuse to authorize or accept any transaction on your Card Account or Deposit Account that would cause your Card Account Balance to exceed the available balance in your

Deposit Account. You authorize us to limit your ability to withdraw or transfer all or part of the funds in your Deposit Account, as reasonably necessary to preserve our rights under this Cardmember Agreement.

Exceeding Available Credit. The aggregate of pending transactions on both your Card Account and Deposit Account may not exceed the available balance in your Deposit Account. We may decline any transaction that may cause you to exceed your available credit. If you make a transaction that causes you to exceed the available credit, you agree to immediately make a payment on your Card Account, or make a deposit to your Deposit Account, such that you no longer exceed your available credit. Even if we have permitted you to exceed your available credit before, we are not required to do so again in the future. We may determine the amount of available credit for the purpose of deciding whether a transaction will cause you to exceed your available credit only once or at any time between the time you authorize the transaction and when we decline the transaction or send a notice of the declined transaction.

Payment Processing Times. We reserve the right not to increase your available credit by the amount of any payment received from your Linked External Account to pay off your Card Account Balance until we have confirmed receipt of the funds from your Linked External Account.

Posting Available Credit. You can use the Platform App to view the amount of your available credit at any time. You are responsible for keeping track of your Card Account Balance and available credit.

Access to Your Deposit Account. Your Deposit Account is accessible only through the Platform App on your mobile phone or other electronic device. You may make withdrawals and transactions from your Deposit Account, in accordance with your Deposit Account Agreement, only by initiating permitted transactions on the Platform App. You cannot make withdrawals from, or deposits to, your Deposit Account at branch locations, by telephone, at the point of sale, or at ATMs. Your Card is a charge card that accesses a line of credit to the extent you have available credit on your Card Account. Your Card cannot debit your Deposit Account.

C. Use of Your Card

Permitted Use. You agree to use your Card and Card Account in accordance with this Cardmember Agreement and applicable law. You agree to use your Card and Card Account for lawful transactions only. You must not use, or try to use, the Card for any illegal activity. You may use your Card and Card Account only for personal, family, or household purposes, and not for any business or commercial purpose. You are responsible for all activity conducted on your Card and Card Account by you and all others you authorize, and all transactions by others you authorize will be treated as if you had made the transaction yourself. You must sign the Card when you receive it, and you must return the Card to us or destroy it if we ask you to.

Your Card can be used to buy or lease goods or services wherever the Card is honored. You may be able to establish recurring periodic billing arrangements with merchants. In that regard, it is your responsibility to ensure such merchants are provided with current Card information. If your Card information changes, such as a change in Card number or Card expiration date, you consent to our providing such new Card information, in our discretion, to any or all such merchants, but we are not obligated to do so. If your Card Account is closed or your Card Account or Card privileges are suspended or terminated, you understand that you may need to contact the applicable merchant(s) to ensure that automatic payments stop.

You may use your Card to obtain cash advances at automated teller machines (“ATMs”) that bear the Mastercard(r) Mark, as permitted by the ATM operator. Each time you use your Card to obtain cash from an ATM, you may be assessed a transaction fee by the ATM operator. Cash access methods other than through an ATM, such as over the counter transactions or at point of sale, may not be available.

You may not use your Card Account for balance transfers.

Spending Limits. There are transactional (dollar) limits per day imposed on your Card. The transactional limits imposed on your Card are provided in the table below. These limits are the maximum amounts that you

can spend with your Card per day and are subject to periodic review and to change based on your Card Account history and activity, Deposit Account history and activity, Platform’s reviews, and other factors. We reserve the right to allow you to transact higher volume than the limits defined herein at any time without prior notice. Because of the limitations imposed by some ATMs and in the event of equipment failure or unavailability, you may not be able to withdraw or to access credit even though you have not exceeded these limitations. The daily period to which the transactional limits apply shall commence at 12:00 Midnight (Pacific Time) on each day and end at 12:00 Midnight (Pacific Time) on the following day.

Transaction Type	Dollar Limit per Day	Dollar Limit per Week	Dollar Limit per Month	Dollar Limit per Year
Points of Sale (Merchant) Transactions	\$2500	NA	NA	NA
ATM Cash Withdrawals	\$500	NA	NA	NA

Other Transaction Limits. For security reasons, there are limits on the number, amount, frequency, and type of transactions you can make using your Card. Similarly, there are limits on your ability to use your Card with certain merchants or terminals. To protect the security of your Card Account, others’ accounts, and systems, we may or may not disclose some or all of these limits and any changes to these limits, unless required by law. We may change these limits from time to time at our sole discretion. We will notify you of any limits or changes to these limits if required by applicable law. Within our discretion, we may permit you to make transactions in excess of these limits, but our permission to do so on one occasion does not guarantee that we will allow a transaction in excess of the limits in the future.

Card Security. You are responsible for maintaining adequate security and control of any and all user IDs, passwords, hints, personal identification numbers (“PINs”), or any other codes that you use to access the Card or Card Account. If you permit any other person(s), including any data aggregation service providers, to access or use your Card information, user IDs, passwords, hints, PINs, or any other codes that you use to access the Card or Card Account, you are responsible for any transactions and activities performed from your Card or Card Account and for any use of your personal and Card Account information by such person(s). Do not discuss, compare, or share information about your Card or Card Account information unless you are willing to give them full use of your Card. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Card or Card Account by third parties. Anyone who obtains your Card or Card Account information could use it to make charges to your Card Account, with or without your permission. You are responsible for keeping your email address and telephone number up to date in order to receive any notices or alerts that we may send you. You agree to promptly review all Card Account and transaction records and other Communications that we make available to you and to promptly report any discrepancy to us. You will be provided with a personal identification number (“PIN”), which must be used in all automated teller machine (“ATM”) transactions and certain other transactions when requested at the point of sale. You should not disclose your PIN to anyone. If the security or confidentiality of the PIN is compromised, please notify Platform at Platform’s website and/or mobile application in order to block your Card. Alternatively, you may notify Platform at the customer service contact information set forth in the General Terms below.

Card Activation. You must activate your Card prior to use. You can activate it by accessing the Platform App. If you need to replace your Card for any reason, please deactivate the Card by notifying us via the Platform website and/or mobile application, by calling Platform at (833) 401-0040, or by emailing Platform at support@firstcard.app

Expiration Date. The expiration date of the Card is identified on the back of the Card. You agree to sign the back of the Card immediately upon receipt. The Card is our property and must be surrendered to us or

discarded upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. We may refuse to process any transaction that we believe may violate the terms of this Smart Card Agreement.

Secondary Cardholder. You are not allowed to authorize additional Smart Cards to be linked to your Card Account and provided to a secondary cardholder.

Virtual Card. You may have the option of accessing your Card Account with, in addition to your physical card, a virtual card represented by a 16-digit account number (“Virtual Card”). The Virtual Card may either be single-use, meaning the 16-digit account number will expire after a single transaction, or recurring-use, meaning you may use your 16-digit Account number for multiple transactions. You may not use your Virtual Card to obtain cash anywhere.

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

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

Processing Errors. We will rectify any processing error that we discover. If the error results in a charge of more than the correct amount, we will credit the Card Account for the difference. If the error results in a charge of less than the correct amount, we will charge the difference to the Card Account.

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

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

Digital Wallets. You can add your Card to a digital wallet by following the instructions of the digital wallet. The digital wallet may not be accepted in all places where your Card is accepted. We may terminate the ability for you to add the Card to a digital wallet at any time. You should contact the digital wallet provider to remove a Card from the digital wallet. We can end or suspend your ability to use a Card with the digital wallet at any time. You are solely responsible for maintaining the security of your digital wallet credentials (including user identification, password or other access credentials). If you share these credentials with any other person, you expressly authorize that person to have access to your personal information, to access your Card Account and to initiate charges to your Card Account using the digital wallet service. We currently do not impose a fee for using your Card with a digital wallet, but we reserve the right to impose a fee in the future. Please note that a digital wallet provider or another third party enabling or associated with your use of a digital wallet may charge a fee for using your Card with such digital wallet service. We are not a provider of any digital wallet service that you may choose to use, and we are not responsible for providing the digital wallet service to you. We are only responsible for supplying information securely to the digital wallet provider to enable usage of the Card in such digital wallet. We are not responsible for any failure of the digital wallet or the inability to use the digital wallet for any transaction. We are not responsible for the performance or non-performance of the digital wallet provider or any other third parties regarding any agreement you enter into with the digital wallet provider

or associated third-party relationships that may impact your use of the digital wallet. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF A DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK, AND WE ARE NOT RESPONSIBLE FOR THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, OR ACCURACY. You agree that we may exchange your information with your digital wallet provider, a payment network (e.g., Visa and Mastercard), and others in order to enable your use of a digital wallet service, make information available to you about your Card transactions, and improve our ability to offer our services in connection with a digital wallet service. We do not control how digital wallet providers or other third parties use the information received in connection with digital wallet services, and the use of such information is governed by such party's privacy policy. We are not responsible for the security of the information provided to any digital wallet provider or stored in a digital wallet. We are not responsible if a security breach occurs that affects any information stored in, or sent from, a digital wallet.

Rewards. Your Card may provide you with the opportunity to earn rewards. If it does, we will separately provide you with information and terms about the rewards.

D. Payments, Billing Cycles, and Periodic Statements

Payment Methods. You must pay in full the Card Account Balance each month in U.S. dollars from a U.S. deposit account. You must use one of the following payment methods to pay us:

From the Deposit Account: You may use the Platform App to authorize us to initiate a one-time payment, or schedule recurring automatic payments, to us from your Deposit Account. You may authorize recurring automatic payments of the Card Account Balance from your Deposit Account each month by signing the Optional Authorization for Automatic Payments set forth further below. *If you do so, we will debit the full amount of the Card Account Balance from your Deposit Account at the same time we make your monthly periodic statement available to you on the Platform.*

ACH transfer from your Linked External Account: You may use the Platform App to authorize us to initiate a one-time payment to us from a Linked External Account.

Your payment from your Deposit Account or Linked External Account is due and payable in full when we make your monthly periodic statement available to you on the Platform's App or website (the "Statement Date"), and you must make your payment no later than by the 21st calendar day after the Statement Date set forth on such statement (see below for further information about your statements).

If you pay off your Card Account Balance using your Deposit Account, your available credit on the Card Account will not increase. For example, if you have a \$500 Card Account Balance and a balance of \$1,000 in your Deposit Account, then at that time you would have \$500 of available credit on your Card (\$1,000 - \$500). If you then pay off your Card Account Balance by making a \$500 payment from your Deposit Account, you would have a \$0 Card Account Balance, a balance of \$500 in your Deposit Account, and available credit on your Card Account in the amount of \$500, the same amount of available credit as before (\$500 - \$0).

If your payment from a Linked External Account is returned unpaid for any reason, you authorize us to re-initiate the payment you authorized up to two additional times. We also may add the returned payment amount back to your Card Account Balance. We reserve the right not to increase your available credit by the amount of any payment received from your Linked External Account to pay off your Card Account Balance until we have confirmed receipt of the funds from your Linked External Account. Payment processing speeds can vary.

If you authorize us to make a payment on a day other than a business day, we will credit your payment as of the date you authorize the payment but we may not initiate the debit to your payment account until on or after the following business day. This may further delay access to additional available credit you would receive for a payment from a Linked External Account until we have confirmed receipt of the funds from your account.

Payments are first applied to any past-due amount (except any late fees), then to your current payment due. Payments in excess of your payment due will be applied to any outstanding fees, then to your other outstanding transactions. We may adjust your Card Account Balance, Deposit Account balance, or available credit as reasonably necessary to correct errors and process returned and reversed payments and similar issues. We may reject and return any payment that creates any credit balance or transfer any credit balance on your Card Account to the Deposit Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges.

Billing Cycles and Periodic Statements. We will make available to you on the Platform App or website a monthly periodic statement that covers all activity on your Card Account and Deposit Account during the previous month's Card Account cycle. The statement will provide a detailed listing of each of your Card Account transactions that make up your Card Account Balance, the dates of such transactions, and your Card Account Balance that you must pay. You must pay your Card Account Balance in full each month. The Card Account Balance (the amount you owe us) appears as the "Card Account Balance" on the statement. To determine the Card Account Balance, we begin with the outstanding balance on your Card Account at the beginning of the monthly billing cycle, which we call the "Previous Balance" on the statement. During the billing cycle, we then add any purchases and cash advances and any applicable fees and subtract any credits and payments. The statement also will provide your available credit and other important information. We may discontinue sending billing statements to you regarding your Card Account if we deem your Card Account to be uncollectible or if we sent your Card Account to an attorney or other third party for collection purposes.

The statement also will describe each credit or debit on the Deposit Account and the date of each such credit or debit.

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

E. Interest and Fees

We do not assess interest on any Card Account balance. We do not charge any fees for the use or initial issuance of the Card.

Fee	Amount
Cash Advance Fee (Cash withdrawal at ATM or OTC)	\$2.50 (per transaction) Individual ATM owners may charge other fees per transaction.
Foreign Currency Exchange Fee	0%

Transactions Made in Foreign Currencies. Foreign transactions are subject to the Foreign Transaction Fee set forth in the document entitled, "Important Information About Your Smart Card." Additionally, if you make a purchase in a currency other than dollars, the amount of the charge to your Card Account will be converted by Mastercard International Incorporated into dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date.

ATM Fees. We may charge a fee if you use an ATM to obtain a cash advance on your Card. The amount of the ATM withdrawal fee is set forth in the document entitled, "Important Information About Your Smart Card." An out-of-network third-party operator of the ATM may charge a fee for your use of the ATM. This fee may be charged to your Card. You are responsible for paying all such fees.

Additional Fees. We also may charge you other fees from time to time. If a fee applies to your Card Account, the amount of the fee is set forth in the Fee Schedule provided to you with your Smart Card Agreement. Some fees that may apply to your Card Account include the following: replacement card fee, expedited delivery fee if you ask us to send a card by expedited delivery, paper statement fee if you ask us to send your statement in paper form, and document fee if you ask us to send you copies of documents such as receipts.

F. Default and Remedies

Events of Default. We may declare you to be in default under the Cardmember Agreement if any of the following events occur: (i) you do not pay the Card Account Balance within 21 calendar days after it is due; (ii) any required payment you make is rejected, not paid or cannot be processed, and you have otherwise failed to make the payment within 21 calendar days after it is due; (iii) you file or become the subject of a bankruptcy or insolvency proceeding; (iv) you are unable or unwilling to repay your obligations, including upon death or legally declared incapacity; (v) we determine that you made a false, incomplete or misleading statement to us, or you tried to defraud us; (vi) you revoke your consent under the "Consent to Electronic Signatures, Communications, and Statements" agreement to receive Communications electronically; (vii) you do not comply with, or default under, any term of the Cardmember Agreement or any other agreement with us; or (viii) we receive a garnishment, attachment or other levy upon your Deposit Account, or the Deposit Account is subject to any other legal proceeding.

Consequences of Default. If you are in default, we may take any or all of the following actions, and any other actions we have a right to take under applicable law, against you in accordance with applicable law, without notifying you, unless applicable law says that we must give you notice: (i) close or suspend your Card(s) and Card Account; (ii) reduce your available credit; (iii) demand that you immediately pay the Card Account Balance; (iv) continue to charge you interest and fees as permitted by this Cardmember Agreement as long as your Card Account Balance remains outstanding; (v) declare you to be in default under any other agreement you have with us and exercise our remedies under that other agreement; (vi) exercise our rights with respect to the Deposit Account pursuant to the Security Agreement; (vii) file a lawsuit against you, or pursue another action that is not prohibited by law or the Smart Card Agreement. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees except to the extent applicable law does not allow us to collect these amounts from you.

G. Liability; Authorized and Unauthorized Use

Except as otherwise provided herein, to the fullest extent permitted by law, you are liable for all amounts due under this Cardmember Agreement regardless of who receives the benefit associated with such amounts due.

Unauthorized Use. You may be liable for the unauthorized use of your Card, or Card Account, that occurs prior to you notifying us of such use. Your liability for such unauthorized use that occurs prior to you notifying us will not exceed the lesser of \$50.00 or the amount of money, property, labor or services obtained by the unauthorized use. You will not be liable for unauthorized use that occurs after we receive your notification, either by phone or in writing using our contact information set forth in the General Terms below or by contacting us electronically using the Platform App, and we have had a reasonable opportunity to act on such notice.

You agree to provide us your assistance to investigate why any unauthorized use occurred, to respond to our reasonable request for information related to the unauthorized use, to provide us documents in a form we request (including an affidavit), and to correct the problem. In the case of any unauthorized transaction claimed by you, you give us all of your rights against others regarding that transaction. You will also: (i) give us any information about the disputed transaction, if we ask; (ii) not pursue any claim with respect to the transaction amount from the merchant or any other person; and (iii) help us pursue liability from others. You must identify for us the charges on the Card Account that were not made by you or someone authorized by you and for which you received no benefit.

Mastercard Zero Liability. Under Mastercard Zero Liability Protection, you will not be held responsible for unauthorized transactions if you have used reasonable care in protecting your Card from loss or theft, and you promptly report the loss or theft to us. Mastercard Zero Liability applies to purchases made in store, over the telephone, online or via a mobile device and ATM transactions. Mastercard Zero Liability does not apply to certain Mastercard payment cards that are used for commercial purposes.

Authorized Use. You are responsible for all authorized transactions initiated with use of the Card or Card Account. You agree that unauthorized use does not include use by a person to whom you have given authority to use the Card or Card Account or any transaction from which you received a benefit. You agree that you will be liable for all use by such a person until you notify us that such authority to use the Card or Card Account is no longer authorized and we have had a reasonable opportunity to act on that notice. We will replace your Card and Card Account subject to your payment of replacement fee specified in this Cardmember Agreement.

Card Access. You understand that you are solely responsible for protecting access to, and use of, your Card and Card Account, including if your mobile phone or other electronic device can function as a Card or otherwise store or display your Card or Card Account information, including in a digital wallet. You must take reasonable steps to prevent the unauthorized use of your Card. CONTACT US IMMEDIATELY IF YOU BELIEVE YOUR CARD OR CARD ACCOUNT HAS BEEN LOST, STOLEN, ACCESSED, OR USED BY ANY UNAUTHORIZED PERSON. You may ask us to lock any Card, and we may take other actions we deem necessary to protect the security of your Card Account on our systems. Locking a Card may not prevent all unauthorized transactions and will not prevent transactions that have already been initiated. If your Card is lost or stolen or if you think someone else may be using your Card or Card Account without your permission, notify us immediately in the Platform App. We are not responsible for any losses you incur if anyone refuses to accept your Card for any reason. We may decline to authorize a transaction for any reason without liability to you. We are not responsible for any losses you incur if we do not authorize a transaction. We are not liable for any losses that may result when our Card and Card Account services are unavailable due to reasons beyond our control. In no event shall we be obligated to reissue a lost or stolen card.

Merchant Goods and Services. We are not responsible for the delivery, quality, safety, legality, or any other aspect of the goods and services you purchase from merchants with the Card. Merchants have no authority to make representations or warranties on our behalf, to bind us or to enter into any agreement on our behalf. Except as otherwise permitted by applicable law, all disputes concerning those matters should be addressed to the merchants from whom the goods and services were purchased.

Disclaimer of Warranty. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

H. State Disclosures

California Residents: Married applicants may apply for credit separately. After credit approval, each applicant shall have the right to use the Card Account up to the limit of the Card Account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

Delaware and Oregon Residents: You may pay more than the minimum payment due, up to your entire outstanding balance of your Card Account, at any time.

Kentucky Residents: You may pay the unpaid balance of your Card Account in whole or in part at any time.

Massachusetts Residents: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

New Jersey Residents: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

New York, Rhode Island and Vermont Residents: We may obtain a consumer credit report for any legitimate purpose in connection with your Card Account or your application, including but not limited to

reviewing, modifying, renewing and collecting on your Card Account. Upon your request, we will inform you of the names and addresses of any credit reporting agencies that have furnished the reports. If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. NY State Dept of Financial Services: 1-800-342-3736 or visiting https://www.dfs.ny.gov/consumers/banking_money

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Utah Residents: As required by Utah law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Washington Residents: In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of any service charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.

Married Wisconsin Residents: If you are married, by submitting your application you are confirming that the Card Account obligations are being incurred in the interest of your marriage and your family. No provision of a marital property agreement, unilateral statement under Section 766.59 of the Wisconsin Statutes, or court order under Section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. If the Card Account for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.

This notice about “Your Billing Rights” is part of your Smart Card Agreement.

Your Billing Rights: Keep This Document For Future Use

This notice describes your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your Statement, write to us at:

Firstcard, Inc.

101 Jefferson Drive 1st Floor, Menlo Park, California 94025

You also may contact us: support@firstcard.app

In your letter, give us the following information:

- **Card Account information:** Your name and Card Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your Statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within **60 days** after the error appeared on your statement.
- At least **3 Business Days** before an automated payment is scheduled, if you want to stop payment on an amount you think is wrong.

You must notify us of any potential errors *in writing* or electronically. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your notice, we must tell you that we received your notice. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your notice, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your Card Account Balance.
- We can apply any unpaid amount against your credit limit and available credit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees, if any. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Charge Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the purchase. Purchases made with cash advances from an ATM do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* or electronically at:

Firstcard, Inc.

101 Jefferson Drive 1st Floor, Menlo Park, California 94025

You also may contact us: support@firstcard.app

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

DEPOSIT ACCOUNT AGREEMENT

This Deposit Account Agreement is part of your Smart Card Agreement. Firstcard, Inc. (“Platform”) is providing this Consumer Interest Checking Deposit Account Agreement (this “Deposit Account Agreement”) to you on behalf of Regent Bank (“Bank”), a member of the Federal Deposit Insurance Corporation (“FDIC”). The Bank is the provider of the interest-bearing checking Deposit Account (the “Deposit Account”). As used in this Agreement the words “we”, “our”, and “us” refer to Bank, our successors, affiliates, assignees or Firstcard, Inc., and the words “you” and “your” refer to you, the individual, and the Deposit Account holder, who agrees to be bound by this Agreement, as well as anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Deposit Account and anyone else that you authorize to use the Deposit Account.

The Deposit Account is provided only in connection with the Cardmember Agreement and a Card Account (as each are described in the above Cardmember Agreement). Access to your Deposit Account and the services under this Deposit Account Agreement are available only through Platform App and only as part of the Smart Card Agreement. You may only use the Deposit Account for personal, family or household purposes, and we may close the Deposit Account if we determine the Deposit Account is being used for business purposes.

In order to link a Linked External Account (as further described below) to your Deposit Account, you may be required to provide certain information about your Linked External Account to our service provider, Plaid, or its successor, and may be required to accept such service provider’s additional terms and conditions in order to use this feature. You may review Plaid’s Privacy Policy here <https://plaid.com/legal/#consumers>.

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

Truth In Savings Disclosures

Initial Deposit and Balance	There is no initial deposit or minimum balance required to open this Deposit Account.
Interest Rate	Standard rate of 1.24%. Premium users who pay a monthly fee of \$3.99 will receive an interest rate of 4.16%
Annual Percentage Yield (“APY”)*	Standard APY rate of 1.25%. Premium users who pay a monthly fee of \$3.99 will receive an APY rate of 4.25% *Users must have an SSN or ITIN to receive interest
Fees	optional monthly subscription fee of \$3.99 to upgrade to Firstcard Plus.
Transaction Limitations	The transaction limitations for your Deposit Accounts are set forth in Sections C and D of this Deposit Account Agreement.
Additional Fee Disclosure	As noted above, you are not responsible for paying any fees to Bank for holding this Deposit Account. You may be responsible for paying fees to the Platform as provided in your agreement with Platform. You should refer to your agreement with Platform to understand how fees are charged.

This is an interest-bearing Deposit Account. You may deposit any amount after you open the Deposit Account. The interest rate and APY are correct as of today's date, but are subject to change at any time in our discretion, as further described in Section B.

A. Deposit Account Generally

Deposit Account. The Deposit Account consists of an interest-bearing checking Deposit Account used to hold your deposits and make payments and transfers to and from the Deposit Account. You will access your Deposit Account via the Platform App. You may open a Deposit Account only in connection with opening a Card Account.

Eligibility. The Deposit Account is available to consumers who are citizens, permanent residents or non-permanent resident aliens in the United States on a valid long-term visa, at least eighteen (18) years of age, and with a valid Social Security Number (SSN) or other government identification number. All deposits and withdrawals must be in U.S. dollars.

TIN/Backup Withholding. We are required by federal law to obtain your correct taxpayer identification number (TIN) in order to avoid potential backup withholding and to report any interest income paid to you in connection with your Deposit Account. If you are subject to backup withholding or if the Internal Revenue Service (IRS) notifies us that we do not have a correct TIN for you, we may be required to withhold and remit to the IRS a percentage of interest paid (backup withholding) to your Deposit Account. Amounts withheld are reported to the IRS as federal tax withheld and will be reflected on your IRS Form 1099-INT, Interest Income. A TIN may be your Social Security Number if your Deposit Account is in your name and you are either a U.S. citizen, permanent resident, or otherwise eligible to receive an SSN.

Fee Disclosure

Fee	Amount
ACH Transfers	\$0
Incoming Wires	\$0
Subscription Fee (optional)	\$3.99 per month to upgrade to Firstcard Plus

Deposit Account Titling and Ownership. The Deposit Account may be owned and titled in the name of one (1) person who shall solely retain the right to direct the deposit or transfer of funds. The Deposit Account cannot be owned and titled jointly, or as Payable on Death ("POD") or "In Trust For" ("ITF").

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

Freezes, Blocking or Closing Deposit Accounts Due to Irregular or Unlawful Activities. You agree that if we suspect that any irregular, unauthorized, or unlawful activity may be occurring in connection with your

Deposit Account, we may “freeze” or place a hold on the balance in the Deposit Account pending an investigation of such activities. If we freeze your Deposit Account, we will give any notice required under the circumstances by the laws governing the Deposit Account. If our investigation confirms our suspicions of irregular, unauthorized, or unlawful activity then, notwithstanding anything to the contrary in this Agreement, we may immediately close your Deposit Account and the Card Account, if necessary, to comply with applicable law. You agree that we may also freeze, block, or close your Deposit Account and Card Account as necessary in order to comply with regulations issued by the United States Department of Treasury’s Office of Foreign Assets Control (“OFAC”).

B. Interest Information

Your Deposit Account will bear interest as described in this section.

Interest Eligibility

Your Deposit Account will only bear interest if you have provided us with your valid SSN or ITIN. If you are a non-resident alien with no SSN or ITIN, you will not receive any interest on your Deposit Account. If you acquire an SSN or ITIN, you must call us to provide us with your SSN or ITIN in order for your account to become eligible to receive interest.

Rate Information. The initial interest rate and APY for the Deposit Account appear in the Deposit Account Opening Disclosures. This is a variable rate Deposit Account. We may, at our discretion, change the interest rate and APY for your Deposit Account at any time; this may be changed daily. Platform will notify you of any change in the interest rate and APY for your Deposit Account by posting the new interest rate on the Platform App.

Accrual of Interest. Interest begins to accrue no later than the business day the deposit is credited to your Deposit Account. Interest will be compounded daily and credited to your Deposit Account on a monthly basis. Deposit 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 with respect to accrual of interest.

Forfeit of Uncredited Interest. If you close your Deposit Account after interest has accrued but before it is credited to your Deposit Account, you will forfeit that interest, and it will not be credited to your Deposit Account.

C. Deposits to Your Deposit Account

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

<u>Transaction Type</u>	<u>Frequency and Dollar Amounts/Per Day*</u>	<u>Frequency and Dollar Amounts/Per Week*</u>	<u>Frequency and Dollar Amounts/Per Month*</u>	<u>Frequency and Dollar Amounts/Per Year*</u>
Direct deposits or Automated Clearing House (“ACH”) transfers initiated from an	\$10,000	NA	\$25,000	NA

outside financial institution				
Wires initiated from an outside financial institution	NA	NA	NA	NA
ACH transfers (debit) initiated from us or a Linked External Account	\$5,000	NA	\$15,000	NA
Deposits using an external debit or credit card from an outside financial institution	NA	NA	NA	NA
Remote Deposit Capture (RDC)	NA	NA	NA	NA
Internal Transfers	NA	NA	NA	NA
Instant Account Funding*				

* The limits included here are the highest limits allowed for transactions. However, we reserve the right to allow you to transact higher volume than the limits defined herein at any time without prior notice. We may also lower your limits at any time without prior notice. Limits for Instant Account Funding are described in Section H below.

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

Linked External Account to our service provider, Plaid, or its successor, and may be required to accept such service provider's additional terms and conditions in order to use this feature.

Direct Deposits. If enabled by Platform for your Deposit Account, your Deposit Account number and bank routing number may be used for the purpose of initiating direct deposits to your Deposit Account. The Deposit Account number and recipient's name on any direct deposit we receive must match your name. Any direct deposit received in a name other than the name registered to the Deposit Account will be returned to the originator. If your Deposit Account number changes you must immediately notify your employer or any other payors. You must provide them with the new Deposit Account number to ensure that your direct deposit activity continues uninterrupted. If you have arranged to have direct deposits made to your Deposit Account at least once every sixty (60) days from the same person or company, you can contact Platform at the customer service contact information set forth in the General Terms below to find out whether or not the deposit has been made.

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

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

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

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

The image of a check transmitted to us using RDC must be legible. The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, or other clearinghouses. The checks to be deposited via RDC shall be properly endorsed in the same manner in which it is made payable to you and with the restrictive endorsement: "For mobile deposit only." Receipt of your check image must be received by 5:00 p.m. Central Time, for us to consider that day to be the day of your deposit. Any check image received by us after 5:00 p.m. Central Time is considered as a deposit made on the next business day we are open.

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

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

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

Our Right to Charge Back Deposited Checks or Electronic Transfers. If you deposit a check or receive an electronic transfer as provided in this Deposit Account Agreement and (i) the paying bank returns it to us unpaid; (ii) the paying bank or the issuer of a check demands that we repay them because the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (iii) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and subtract the funds from your Deposit Account, even if the balance in your Deposit Account is not sufficient to

cover the amount we subtract or hold, causing an overdraft. If we have reason to believe that any of the events in the previous sentence have occurred or may occur or that the check or other item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a non-customer account until we determine who is entitled to them.

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

D. Withdrawals from the Deposit Account

You can make withdrawals from your Deposit Account using any of these methods (if enabled by the Platform):

<u>Transaction Type</u>	<u>Frequency and Dollar Amounts/ Per Day*</u>	<u>Frequency and Dollar Amounts/ Per Week*</u>	<u>Frequency and Dollar Amounts/ Per Month*</u>	<u>Frequency and Dollar Amounts/ Per Year*</u>
ACH transfers to a Linked External Account	\$5,000	NA	\$15,000	NA
ACH transfers to some other external bank account or payee	\$5,000	NA	\$15,000	NA
Payments on your Smart Card	NA	NA	NA	NA
Wires	NA	NA	NA	NA
Instant Push to Card*	NA	NA	NA	NA

* The limits included here are the highest limits allowed for transactions. However, we reserve the right to allow you to transact higher volume than the limits defined herein at any time without prior notice. We may also lower your limits at any time without prior notice. Limits for Instant Push to Card are described in Section H below.

Right to Require Advance Notice of Withdrawal. We reserve the right to require seven days' notice in writing before each withdrawal.

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

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

No Overdrafts. You are not permitted to overdraw your Deposit Account. If the available balance in your Deposit Account is at any time not sufficient to cover any payment or withdrawal you have authorized, we may refuse to process the payment or withdrawal. If your Deposit Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Deposit Account has a negative balance, we may close your account. . If you fail to pay the amount of any overdraft, we reserve the right to refer your overdrawn Deposit Account to an attorney for collection, and you agree to pay all reasonable expenses, including, but not limited to, reasonable attorney's fees and court costs, incurred by us as a result of your Deposit Account being overdrawn, in addition to any other rights we have under the Smart Card Agreement.

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

E. Funds Availability

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. We have the right to refuse any deposit. If final payment is not received on any check you have deposited into your Deposit Account for which you have received credit, or if any direct deposit, ACH transfer or other transfer for which you have received credit is not paid for any reason, you agree to pay us the amount for which you have received credit. The length of the delay in the availability of funds will vary depending on the type of deposit.

Business Days. The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your Deposit Account. For purposes of these disclosures, our business days are as provided below in the General Terms. Deposits received after the cut-off times provided in this Deposit Account Agreement or on a day we are not open will be processed the following business day that we are open.

Same Day Availability. Funds received from preauthorized electronic payments, such as payroll direct deposits, will be available on the day we receive the deposit. Funds from ACH credits that we receive from a verified external bank Deposit Account will be available on the day we receive the deposit. Funds from internal transfers will be available immediately, and funds from Instant Account Funding will be available within 30 minutes.

Longer Availability. Electronic transfers depositing into the Deposit Account initiated through the Platform may take up to five (5) business days from the date of the initial request but will post on the payment date of the deposit once the money has reached us.

Availability of Mobile Deposits. Checks deposited through the RDC service are not subject to the funds availability requirements of Regulation CC. Checks deposited using the RDC service will generally be made available in your 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 in accordance with the general policy for other reasons, including, but not limited to, if we have reasonable cause to doubt the collectability of the check. The length of the delay will be counted in business days from the day of your deposit. If your deposit is declined, we will email you the notice by the first business day after the day we receive your deposit. We reserve the right to change the limits on the amount(s) and/or number of deposits that you transmit using RDC and may modify these limits from time to time.

Foreign Checks. Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, if your Deposit Account permits you to deposit foreign checks, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

Account Balance and Available Balance. To avoid a negative balance and/or our refusal to process a transaction, it is necessary to understand how your Deposit Account balance is determined to avoid having non-sufficient funds in your Deposit Account. Your Deposit Account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your Deposit Account as well as payment transactions that have been posted to your Deposit Account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your Deposit Account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to your Card Account Balance or to comply with legal process. We use your available balance to determine whether there are sufficient funds in your Deposit Account to pay items, such as ACHs and other electronic

transactions, as applicable. Pending transactions and holds placed on your Deposit Account may reduce your available balance, in our sole discretion. Pending transactions and holds also may cause your Deposit Account to become overdrawn during the time the transaction is pending or a hold is in effect. You may check your available balance and actual balance on the Platform App or by contacting Platform at the customer service contact information set forth in the General Terms below.

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

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

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

Your Responsibility for Deposits. Even if we have made funds available to you and you have withdrawn the funds, you are still responsible for deposits that are returned to us unpaid and for any other problems involving your deposit.

F. Electronic Funds Transfer Disclosures

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

Next Day ACH Cut-off Time. The cut-off time for scheduling a next day ACH transfer is 5:00 p.m. Central Time. Any next day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day. In some circumstances, transactions may be delayed for risk or compliance reasons.

Same Day ACH Cut-off Time. The cut-off time for scheduling same day ACH transfers (if enabled on your Deposit Account) is 5:00 p.m. Central Time. If enabled by Platform, the Same Day ACH means that the transfer will be performed on the same business day. Any same day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled as next day ACH transfer. In some circumstances, transactions may be delayed for risk or compliance reasons.

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

Debit Cards, Points of Sale, and ATM Services. You do not have a debit card to access your Deposit Account. You cannot access your Deposit Account at points of sales and/or for withdrawals at ATMs.

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

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

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

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

Right to Stop Payment of Preauthorized Transfers and Procedures. If you have scheduled a one-time or a recurring transfer via the Platform, you may stop or cancel that transfer by following the procedures defined here. To stop a transfer that you initiated via the Platform App, either one-time or recurring, use the Platform App to cancel such payment, or contact Platform at the customer service contact information set forth in the General Terms below to request cancellation of the transfer. To stop a one-time or recurring transfer that you have authorized a third party to debit from the Deposit Account, please contact that third party to request the cancellation of the payment. You also may contact Platform at the customer service contact information set forth in the General Terms below to request a stop on the payment. If you wish to contact us to stop a one-time or recurring transfer that you initiated via the Platform App or that you have authorized a third party to debit from the Deposit Account, your request to stop the transfer must be received at least three (3) business days before the transfer is scheduled to occur. Regarding recurring payments, you should specify whether you wish to stop one recurring payment or all recurring payments. If you do not specify, all recurring payments may be stopped. You must specify the name of the payee, the dollar amount of the payment and the date of the payment. Regarding recurring transfers that you initiated via the Platform App, we will be liable

for your losses or damages if you requested the stop payment at least three (3) business days before the transfer was scheduled to occur and we did not stop the payment. In the case of a recurring third-party debit authorization, you may contact us to stop one recurring payment. To stop all future payments pursuant to the third party's recurring authorization, you must put your initial oral request (if oral) in writing and send it to us within fourteen (14) days of your initial oral request. If the written stop payment notification is not received at least fourteen (14) days before the future payment is scheduled to occur, we will honor that and all other future payments as originally authorized without liability to you.

Your Liability for Unauthorized Transfers. You must contact us through Platform, by calling (833) 401-0040 or emailing support@firstcard.app if you believe your Deposit Account number or PIN was stolen or if you believe someone has transferred or may transfer money from your Deposit Account without permission. -

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

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

Errors and Disputes. If you think your statement is wrong or if you need more information about a transaction listed on it, please contact us through Platform at (833) 401-0040 or email at support@firstcard.app. You must report any errors within sixty (60) days from the date on which we made available to you on the Platform App the FIRST statement on which the problem or error appeared. You must provide the appropriate information for us to investigate the error or unauthorized transaction, including at least your name and Deposit Account number and the date of the transaction and its amount. If you call us, we may request that you send your complaint or question in writing within ten (10) business days.

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

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

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

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

You will be informed of the result of the investigation within three (3) business days after our completion of the investigation. If we decide there was no error, we will send you an explanation by email or by making it available via the Platform App. Copies of the investigation documentation can be obtained by calling Platform at (833) 401-0040 or email at support@firstcard.app.

Our Liability for Failure to Complete Transactions. If we do not complete a transfer to or from your Deposit Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, we are not liable for any failed transfer if: (1) through no fault of ours, you do not have enough funds available in the Deposit Account to cover a transaction; (2) the merchant refuses to accept the transaction; (3) access to your Deposit Account or Linked External Account has been blocked after you reported your Deposit Account number or Linked External Account number lost or stolen or otherwise compromised; (4) there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use; (5) we have reason to believe the requested transaction is unauthorized; (6) we have received incomplete or inaccurate information from the third-party payor or payee; (7) if circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or (8) if there are other exceptions stated in this Deposit Account Agreement or as provided by law.

Business Day. For purposes of these disclosures, our business days are as provided below in the General Terms.

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

G. Wire Transfer Services

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

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

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

Wire Transfer Request Procedures and Accuracy. All wire transfer requests must conform to our procedures, which may be amended by us from time to time. The procedures include the method for submitting wire transfer requests and cut-off times. You understand the accuracy of the account/routing/transit number associated with a financial institution (“FI”) and the Deposit Account number of a wire transfer recipient, i.e., the beneficiary, is critical. You acknowledge and agree that Bank and beneficiary’s FI may rely solely upon the account/routing/transit number or similar identifying number provided in the wire transfer request to identify (a) the beneficiary and (b) the beneficiary’s FI. You are required to pay us, and we are authorized to charge the Deposit Account, for any wire transfer made by us at your request using such account/routing/transit number or similar identifying numbers, even if you identified the beneficiary or FI by name. If there is a discrepancy in your wire transfer request between the name of the beneficiary or the FI and such beneficiary’s account/routing/transit or similarly identifying number, we will, and are authorized to make payment on the basis of such identifying number, even if it results in a beneficiary or FI other than the one designated by you by name being paid. If you give us a payment order that is erroneous in any way, you

agree to pay the amount of the order whether or not the error could have been detected by any security procedure we employ.

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

Handling of Wire Transfer Requests, Amendments, Revocations and Discrepancies. You may ask us to amend or cancel any wire transfer or related instruction, subject to authentication using the procedures set forth above, and we will use our best efforts to comply with such request if the request is made at a time and in a manner that gives us a reasonable opportunity to act on the request before it makes the wire transfer or carries out the instruction as you originally requested; provided, however, you agree we shall not be responsible and will have no liability for any loss resulting from any delay in handling or completing a wire transfer request, or for our inability for any reason to carry out a requested amendment or cancellation of a wire transfer request. If you ask us to recover funds we have already transferred in accordance with a wire transfer request, we may attempt to do so in its sole discretion, but we shall be under no obligation to seek recovery of any funds. If we grant a request to attempt to recover funds, we will take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any FI that received such funds. In no event, however, shall we be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred before we received and had time to act upon the request to amend or cancel the wire transfer request.

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

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

Hours of Operation and Cut-Off Times. Our wire transfer department is open from 9:00 AM ET to 5:00 PM ET, Monday through Friday. Outgoing wire transfer requests received before 2:00 PM ET will be processed the same business day if funds are available.

Incoming wire transfers received between **9AM ET** and **2PM ET** are processed the same business day. Funds from incoming wire transfers are available the day the deposit is applied to the Deposit Account. Wire transfers are not processed on weekends or Federal Reserve Bank holidays.

Remittance Transfers. All international wire transfers will be routed by us through one of our correspondent financial institutions. Wires cannot be sent directly to financial institutions in a country other than the U.S. Domestic wire transfers will settle only in U.S. Dollars. International wires may be in a foreign currency if accepted at our discretion. You will be responsible to ensure that the proper foreign currency is available and may be obtained through us. International wires are considered Remittance Transfers under the U.S. Remittance Transfer Rule and require certain disclosure, cancellation, and dispute rights be provided to you at the time each international wire is requested. Remittance Transfer Rule requirements and timelines supersede any contradicting disclosure, cancellation, or dispute requirements set forth in this Agreement.

Special provisions of the federal Consumer Financial Protection Bureau's Regulation E govern certain outgoing electronic international transactions initiated by consumers that are defined as "Remittance Transfers." Included within the definition of a Remittance Transfer are wire transfers of funds from your Deposit Account that we may permit you to make under this Deposit Account Agreement to third parties who are located, or whose accounts are located, outside the United States. Among other things, this means that when you request a remittance transfer: (1) You will receive specific disclosures about the details of the requested transfer before you will be permitted to complete the transfer. (2) We will send you a special receipt containing additional information after you have made the transfer. (3) You have certain cancellation and refund rights in connection with these wires if you change your mind within 30 minutes after making payment and the funds have not already been picked up or deposited into the recipient's account. These rights are briefly summarized below. (4) You have certain rights if you suspect an error or problem with a Remittance Transfer. These rights are briefly summarized below. (5) Certain provisions of this Deposit Account Agreement, which limit our liability to you or make you responsible for losses in various circumstances, do not apply and our or your liability or responsibility is instead governed by the Regulation E Remittance Transfer rules. The Regulation E Remittance Transfer rules provide that if you give us the incorrect account number or recipient institution identifier, you could lose the transfer amount. (6) There may be provisions of this Deposit Account Agreement that are inconsistent with certain rights or responsibilities of you or us under the Regulation E Remittance Transfer rules. In the event of any such inconsistency, Regulation E will control and this Deposit Account Agreement will be deemed modified so as to be consistent with the Remittance Transfer rules, without affecting the validity of any other provisions of the Deposit Account Agreement.

If you want to cancel a Remittance Transfer: you have the right to cancel a Remittance Transfer and obtain a refund of all funds paid to us, including any fees. To cancel, you must contact us at support@firstcard.app within 30 minutes of making payment for the transfer. When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were to be sent. We will refund your money within three business days of your request to cancel a transfer, as long as the funds have not already been picked up or deposited into the recipient's account.

If you think there has been an error or problem with a Remittance Transfer: (1) Call us at (833) 401-0040 support@firstcard.app or (2) Write us at support@firstcard.app. You must contact us within 180 days of the date we promised that the funds would be made available to the recipient. When you do, please tell us:

- (1) Your name and telephone number or address;
- (2) The error or problem with the transfer, and why you believe it is an error or problem;
- (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address;
- (4) The dollar amount of the transfer; and
- (5) The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us, and we will correct any error promptly. 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 any documents we used in our investigation.

Please note that, because we utilize commercial wire systems to send these types of Remittance Transfers, they are not classified as “electronic fund transfers” under Regulation E, and accordingly, the additional consumer disclosures set forth in in this Deposit Account Agreement under the heading of “Electronic Funds Transfers Disclosures” do not apply. Please note also that domestic wires within the U.S. (both outgoing and incoming) and international wires into your Deposit Account are not subject to the Regulation E remittance transfer rules, and further, they are not subject to the “Electronic Funds Transfers Disclosures” disclosures.

H. Instant Payments

If enabled by Platform, you may fund your Deposit Account instantly using an eligible debit card (Instant Account Funding) or instantly transfer funds from your Deposit Account to an eligible debit card (Instant Push to Card). You will have to link the external debit card to the Deposit Account using the Platform App and provide such additional information requested on the Platform App regarding the transaction, and the external debit card must be enabled by the payment network for instant transfer services. These transactions operate through card networks (Visa Direct and Mastercard MoneySend). Cross-border transactions and credit cards are not eligible for Instant Account Funding or Instant Push to Card. Limits for Instant Account Funding and Instant Push to Card transactions are set forth below. These limits are subject to periodic review and to change based on your Deposit Account history, activity, Platform’s reviews and other factors. We reserve the right to allow you to conduct transactions in excess of the limits at any time without prior notice. Additional limits may be imposed by other financial institutions involved in Instant Account Funding and Instant Push to Card transactions that are outside of our control.

Transaction Type	Consumer Debit Card - Dollar Limit per Day	Consumer Debit Card - Dollar Limit per Transaction	Business Debit Card - Dollar Limit per Day	Business Debit Card - Dollar Limit per Transaction
Instant Account Funding	\$500	\$500	\$500	\$500
Instant Push to Card	\$500	\$500	\$500	\$500

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

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

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

I. Miscellaneous

Assignment. The Deposit Account and your obligations under this Deposit Account Agreement may not be assigned. We may transfer our rights under this Agreement.

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

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

Our Relationship with You under the Deposit Account Agreement. This Deposit Account Agreement and the relationship between you and the Bank under the Deposit Account Agreement is that of debtor and creditor, and we owe no fiduciary duty to you.

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

Right to Set Off; Security Interest. To the extent permitted by applicable law, if your Deposit Account balance becomes and remains negative, we can use the funds in any of your accounts with us to repay the negative balance in your Deposit Account without any further notice or demand. Moreover, to the extent permitted by applicable law, we have the right to set-off against any account you have with us, other than your Card Account, any liability, direct or contingent, past, present or future that you owe us, including, but not limited to, any such liability you owe us under this Deposit Account Agreement. You grant us a lien on and security interest in the funds on deposit in each of your Deposit Accounts as security for all of your liabilities and obligations to us, now or in the future. You may not grant a security interest in your Deposit Account to anyone other than us without our written agreement. You grant us a security interest in the Deposit Account to secure the Card Account as provided in the Security Agreement.

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

GENERAL TERMS

These General Terms are part of your Smart Card Agreement.

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

Negative Credit Reports. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations under the Smart Card Agreement. We may report information about your Card Account to credit bureaus. Defaults (including, but not limited to, payments not made within 21 days after Statement Date) on your Card Account may be reflected in your credit report.

Credit Reporting. If you believe that we have reported incorrect information about your Card Account or Deposit Account to a credit bureau, you should contact us by writing or email at the address stated in further below in these General Terms or included in your monthly periodic statement. To help us respond to your notification, you must include your Card Account number (or Deposit Account number), name, address, telephone number and the name of the consumer reporting agency reflecting the inaccurate information. You also need to provide an explanation of what and why you believe the information is inaccurate. We also may require you to send us supporting documentation. You understand that you also may contact the appropriate consumer reporting agency directly at the following address and toll-free number:

Equifax, P.O. Box 740241, Atlanta, GA 30374, 1.800.685.1111;

TransUnion, P.O. Box 1000, Chester, PA 19022, 1.800.916.8800; or

Experian, P.O. Box 2002, Allen, TX 75013, 1.888.397.3742.

Restricting Your Accounts; Blocking and Delaying Transactions. There are many reasons we may decline or prevent transactions to or from your Deposit Account or Card Account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your accounts in our sole discretion, as permitted by applicable law. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your Deposit Account, or charge or other transaction to your Card Account, or we may remove funds from your Deposit Account to hold them pending investigation, including in one or more of the following circumstances: (i) you maintain your Deposit Account at zero balance for at least 180 days; (ii) you attempt to use your Card Account or Deposit Account for business purposes; (iii) your Deposit Account or Card Account is involved in any legal or administrative proceeding; (iv) we receive conflicting information or instructions regarding account ownership, control or activity; (v) we suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s); (vi) we suspect that any transaction may involve illegal activity, including

violations of anti-money laundering laws and regulations, or may be fraudulent; (vii) we are complying in our sole judgment with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or (viii) we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

Legal Actions Affecting Your Smart Card Account. If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Deposit Account or Card Account (a “Legal Action”), we will comply with that Legal Action or, in our sole discretion, freeze the assets in your Deposit Account and not allow any payments out of your Deposit Account or use of the Card(s) until a final court determination regarding the Legal Action. We may take such actions with respect to your Deposit Account even if the Legal Action involves less than all of the funds in your Deposit Account. In these cases, we will not have any liability to you if there are insufficient funds to pay your items from your Deposit Account because we have withdrawn funds from your Deposit Account or in any way restricted access to your funds in accordance with the legal action, or if you cannot access your line of credit on the Card Account to pay transactions you have authorized with your Card Account. Any fees or expenses we incur in responding to any Legal Action (including attorneys’ fees and our internal expenses) may be charged to your Card Account or Deposit Account. The Fee Schedule may specify additional fees that we may charge for certain Legal Actions.

Attorneys’ Fees Resulting from Collection or Dispute. You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your Card Account or Deposit Account, others you have authorized to use your accounts, or a third party claiming an interest in your accounts. This also includes any action that you or a third party takes regarding the accounts that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute.

Customer Service. For customer service or additional information regarding your Card Account or Deposit Account, please contact us through the Platform or contact Platform at:

Phone: at (833) 401-0040

Email: support@firstcard.app

Hours. Customer Service agents are available to answer your calls:-

Eastern Time: Monday through Friday: 11:00 AM – 7:00 PM.

Central Time: Monday through Friday: 10:00 AM – 6:00 PM.

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

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

Business Days. For purposes of Smart Card Agreement and disclosures, our business days are Monday through Friday. Federal holidays are not included.

Legal Capacity. You or your appointed party, designee, or appointed individual agree to notify us promptly if you become legally incapacitated, are deemed incompetent, or die. We may continue to process transaction instructions into, from, and against your Deposit Account or Card Account until we: (a) are notified of your

death or adjudication of incompetency and (b) have a reasonable opportunity to act on that knowledge. You agree that, even if we have knowledge of your death, we may pay or process transactions on your accounts executed on or before the date of death for up to ten (10) days after that date unless ordered to stop payment or cancel the transaction by someone claiming interest in the applicable account. We may require additional documentation to confirm any claims made on the applicable account.

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

Platform and Bank Relationship. Platform is Bank's agent for some purposes and will be responsible for carrying out some of our responsibilities under this Smart Card Agreement as Bank's agent, including receiving notices from you, responding to any notices relating to questions or complaints concerning your Card Account or Deposit Account, and carrying out other responsibilities described in this Smart Card Agreement. Accordingly, where we are responsible for matters under this Smart Card Agreement, those matters may be handled either by Platform or by Bank directly.

We do not endorse or guarantee the products and services offered by Platform, and we assume no liability for the Platform's products and services, except for those services expressly provided for in this Smart Card Agreement. You understand that Platform and Bank are not partners, affiliates, or joint venturers with each other. Nothing in this Agreement is intended to be read or understood as making Platform and Bank partners, affiliates or joint venturers or impose any liability as such on either of them. Unless otherwise expressly stated in this Agreement, Platform has no authority to act or represent us in any way. We provide the services under this Smart Card Agreement in part through one or more service providers, including Platform. You agree that Platform and any other such service providers are third-party beneficiaries of this Smart Card Agreement, which means they can enforce the Smart Card Agreement against you.

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

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

We will have no liability for acting on instructions from you, or instructions we believe in good faith to be from you. We will have no liability for declining to act on instructions whose authenticity or accuracy cannot be verified to our satisfaction, or for not acting on instructions not actually received. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we and our affiliates contract in order to offer your accounts and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to your accounts, any products or services purchased using the

accounts, or this Smart Card Agreement (as well as any related or prior agreement you may have had with us).

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

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

You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with an account. This section shall survive termination of this Agreement.

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

Amendment. Except as otherwise required by applicable law, we may amend or change the terms and conditions of the Smart Card Agreement at any time by posting the amended Smart Card Agreement on the Platform App, and any such amendment will be effective upon such posting to the website. You will be notified of any amendment(s) in the manner provided by applicable law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, we may implement it without prior notice.

Non-Waiver. If you or we excuse each other from complying with any part of this Smart Card Agreement, this will not waive compliance by the excused party on any other occasion, notwithstanding the number of previous excusals or their duration. A party may not rely justifiably upon the other party's past forbearance to vary present or future rights, obligations or performance under this Smart Card Agreement.

Severability. Any provision of this Smart Card Agreement that limits our liability does not negate our duty (if any) under applicable law to act in good faith and with ordinary care. If any provision of this Smart Card Agreement is determined to limit our liability in a way prohibited by applicable law or to be otherwise invalid, illegal, or unenforceable for any reason, that provision shall not invalidate or render unenforceable any other provision of this Smart Card Agreement.

Governing Law. Except to the governed by federal law, this Agreement shall be governed by the laws of the State of Oklahoma. Use of the Deposit Account and Card Account is subject to all applicable rules and customs of any clearinghouse or other association governing your account or any transactions.

You May Close Your Accounts. You may request to close your Card Account and Deposit Account at any time for any reason. In that regard, you must close both your Card Account and Deposit Account. You cannot close only one of them.

We are not required to close your accounts at your request under any of the following conditions: if you have pending transactions on either account, your Deposit Account is overdrawn, your Deposit Account balance is securing an outstanding Card Account Balance, or your Deposit Account is subject to fraud investigation. In those cases, we will restrict your accounts against all future withdrawals and other transactions until all pending transactions are processed, posted, and paid or returned, the balance on your Deposit Account is no longer negative, there is no outstanding Card Account Balance on any of your Card(s), and all investigations have been successfully completed to our satisfaction with no adverse findings. We also are not required to close your accounts at your request if your Deposit Account is subject to a hold or legal process (such as a garnishment, attachment, execution, levy or similar order), and we will restrict your accounts until any hold or legal restriction on your accounts has been released. To close your Deposit Account and terminate this Agreement, please contact us through Platform at the customer service contact information set forth above in these General Terms.

We May Close Your Accounts. We may also close your Card Account and Deposit Account at any time, for any reason or no reason, with or without prior notice to you. If we close your accounts, we will close both of them. We will have no liability for any action we take to close your accounts. You understand and acknowledge that even after executing the Smart Card Agreement and opening a Card Account and Deposit Account, we have the right to close your accounts and terminate this relationship, and you will have no right to compel us to grant access to our services, either initially or after accounts are opened. If you terminate your relationship with Platform, we will automatically close the accounts.

Rules for Closing Your Accounts. We may restrict your accounts in preparation for closing. As we do so, we will not pay any interest on your Deposit Account, and we may limit deposits to, or withdrawals from, your Deposit Account. We may prohibit further transactions on your Card(s). Items presented for payment from your Deposit Account may be dishonored. When you close your accounts, you are responsible for leaving enough money in your Deposit Account to cover any outstanding items to be paid from your Deposit Account. We will not be liable for any loss or damage that may result from not honoring any items we receive after your Deposit Account is closed. We may send you written notice that we have closed your accounts. We will return the available balance, if any, in your Deposit Account less any outstanding unpaid Card Account Balance (until you have paid it off or we have collected such amount in accordance with the Smart Card Agreement and applicable law) and fees, claims, setoffs, and other amounts you owe us, by check sent to you by mail to your address on file associated with the Deposit Account, or by an electronic transfer to any Linked External Bank Account. Allow at least fourteen (14) days for processing of any such balance return. You agree that we require a reasonable amount of time to make your cancellation effective after you give us notice of cancellation. All cards and Linked External Accounts will be disconnected and no longer available to use in connection with the Deposit Account. Your cancellation of this Smart Card Agreement will not affect any of our rights or your obligations arising under the Smart Card Agreement prior to the effective date of your cancellation. The Smart Card Agreement will survive the closing of your accounts and you are still responsible for obligations incurred prior to or in connection with the closing of your accounts. After your accounts are closed, we have no obligation to accept deposits from you to your Deposit Account or pay any outstanding transaction requests on your Deposit Account or Card Account, but we may reopen your Deposit Account if we receive a deposit.

SECURITY AGREEMENT

This Security Agreement is part of your Smart Card Agreement.

"You", "Your" "Account holder" and "Cardmember" means any person who executes this Security Agreement by signing below. "We", "us", "our", and "Bank" means Regent Bank, Firstcard, Inc., our successors, affiliates, or assignees. You also have agreed with us to the other terms of the Smart Card Agreement. "Card" means the Smart Card issued to you by us pursuant to the Smart Card Cardmember Agreement ("Cardmember Agreement"). "Deposit Account" means the deposit account provided to you by us pursuant to the Deposit Account Agreement. Please keep a copy of this Security Agreement for your records.

Our Security Interest in Your Deposit Account. You hereby grant to us, as of the date you enter into this security agreement (the "Security Agreement"), a security interest in all right, title and interest in the Deposit Account identified in this section and all funds deposited therein (the "Collateral"), now owned or hereinafter acquired (the "Security Interest"), to secure your performance under the Cardmember Agreement, including your duty to pay us for all obligations you owe us under the Cardmember Agreement, present or hereinafter occurring, when payments are due, for every transaction made with your Card.

Our Remedies Upon Default. After the occurrence and during the continuance of an event of default under the Cardmember Agreement, we may exercise from time to time all of the rights and remedies of a secured party under Article 9 of the Uniform Commercial Code or other applicable law and all other legal and equitable rights and remedies to which we may be entitled, all of which rights and remedies shall be cumulative and in addition to any other rights or remedies contained in the Smart Card Agreement or any other agreement. Without limiting the generality of the foregoing, if an event of default exists, we may: (a) declare all or any of the obligations under the Cardmember Agreement to be immediately due and payable; (b) take immediate possession of the Collateral; (c) sell or otherwise dispose of all or any Collateral at public or private sale or sales in lots or in bulk, all as we deem advisable, or realize on Collateral through direct collection, to the extent permitted by applicable law; and (d) exercise any other rights or remedies available at law, in equity or by agreement. You agree that, to the extent prior notice is required by applicable law, at least 10 days' prior written notice to you of the date of any public foreclosure sale, or the date after which any private foreclosure sale may occur, shall be reasonable notice thereof, unless applicable law requires additional prior written notice, and that any such sale may be at such locations as we may designate in such notice. All public or private foreclosure sales may be adjourned from time to time by giving oral notice thereof at the time and place of such sale or in such other manner permitted by applicable law. We shall have the right to sell or otherwise dispose of any Collateral for cash, credit or any combination thereof, and we may purchase all or any part of the Collateral at any public sale or, if permitted by law, any private sale. The proceeds realized from any sale of any Collateral may be applied to the Card Account Balance.

YOU MAY LOSE FUNDS IN YOUR DEPOSIT ACCOUNT. Unless required by applicable law, we do not have to give you any prior notice to apply the funds in your Deposit Account or its proceeds to satisfy your obligations for the Card Account Balance under the Cardmember Agreement. We may exercise our rights to the Security Interest in addition to any other rights we have under applicable law or the Smart Card Agreement. The application of your funds in the Deposit Account to the Card Account Balance and any other amounts you owe under the Smart Card Agreement will not affect your obligation to pay us in full. You are responsible for the repayment of all amounts you owe us under the Smart Card Agreement.

You irrevocably and unconditionally give us possession and control over the Deposit Account. You must take any action we request to perfect or protect our first lien position Security Interest in the Deposit Account. You waive the benefit of any homestead or other exemptions in the Deposit Account. The Security Interest will be governed by Article 9 of the Uniform Commercial Code (as adopted by the applicable state law) whether Article 9 applies by its terms or not. You expressly agree that our rights under this Security Agreement extend to any electronically deposited federal or state benefit payments (including Social Security benefits) to the extent permitted by law. If you do not want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits. You agree to hold us harmless from any claim arising as a result of our exercise of our right to the Security Interest.

Legal Proceedings. You represent that there are no current lawsuits or bankruptcy proceedings that might affect our interest in your Deposit Account, and that you have not and will not attempt to transfer any interest in your Deposit Account to any other person or offer your Deposit Account as collateral or security for any other obligation. If any other person seeks to attach your Deposit Account, for example by legal garnishment, execution, or levy, you agree that we may deem all amounts you owe us, including any unpaid Card Account Balance (as defined in your Cardmember Agreement), immediately due and payable and exercise our right to the security interest in the Deposit Account as an event of default under the Cardmember Agreement. If we must hire an attorney to defend or enforce our rights under the Security Agreement, you will pay our reasonable attorneys' fees and court costs, unless prohibited by applicable law.

OPTIONAL AUTHORIZATION FOR AUTOMATIC PAYMENTS

This Optional Authorization for Automatic Payments, if authorized, is part of your Smart Card Agreement.

Definitions. As used in this Optional Authorization for Automatic Payments (this "Authorization") the words "You", "Your" and "Cardmember" means the person who has signed the Authorization. The words "we," "us," "our," and "Bank" means Regent Bank, Firstcard, Inc, our successors, affiliates, or assignees. "Card" means the Smart Card issued by us to you under the "Smart Card Cardmember Agreement ("Cardmember Agreement"). "Deposit Account" means the deposit account provided to you by us pursuant to the Deposit Account Agreement.

Background. We have extended you a Card and Card Account pursuant to the Cardmember Agreement. That transaction is governed by the terms of your Smart Card Agreement, which includes your Cardmember Agreement. This Authorization is optional and is not a condition to us entering into the Smart Card Agreement and extending you credit.

Authorization for Automatic Payments. You hereby authorize us to initiate a debit against your Deposit Account in the full amount of the Card Account Balance (as described in your Cardmember Agreement) at the same time we make your monthly periodic statement available to you on the Platform.

Revocation. You understand and acknowledge that you may revoke this Authorization by notifying us at Customer Service using the contact information set forth in the General Terms of the Smart Card Agreement in such time as to afford us a reasonable opportunity to act on it. If you revoke this Authorization, you promise to timely pay us using an alternative payment option that is made available to you in the Cardmember Agreement.

Erroneous Amounts. If the amount of any such debit is more than an amount authorized in your Cardmember Agreement and is paid from your Deposit Account, you authorize us to initiate a credit to your Deposit Account in the amount by which the payment exceeded the authorized amount.

Range of Varying Amounts. The amount of each debit will be equal to an amount between \$0 and the Card Account Balance on your monthly periodic statement at the end of each billing cycle. The amount of your Card Account Balance is available on the Platform at any given time and will be provided on your monthly periodic statement. For any electronic debit outside of this specified range, we will send you a notice. By agreeing to the terms of this Authorization you choose to only receive notice when an electronic debit amount falls outside the range specified.

Full Force and Effect. This Authorization will remain in full force and effect until we have received notification from you of its termination in such time and in such manner as to afford us a reasonable opportunity to act on it.

Insufficient Funds. If the amount of funds in your Deposit Account is insufficient to pay off your Card Account Balance for any reason, we may attempt additional debits to your Deposit Account to satisfy the Card Account Balance until your Card Account Balance is paid in full.

Optional Debit Authorization. PLEASE NOTE THAT THIS AUTHORIZATION IS NOT A REQUIREMENT TO ENTER INTO A SMART CARD AGREEMENT WITH US. THIS AUTHORIZATION IS FOR YOUR CONVENIENCE IN PAYING THE CARD ACCOUNT BALANCE EACH MONTH. YOU SHOULD RETAIN A COPY OF THIS AUTHORIZATION FOR YOUR FILES.

Signature:

Date:

ARBITRATION AGREEMENT

This Arbitration Agreement is part of your Smart Card Agreement.

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

- a) Agreement to Arbitrate. Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Smart Card Agreement; ii) the Card, Card Account, Deposit Account or our services; iii) your use of the Card, Card Account, Deposit Account or our services; iv) the amount of credit available on the Card Account or the amount of funds held or available in the Deposit Account; v) advertisements, promotions or oral or written statements related to the Card, Card Account, Deposit Account or our services; vi) the benefits related to the Card, Card Account, Deposit Account or our services; or vii) transactions made using the Card, Card Account, Deposit Account or our services, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). The arbitration shall occur in California.
- b) ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.
- c) For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org.
- d) All determinations as to the scope, interpretation, enforceability and validity of the Smart Card Agreement shall be made exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.
- e) NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.
- f) This arbitration provision shall survive: i) the termination of the Smart Card Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Card Account and Deposit Account, or any amounts owed on your accounts, to any other person or entity; or iv) closing of the accounts. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.
- g) IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, YOU MUST NOTIFY PLATFORM WITHIN SIXTY (60) DAYS FROM THE DATE YOU ENTER INTO THE SMART CARD AGREEMENT AT SUPPORT@FIRSTCARD.APP TO CLOSE THE ACCOUNTS AND REQUEST A REFUND, IF APPLICABLE.
- h) Costs of Arbitration. You and we will be responsible for paying the fees of the arbitrator and any administrative fees charged by the arbitrator according to the rules and procedures of the arbitrator. We will also pay or reimburse you for all or part of other arbitration fees, if the arbitrator

determines there is good reason to do so, and we will pay any fees and costs, which we are required to pay by law or by the rules and procedures of the arbitrator. In addition, in the event that you receive an arbitration award that is greater than our last written settlement offer, the arbitrator shall have the discretion to require us to pay your attorneys' fees and costs. Otherwise, each party will bear its own attorneys' fees and costs, regardless of who prevails, except as otherwise awarded by the arbitrator in accordance with applicable law.

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