

## **Cleo Consumer Deposit Account Agreement**

***Last Updated: September 25, 2025***

Please read this Cleo Deposit Account Agreement (the “Agreement”) carefully and retain it for your future reference. This Agreement contains the general terms, conditions and disclosures related to the demand deposit account (the “Account”) made available to eligible consumers by Cleo AI Inc (“Program Partner”), the program partner responsible for managing the Account program, in partnership with Thread Bank, a bank chartered under the laws of the State of Tennessee (the “Bank”).

When you see the words “we,” “us,” or “our” in this Agreement, it refers to the Bank any of the Bank’s affiliates, successors, or assignees. When you see the words “you” or “your,” the individual who opens an Account and in whose name an Account is maintained on our records, and any joint owner of each Account. “Account” means your consumer demand deposit account with us.

By opening and continuing to hold an account with us, you agree to be bound by this Agreement and are establishing a deposit account at Thread Bank. Your deposits qualify for up to \$3,000,000 in FDIC insurance coverage when placed at program banks in the Thread Bank deposit sweep program. Your deposits at each program bank become eligible for FDIC insurance up to \$250,000, inclusive of any other deposits you may already hold at the bank in the same ownership capacity. You can access the terms and conditions of the sweep program at <https://thread.bank/sweep-disclosure/> and a list of program banks at <https://thread.bank/program-banks/>. Please contact [customerservice@thread.bank](mailto:customerservice@thread.bank) with questions on the sweep program.

**IMPORTANT NOTE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTIONS AND YOUR RIGHT TO A JURY. THE TERMS OF ARBITRATION AND THE WAIVER APPEAR IN THE SECTION OF THIS AGREEMENT TITLED “ARBITRATION AND WAIVERS” BELOW.**

## **1 Account Overview**

### **1.1 How to Contact Us**

You may contact us with any questions or concerns regarding your Account, including to access your statements and transaction history. All communication between you and us will be handled by the Program Partner.

The best way to contact us is through email at [team@meetcleo.com](mailto:team@meetcleo.com). You may also contact us by using our Chat feature. Chat support is available on the Cleo Mobile App, 24 hours/day, 7 days/week. You can download the Cleo App via the Apple App Store and Google Play.

For disputes and for MLA disclosures, please email us at [team@meetcleo.com](mailto:team@meetcleo.com).

### **1.2 Type of Account and Eligibility**

The Account is a non-interest-bearing demand deposit account used to hold your deposits and make certain types of payments and transfers. When we receive the funds that you deposit to your Account, the funds will be held and accounted for so as to be insured by the Federal Deposit Insurance Corporation (“FDIC”), subject to applicable limitations and restrictions of such insurance. To open an

Account, you must be a United States citizen or lawful permanent resident, or a pre-approved non-resident alien, have a physical address within the fifty (50) United States, the District of Columbia, or a U.S. territory or a military address (APO or FPO), be at least 18 years of age, and have a valid Social Security Number or Tax Identification Number. Other eligibility requirements may apply and non-resident aliens will be subject to enhanced due diligence requirements and Know Your Customer deliverable obligations. This Account is only available to individuals for personal, family or household purposes and may not be opened by a business in any form or used for business purposes.

We may set such eligibility criteria or decline to open an Account for any reason permitted by law and at our sole discretion. We are not liable for any Losses (as defined below) resulting from refusal of an Account relationship. We may also limit the number of Accounts that you have in our sole discretion. Your Account is subject to security and fraud prevention restrictions at any time, with or without notice.

You may only withdraw money from this account in the manner(s) described in Section 3.5 of this Agreement. We are unable to accept cash deposits, or any other type of deposit to the account outside of direct deposit. For further information please see Section 3, "General Rules Governing your Account."

### **1.3 Online or Mobile Access To Your Account**

When you open an Account, you may also be enrolled in an online banking service or mobile application (collectively, "Online Banking Services") offered by the Program Partner that you can use to access your Account, view information about your Account and conduct certain transactions. You may also be given access to various features through the Online Banking Services separate from your Account. If you cancel your enrollment in the Online Banking Services at any time, we may close your Account as detailed below.

Unless otherwise specified in this Agreement, the Online Banking Services and its features are governed by the Program Partner's additional terms of service and other agreements, as well as the Program Partner's privacy policy, which may be provided to you separately or made available through the Program Partner's website, <http://meetcleo.com>. Please review these documents carefully because by using the Online Banking Services, you agree to be bound by them. These services are not provided or controlled by the Bank or this Agreement.

### **1.4 Paperless Account**

To open an Account, you must agree to go "paperless." This means that you must (a) provide us with and continue to maintain a valid email address and (b) accept electronic delivery of all communications that we need or decide to send you in connection with your Account by agreeing to the Program Partner's [ESIGN agreement](#).

### **1.5 Titling and Ownership of Accounts**

The Account may only be owned in the name of one person who may make deposits and transfer or withdraw funds. The Account cannot be owned or titled as a joint account, trust account, a Uniform Transfers to Minors (UTMA) account or a Payable-On-Death (POD) account.

### **1.6 How To Open an Account**

You may open an Account by downloading the Cleo mobile application and following the instructions within the application.

Each person completing the Account opening process or otherwise completing any Account opening requirements represents and warrants that he, she or they:

- Are authorized to execute all documents or otherwise complete our requirements in his, her or their stated capacity;
- Have furnished all documents or other information necessary to demonstrate that authority;
- Will furnish other documents and complete other requirements as we may request of him, her, or them;
- Certify that, to the best of his, her or their knowledge, all information provided to us is complete and correct; and
- he, she, or they have read this Agreement and agree to be bound by and comply with its terms.

We may refuse to recognize any document affecting the Account that appears to us to be incomplete, improperly executed, or fraudulent.

**Important information about procedures for opening a new Account:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information identifying each person who opens an Account. This means that when you open an Account, we will ask for information that allows us to identify you, including your name, legal address, Social Security Number or Tax Identification Number, date of birth and other information that will allow us to identify you. We also may ask for a driver's license or other identifying documents for account owners.

## 1.7 Minimum Deposits and Balances

To open an Account, you need to authorize a direct deposit payment from your payroll provider and or employer. There is no minimum balance you need to maintain in your Account.

## 1.8 Interest Disclosures

This Account is not interest-bearing. No interest will be paid on this Account.

## 1.9 Power of Attorney and Attorneys-In-Fact

We may allow you to give another person (known as an "attorney-in-fact") power of attorney to act on your behalf for your Account. You must obtain written approval from us before we will honor any power of attorney. Email us at the email address specified above for approval if you plan to create a power of attorney. Please be aware that it may take up to two (2) weeks for us to review your request. If approved, we will honor orders and instructions from your attorney-in-fact until (a) we receive a written revocation from you; (b) we are notified that you or your attorney-in-fact have died or become incapacitated; or (c) we terminate our acceptance of the power of attorney. We may terminate our

acceptance at any time, for any reason and without notice to you, and you will not hold us liable for any Losses (as defined below) that may result from such action.

### **1.10 Death or Incapacitation**

You agree that if we receive notification or if we have reason to believe that you or any Authorized User has died or become legally incapacitated, we may place a hold on your Account and refuse all transactions until we know and have verified the identity of your heir, devisee or successor. Until we receive notice and any required proof of death or incapacitation, we may continue to accept deposits and process transactions to your Account. Your estate will be responsible for repaying us for any tax liability resulting from payment of your account balance to your estate. You will hold us harmless for any actions we take based on our reasonable belief that you have died or become incapacitated. If certain payments originating from government entities are deposited into your Account after your death, we may be required to return those payments to the originator upon notice.

### **1.11 Our Relationship With You**

By opening an Account, we are establishing an Account relationship with you and committing to act in good faith and to the exercise of ordinary care in our dealings with you as defined by the Uniform Commercial Code as adopted by the State of Tennessee. This Agreement and the Account relationship do not create a fiduciary relationship or any other special relationship between you and us.

### **1.12 Third-Party Service Providers**

We work with one or more third-party service providers, including Unit Finance Inc. ("Unit") and the Program Partner, in connection with your Account. You acknowledge that we, in our sole discretion, may use such third-party service providers to fulfill any of our obligations under this agreement, including by performing functions that you have otherwise authorized us to perform, such as processing transactions, handling account operations including account set-up, transaction monitoring, and customer support, and providing technological connection to the Program Partner and the Bank. Each of these third-party service providers may in turn use their own third-party service providers, at our discretion.

### **1.13 Confidentiality and Our Privacy Policy**

Information about your Account and your transactions is collected by and shared between us, Program Partner, and Unit. To the extent this information relates to a particular individual, this information is used and disclosed by each Party according to their published privacy policy.

- Bank: <https://files.thread.bank/privacy-policy.pdf>
- Program Partner: <https://web.meetcleo.com/page/privacy-notice>
- Unit: <https://www.unit.co/privacy-policy>

### **1.14 Cell Phone Communication**

Program Partner may contact you via phone, including by sending you text messages, about any current or future accounts or applications or its products and services generally. To exercise any rights you may have to opt-out or withdraw consent from receiving certain of these communications, please contact Program Partner at [team@meetcleo.com](mailto:team@meetcleo.com). Please note that if you do not exercise your opt-out rights or withdraw consent you have consented to these communications.

### **1.15 Our Business Days**

Our business days are Monday through Friday, excluding federal holidays and Tennessee state banking holidays.

## **2 Your Account Responsibilities**

We strive to keep your Account secure and provide you with tools and services to help you manage your Account. However, there are certain things you should do to protect your Account and your funds.

### **2.1 Notify Us If Your Information Changes**

You must notify us immediately if there is a change to your name, the names of any individual or Authorized User with access to your Account, telephone number, legal address, email address or any other information you have provided us so that we can continue to provide you with statements and important notices concerning your Account.

### **2.2 Keep Track of Your Transactions and Available Balance**

It is important that you keep track of your transactions and the funds in your Account that are available for you to use ("Available Balance") by reviewing your transaction history. It is also important to understand that your Available Balance may not reflect transactions you have authorized that have not yet been presented to us for payment.

You are also responsible for reviewing your Account statements as they are made available to you for errors or unauthorized activity. If you identify an error or unauthorized activity, you must notify us promptly to avoid losing your money. Please refer to the applicable sections below for information concerning errors and unauthorized activity.

### **2.3 Protect Your Account Information**

It is important that you protect your Account information to prevent unauthorized transactions and fraud. Keep your Account number and statements secure at all times, and be careful about who you share this information with. If the Program Partner provides you with access to Online Banking Services, make sure to also keep your computer or mobile device secure at all times and avoid accessing the Online Banking Services when others can see your screen.

If your Account number, mobile device or Online Banking Services login credentials are lost or stolen, notify us immediately to keep your losses to a minimum. Please refer to Section 4.6 for information and applicable deadlines for notifying us of losses or theft.

### **3 General Rules Governing Your Account**

You understand that any payment instruction or activity performed using any Online Banking Services provided to you by the Program Partner will be deemed authorized by you and valid and we are under no obligation to investigate the instruction or activity.

#### **3.1 Deposits Into Your Account**

You may make deposits into your Account using any of these methods described below. We do not charge you any fees for making deposits.

<b>Deposit Method</b>	<b>Limitations for Your Account</b>
Direct Deposits*	\$10,000 a day
* The recipient's name on any direct deposit must match the name on the Account or the deposit may be returned to the originator. Direct deposit is the deposit of funds electronically into your Account.	

**We do not accept cash deposits in any manner, including but not limited to via mail, or paper check or foreign currency deposits.** We are not liable for deposits of any kind that you mail to us, including if it is lost in transit, lost in the mail, or otherwise not received by us.

- **Cash:** If you mail us a cash deposit, we will send the cash back to you.
- **Paper Checks:** If you mail us a paper check, including a personal or business check, money order, or cashier's check, we will destroy the check in accordance with our sensitive/confidential information handling procedures or return it to you without depositing. We do not accept paper checks for deposit.
- **Foreign Currency:** We do not accept any deposits in foreign currency. Any deposits received in foreign currency, whether in the form of cash or check, will be sent back to you.

We will send all items back to the address we have for you and we are not liable if you do not receive the items.

You may only deposit with us funds that are immediately available, which under applicable law are irreversible and are not subject to any lien, claim or encumbrance.

For more information about deposits and when funds from a deposit will be made available to you, please refer to the applicable section below.

#### **3.2 Authorization for Cash Advance Repayment and Subscription Payment**

The direct deposit feature is offered as part of our subscription service. When you sign up for the Cleo direct deposit feature you also have the option to apply for a higher cash advance (“Boost.”) You may only qualify for Boost if you meet our cash advance eligibility criteria each time you apply. If you apply for a cash advance and meet our eligibility criteria, your cash advance will be deposited into your Account and repayment will be taken from your next direct deposit. If you do not wish for your repayment to be taken from your direct deposit, you may contact us at team@meetecleo.com. If we are, for any reason, unable to take repayment from your direct deposit we will attempt to take repayment from your connected bank account.

In addition, your Cleo subscription payment(s) may be taken from your Account.

### 3.3 Our Funds Availability Policy

It is our policy to make deposits made to your Account each business day available for withdrawal according to the table below. The end of the business day is referred to as the “deposit cut-off time”. If you make a deposit before our cut-off time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off time or on a day we are not open, we will consider the deposit to be made on the next business day that we are open.

If you make a deposit via...	The cut-off time is...	And those funds are available...
Direct deposit	3:00 PM ET	Same business day

The availability of funds transferred to your Account from a connected bank account held by another financial institution follow different rules. Please refer to the section below on connected accounts for more information.

### 3.4 Problems that Could Occur With Deposits

If a direct deposit to your Account is returned or rejected for any reason, or if there is an error or mistake involving a deposit, we may deduct the amount of the deposit, transfer, or error without prior notice to you. If there are insufficient funds in your Account at the time, your Account may become overdrawn. Please refer to the section below concerning overdrafts for more information.

### 3.5 Transfers To or From Two Accounts You Have With Us

We may permit you to transfer funds from one Account in your name to another account in your name held by us that is managed by the Program Partner (an “internal transfer”). If we allow such transfers, there are no limits on the number of internal transfers you may make, and internal transfers are immediately available.

### 3.6 Withdrawals From Your Account

You may make withdrawals from your Account in only the scenarios described below, using the methods described below. We do not charge you any fees for making withdrawals from this Account.

Withdrawal Scenario	Withdrawal Method	Limitations for Your Account
Transfer to the security deposit account associated with your Cleo Credit Builder Card	Automatic payment to Cleo Batch Account within 72 hours of receipt of funds*	\$25,000/month
Withdrawal to Cleo AI to cover outstanding cash advance repayments and subscription fees	Automatic payment to Cleo AI within 24 hours of receipt of funds	No limit
*Funds will be deposited from the Cleo batch account into your Cleo Credit Builder Card Security Deposit within 72 hours		

The cut-off time for both inbound and outbound transfers is 3:00 PM ET. Withdrawal requests received on a business day before the cut-off time will be considered initiated on that day. Withdrawal requests received after the cut-off time, or on a day that is not a business day, will be considered initiated the following business day that we are open.

You cannot withdraw funds by check, and we do not permit you to create checks drawn on your Account.

Before permitting a withdrawal or other transaction, we may request that you provide us with additional information or documentation that we deem necessary to confirm your identity or to prevent illegal activity. We may refuse the transaction if you do not comply with our request.

### 3.7 No Illegal Activity, Internet Gambling and Right to Refuse Transactions

You must not use your Account for any illegal purposes or, regardless of whether it is legal or illegal, for online gambling of any sort, including any betting transaction, purchase of lottery tickets, casino chips, or off-track betting and wagering. We may deny any transaction or refuse to accept any deposit that we believe is related to illegal activity, online gambling or for any other reason at our discretion. However, in the event that a charge or transaction described in this section is approved and processed, you will still be liable for the charges.

### 3.8 Funds Transfer Services

Funds transfers to or from your Account will be governed by the rules of the funds transfer system(s) through which the transfers are made ("system rules"), including Fedwire, the National Automated Clearing House Association ("NACHA"). We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the Financial Crimes Enforcement Network ("FinCEN"). For additional information on electronic fund transfers generally, see below.

If your Account receives incoming ACH transactions (either credits or debits) or wire transfers initiated from within or outside of the United States, both you and we are subject to the Operating Rules and Guidelines of NACHA, or the rules of any wire transfer system involved, and the laws enforced by OFAC.



Under such rules and laws, we may temporarily suspend processing of a transaction for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting and/or availability of funds.

We reserve the right to temporarily suspend, block or reject the processing of any transaction, to freeze or block certain funds or the full balance of any Account, account owner, account beneficiary, or Authorized User (each, a “Restricted Person”), in each case to the extent we deem reasonably necessary to comply with any notice, order, regulation, rule, requirement or restriction issued or promulgated by OFAC (collectively, the “OFAC Rules”). To comply with OFAC Rules, we may temporarily suspend processing of a transaction or the availability of a balance for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting and/or availability of funds. If we determine there is a violation or potential violation of the OFAC Rules, or if we cannot satisfactorily resolve a suspected or potential violation, we may reject such transaction or freeze or block the subject funds or full balance of any Account or Restricted Person. If we block the subject funds and you believe you have adequate grounds to seek the return of any blocked funds, it is your sole responsibility to pursue the matter with the appropriate governmental authorities. Please see the OFAC website for procedures and form required to seek a release of blocked funds.

You also will observe all anti-money laundering and exchange control laws and regulations, including economic and trade sanctions promulgated by OFAC, in relation to any funds transfer, and you will use all reasonable efforts to assist us to do likewise. You warrant that the information given to us by you is accurate. We may disclose any information given to us that we in our sole discretion think necessary or desirable to disclose; except we will only disclose confidential information if required by law, a court, or legal, regulatory, or governmental authority, or as permitted by law to combat, prevent, or investigate issues arising under anti-money laundering laws, economic sanctions, or criminal law.

Sometimes legal, regulatory, or governmental authorities require additional information, either in respect of individuals, entities, or particular transactions. You warrant that you will promptly supply all such information, which any such authority may require, and/or which we may be required to supply, in relation to the individual, entity, or particular transaction.

If you, or your Authorized User, breach any such laws or regulations, you irrevocably agree that we may retain any monies or funds transmitted to us pursuant to this Agreement and/or not fulfill any funds transfer request if we are required to take or refrain from such action by any legal, regulatory, or governmental authority or if we reasonably believe that such action may violate any laws or regulations described herein, and such monies will not bear interest against us. You further agree that we may pay such monies to the appropriate legal, regulatory, or governmental authority, when required by law or regulation.

### **3.9 Statements**

Statements will be available in the Cleo Application, as long as your Account is active. You will receive a statement monthly as long as you have transactions on your Account during the statement period. If there were no transactions on your Account, we may not provide you with statements or may provide you with statements on a less frequent basis. You will not receive paper statements.

### **3.10 Errors On Your Account and Limitations of Liability**

You will carefully review your statements for your Account and will promptly report to us any errors or unauthorized activity by email at the address indicated above within sixty (60) days after we make the statement available to you. Unless otherwise specified in this Agreement or required by law, if you do not provide us with timely notice of an error or unauthorized activity, we will deem our records concerning your Account and all cards to be correct and we will not be liable to you for any Loss you suffer relating to the error or unauthorized activity. You further agree that we may debit or credit your Account at any time and without notice to you to correct an error or address unauthorized activity.

Please refer to the relevant section below for additional information concerning errors and unauthorized transactions involving electronic fund transfers and related limitations of liability.

### **3.11 Overdrafts, Nonsufficient Funds and Negative Balances**

We do not permit you to overdraw your Account. If the Available Balance in your Account is not sufficient to cover any transaction you have authorized, we may return the transaction or refuse to process the transaction. However, there may be instances where your Account can still go into the negative, such as if a deposit you make is returned. You must make a deposit immediately to cover any negative balance. If your Account has a negative balance for sixty (60) calendar days or more, we may close your Account. Any deposits made on or after the account closure date, due to a negative balance, may be returned or rejected.

### **3.12 Closing Your Account and Account Suspensions**

You can close your Account at any time and for any reason within the Cleo App or by contacting our customer support team at the contact provided above. We reserve the right to refuse your request if you have a negative balance on your Account. As laid out in the cancellation process, you should cease any direct deposits you have set up to transfer money into the account before you can close your account. We may also suspend or close your Account, or suspend or disable any service or feature of your Account, at our discretion with or without notice. This includes if we believe you are using your Account for fraudulent or illegal purposes or in violation of law or regulation, this Agreement, any other agreement you may have with us or Unit, if multiple transactions are returned on your Account, or if you otherwise present undue risk to us or Unit.

We may also close your Account if you have not made any deposits or withdrawals from your Account in over ninety (90) days. After sixty (60) calendar days have passed from the last transaction, we will issue a notice informing you that your Account will be closed in thirty (30) days unless you conduct a transaction before the end of the thirty-day timeframe. An unfunded Account is an Account that is opened, and no deposits are made for sixty (60) calendar days. A notice will be provided after thirty (30) days, notifying you that your Account will be closed unless a deposit is made within thirty days from the date of the notice. You may also contact us as set forth in the "How to Contact Us" section of this Agreement to avoid account closure.

In addition, canceling your enrollment in the Online Banking Services with the Program Partner will result in our closure of the Account and our return of your funds. Please refer to the agreement governing your Cleo Credit Builder Card for details of the card cancellation process. Any funds remaining will be returned by ACH transfer to another bank account provided by you during the cancellation process. The return of these funds can take up to 45 days. If you cancel your Cleo Builder Subscription, you may not add funds to your Security Deposit during your pending state of cancellation. Any funds

received into the Account during the cancellation process will be held in the Account before being transferred to the bank account you nominate during the cancellation process.

If your Account is closed with a balance greater than \$1.00, you authorize us to return any funds you may have in the Account to you by check to the address we have on file or via ACH transfer to another bank account you have previously linked to Cleo. We reserve the right not to return the funds to you if the balance in your Account is \$1.00 or less.

We are not responsible to you for any damages you may suffer as a result of the closure or suspension of your Account. The closure of your Account or termination of this Agreement does not impact any right or obligation that arose prior to closure or termination, or any right or obligation that, by its nature, should survive termination (including all indemnifications obligation by you, our limitations of liability, and all terms governing arbitration).

### **3.13 Dormancy, Inactivity and Unclaimed Property**

State law and our policy govern when your Account is considered dormant. Your Account is usually considered dormant if you have not accessed your Account, communicated to us about your Account or otherwise shown an interest in your Account within the period of time specified under applicable law. Each state has varying laws as to when an account becomes dormant, and we may be required to send the balance in your Account if it becomes dormant to the state of your last known address. We will make reasonable efforts to contact you if required by applicable law before transferring the remaining balance of your Account to the applicable state. After we surrender the funds to the state, you must apply to the appropriate state agency to reclaim your funds. You can avoid the surrender of your funds by simply conducting transactions, contacting us about your Account or replying to any abandoned property notices we may provide to you.

### **3.14 Account Fees and Fee Schedule**

There are no fees associated with this account. Fees are subject to change at any time. We will provide you advance notice of any changes where required by law.

## **4 Electronic Fund Transfers**

Your Account allows you to make electronic funds transfers (“EFTs”) in the manner specified in Section 4.1 below. EFTs are transactions that are processed by electronic means and include, among others, ACH transfers and direct deposits. This Section provides you with information and important disclosures and terms about the EFTs that are permitted on your Account. You may also receive additional services through Online Banking Services provided by the Program Partner, that allow you to initiate EFTs to and from your Account that are not described in this Agreement. In the event the Program Partner provides such additional services, you will be provided separate agreements and disclosures applicable to those services by the Program Partner.

### **4.1 Types of EFTs Supported by Your Account**

Your Account allows the following types of EFTs:

- Direct deposits from your sources of income
- Transfers from your Account to your security deposit account or to Cleo AI (see Section 3.5)

## 4.2 Limitations on EFTs

There are limitations on the frequency and amount of transactions you can make to or from your Account. These limits are different for each type of transaction. For limits that apply to transactions that credit or deposit funds into your Account, please refer above for information concerning deposits. For limits that apply to transactions that debit or withdraw from your Account, please refer above to the section concerning withdrawals. For limits that apply to transfers to or from your Account from a connected bank account, please refer above to the section concerning transfers to or from connected accounts. These security-related limits may change from time to time.

## 4.3 Your Right to Receive Information and Documentation of Your Transactions

You will receive information and documentation concerning any EFTs that debit or credit your Account in the following ways:

- **Statements:** We will provide you information about each transaction that debits or credits your Account on your statements. Please refer to the above for information about statements.
- **Direct Deposits:** If you receive a direct deposit into your Account at least once every sixty (60) days from your employer or other person or company, you can check if the deposit has been made through the Online Banking Systems or by contacting us as detailed above.

## 4.4 Preauthorized Transfers, Stop Payments and Notices of Varying Amounts

If you authorize us or another company or person to withdraw from your Account on a regular basis (such as when you set up a direct deposit and agree for funds to be sent to your security deposit, affiliated with your Credit Builder Card), it is called a "Preauthorized Transfer." You may request that we place a stop payment on Preauthorized Transfers, as well as get notification when the amount of a particular withdrawal will be different from the amount of the last withdrawal. We may charge a fee to stop payment on Preauthorized Transfers (as outlined in the fees section above).

### 4.4.1 How to Request a Stop Payment

If you wish to stop your preauthorized transfer please contact your employer's payroll department to cancel your direct deposit. Please consult your employers' policies for timing of stopped payment. Alternatively, if you wish to edit the preauthorized amount you may do so using the Cleo app. Should you fail to notify your employer in a timely manner that you wish to stop a direct deposit transfer, you are able to withdraw up to 90% of the available credit in your security deposit (affiliated with your Credit Builder Card) via ATM or cancel your Builder subscription. Please review your Cleo Credit Builder Cardholder Agreement for information on return of funds.

#### 4.4.2 Our Liability if We Fail To Stop a Preauthorized Transfer

If your employer orders us to stop one of these payments three (3) business days or more before the payment is scheduled and provide us with all information requested, and we do not do so, we will be liable for your losses or damages proximately caused by the failure. However, we will not be liable if the company or person initiating the payments changes the dollar amount of the payment or makes other changes that cause us not to recognize it as the payment you requested be stopped.

It is your responsibility to ensure that all of the information supplied in your notice to your employer is correct and to promptly inform them of any inaccuracies. We are not liable for failing to stop payment if you have not given your employer sufficient information or if your stop payment request comes too late for your employer to act on it. If we stop payment, you will indemnify, defend and hold us and our officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers (collectively, "Indemnified Parties") harmless from any and all losses, liabilities, costs, and expenses (including reasonable fees and expenses for attorneys, experts and consultants, reasonable out-of-pocket costs, interest and penalties), settlements, fines, fees, penalties, equitable relief, judgments, and damages ("Losses") imposed on or sustained, incurred or suffered by any of the Indemnified Parties, whether actual or threatened or proven or not, in respect of any and all actions, audits, arbitrations, assertions, suits, mediations, litigations, proceedings, examinations, hearings, inquiries, investigations, charges, complaints, claims (including counter or cross-claims), or demands by whosoever asserted ("Claims"), without regard to the merit or lack thereof, arising from or related in any way to our refusal to pay the transaction on which you stopped payment. The foregoing indemnity will not apply if and to the extent expressly prohibited or restricted by the laws or regulations governing you or your Account. The foregoing indemnity will not apply if and to the extent expressly prohibited or restricted by the laws governing you or your Account.

#### 4.4.3 Notices of Varying Amounts

If these regular payments vary in amount, the person or company you are paying should tell you ten (10) days before each payment when it will be made and how much it will be. You may be given the option to only get this notice when the payment will differ by more than a certain amount from the previous payment, or when the amount will fall outside certain limits that you set.

### 4.5 Our Liability for a Failure To Complete A Transaction

If we fail to complete a transaction on time or in the correct amount when properly instructed by you in accordance with this Agreement, we will be liable for damages proximately caused by the failure or error. However, there are some exceptions. We are not liable, for instance:

- If the Available Balance in your Account is not sufficient to complete the transaction through no fault of ours;
- If the failure is due to an equipment or system breakdown, such as a problem with the Online Banking Services provided by the Program Partner, that you knew about before you began a transaction;

- The failure was caused by an Act of God, fire or other catastrophe, or any other cause beyond our control despite reasonable precautions we have taken;
- If your funds are not available due to a hold or if your funds are subject to legal process;
- If we do not complete a transaction because we or Unit has reason to believe the transaction is unauthorized or illegal;
- If your Account is closed or inactive;
- There may be additional exceptions stated in our or our service provider's agreements with you or permitted by law.

#### 4.6 Your Liability for Unauthorized EFTs

Contact us immediately if you believe that an unauthorized EFT has occurred or may occur concerning your Account, or Online Banking Services login credentials have been lost, stolen or compromised. The best way to contact us is by emailing [team@meetcleo.com](mailto:team@meetcleo.com) and if you need to log a dispute regarding your EFT you may also call 1-833-333-1098.

You could lose all the money in your Account (and any bank accounts with other institutions you have connected to your Account) if you take no action to notify us of the unauthorized EFT or the loss or theft of your Online Banking Services login credentials.

For unauthorized EFTs, your liability will be as follows if you notify us of the loss:

- If you tell us within two (2) business days after learning of the loss, theft or compromise of your Online Banking Services login credentials, you can lose no more than \$50.
- If you do NOT tell us within two (2) business days and we can prove that we could have prevented the loss had you contacted us, you could lose as much as \$500.00.
- If your statement shows EFTs that you did not make and you do NOT contact us within sixty (60) days after the statement was made available to you, you may not get back any money lost after the sixty (60) days if we can prove that your contacting us would have prevent those losses.

We can extend these time periods if extenuating circumstances (such as a long trip or hospital stay) kept you from notifying us.

#### 4.7 In Case of Errors or Questions About Your EFTs

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on a statement or receipt. For card related transactions, contact us at 1-833-333-1098; for all other transactions call us at 1-833-333-1098 or email us at [team@meetcleo.com](mailto:team@meetcleo.com). We must hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appears. You must provide us with the following information:

- Your name and Account number;
- A description of the error or the EFT you are unsure about and why you believe it is an error or you need more information; and
- The dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing by email within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will provide you the results and correct any error promptly. If we need more time, we may take up to forty-five (45) days—or ninety (90) days for Accounts open less than thirty (30) days, POS transactions, or foreign-initiated transactions — to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For Accounts open less than thirty (30) days, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will provide you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation by email. You may ask for copies of the documents that we used in our investigation.

## **5 P2P Transfer Service**

### **5.1 Description of P2P Transfer Service**

The P2P Transfer Service allows you to send funds from your Account to another person's bank account through the Online Banking Services. You will need to know the routing number and account number for the other person's bank account to initiate a transfer. The P2P Transfer Service only permits you to send funds. You may not use it to receive or request funds. All transfers made through the P2P Transfer Service will be executed as automated clearing house ("ACH") transfers in accordance with the rules promulgated by the National Automated Clearing House Association ("NACHA"). Your use of and access to the P2P Transfer Service is separate and apart from your ability to facilitate transfers via ACH to a connected bank account (see above).

### **5.2 Transaction Deadlines**

Our cut-off time for P2P transfer requests is 3:00 PM ET on business days. Requests received before our cut-off time will be processed that day. Requests received after our cut-off or on a non-business day will be processed the next business day. For purposes of P2P transfers, a "business day" is a day in which the Federal Reserve Bank is opened to the public for carrying on substantially all of its business, other than a Saturday, Sunday, or legal holiday.

### **5.3 P2P Transfer Limits**



There are limitations on the frequency and amount of P2P transfers you can make from your Account using the P2P Transfer Service. These limits are described in the relevant section of this Agreement. These security-related limits may change from time to time.

#### **5.4 Provisional Credit**

You acknowledge that any credit given to the account of the person you are transferring funds to through the P2P Transfer Service will be provisional until the financial institution crediting that account receives final settlement of your funds. This means that the person you transfer funds to will not be considered to be paid by you until final settlement occurs, and any provisional credit given to that person by their financial institution before settlement may be taken back if settlement does not occur.

#### **5.5 Cancellation or Modification of Transfer Requests**

Once you authorize a P2P transfer through the P2P Transfer Service, you will not be able to cancel or modify the transfer.

#### **5.6 Prohibited Transactions and Rejection of P2P Transfers**

You agree that you will not use the P2P Transfer Service to initiate transfers related in any way to online gambling, or that would violate any law or regulation. You further agree that you will only use the P2P Transfer Service to initiate transfers to consumer bank accounts. You may not use the P2P Transfer Service to transfer funds for any business purpose or to a business-purpose bank account.

We may block a transfer and/or take any other action we deem reasonable if we suspect that a transaction is unlawful, suspicious, related to online gambling, for a business purpose, or poses undue risk to us or any of our service providers. We will not be liable for any damages that arise if we block a transfer or take any other action pursuant to this paragraph.

#### **5.7 Returned P2P Transfers**

We will notify you by email or via the Online Banking Services of a transfer you have requested is returned to us no later than one (1) business day after the business day we receive notice of the return. We will not reattempt any transfer that is returned.

We reserve the right to suspend or terminate your access to the P2P Transfer Service if an excessive number of P2P transfers are returned.

#### **5.8 Fees**

You will pay us for P2P Transfer Service provided under the Agreement in accordance with the current schedule of fees above. We may change our fees from time to time upon written notice.

#### **5.9 P2P Transfer Service Liability, Limitations on Liability & Indemnity**

WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE P2P TRANSFER SERVICE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT AND SHALL BE LIABLE ONLY FOR OUR GROSS NEGLIGENCE IN PERFORMING THIS SERVICE. WE SHALL NOT BE RESPONSIBLE FOR YOUR ACTS OR OMISSIONS (INCLUDING THE AMOUNT,



ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY P2P TRANSFER REQUEST FROM YOU) OR THOSE OF ANY OTHER PERSON. WE ARE AUTHORIZED BY YOU TO PROCESS P2P TRANSFERS IN ACCORDANCE WITH THE INFORMATION THAT WE RECEIVE FROM YOU. YOU SHALL BE SOLELY RESPONSIBLE FOR THE INFORMATION YOU PROVIDE TO US, AND WE SHALL HAVE NO RESPONSIBILITY FOR ERRONEOUS DATA PROVIDED BY YOU. YOU WILL INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY LOSS, CHARGE, LIABILITY, COST, FEE OR EXPENSE (INCLUDING ATTORNEYS' FEES AND EXPENSES) WE SUFFER OR INCUR RESULTING FROM ANY THIRD-PARTY LAWSUIT, CLAIM, ARBITRATION OR OTHER ACTION, ACTUAL OR THREATENED, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT LOSS OR DAMAGE THAT YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING LOSSES OR DAMAGES FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, WE SHALL BE EXCUSED FROM FAILING TO ACT OR DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY LEGAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURE, WAR, NATURAL DISASTER, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND OUR CONTROL. NOTWITHSTANDING THE ABOVE, WE WILL REIMBURSE YOU FOR EXPENSES INCURRED IN THE EVENT OF OUR FAILURE OR DELAY IN TRANSFERRING FUNDS SOLELY CAUSED US.

IN ADDITION, WE SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING A P2P TRANSFER IF SUCH TRANSMITTAL WOULD RESULT IN OUR HAVING EXCEEDED ANY LIMITATION UPON ITS INTRA-DAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL RESERVE GUIDELINES OR IN OUR REASONABLE JUDGMENT OTHERWISE VIOLATE ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE, OR ANY RULE OR REGULATION OF ANY OTHER U.S. GOVERNMENTAL REGULATORY AUTHORITY. SUBJECT TO THE FOREGOING LIMITATIONS, OUR LIABILITY FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED BY USING A RATE EQUAL TO THE AVERAGE FEDERAL FUNDS RATE SET BY THE FEDERAL RESERVE BANK FOR THE PERIOD INVOLVED. AT OUR OPTION, PAYMENT OF SUCH INTEREST MAY BE MADE BY CREDITING THE ACCOUNT RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON WE ARE RESPONSIBLE FOR, ANY ACT OR OMISSION OF YOU OR ANY OTHER PERSON.

## **5.10 Inconsistency of Name and Account Number**

You acknowledge that, if the name you provide to us of the person to whom you wish to transfer funds does not match the name on the bank account you enter through the P2P Transfer Service, the transfer may still be made based only on the account number. You are solely responsible for providing correct information for all P2P Transfer Service requests through the Online Banking Services.

## **5.11 Termination**

We reserve the right to terminate, suspend, or modify the P2P Transfer Service, or your access to the P2P Transfer Service, at any time and for any reason.

You will remain responsible for all transactions that occur prior to termination and for any fees and charges incurred prior to the date of cancellation. Any unprocessed transactions including future dated transactions, will be cancelled as a result of termination or suspension of your P2P Transfer Service.

## **6 Other Legal Terms and Conditions**

### **6.1 No Assignments**

You may not assign, transfer, or otherwise delegate, whether by operation of law or otherwise, your Account or your rights or obligations, in whole or in part, under this Agreement. Any assignment, transfer or delegation or attempted assignment, transfer or delegation in violation of the foregoing shall be void. Notwithstanding, the Bank may assign, transfer or otherwise delegate its rights or obligations, in whole or in part, under this Agreement in our sole discretion.

### **6.2 Legal Processes and Claims Affecting Your Account**

If we receive a levy, attachment, or other legal process against you (collectively, "Legal Process"), we may refuse to permit withdrawals or transfers from your Account until the Legal Process is dismissed or satisfied. Any Legal Process will be subject to our right of set-off and security interest. You are responsible for all Losses we incur as a result of any dispute or legal proceeding involving your Account. If we receive a claim against the funds in your Account, or if we know of or believe that there is a dispute as to the ownership or control of funds in your Account, we may, in our discretion: (a) place a hold on your Account and refuse to pay out any funds until we are satisfied that the dispute is settled; (b) close your Account and send the balance to the named account holder; (c) require a court order to act; or (d) take any other action we feel is necessary to protect us. We will not be liable to you for taking any such action.

### **6.3 Limitation of Liability and Disclaimer of Warranty**

EXCEPT AS REQUIRED BY LAW, TO THE EXTENT WE ARE FOUND LIABLE, OUR LIABILITY TO YOU FOR A CLAIM WILL NEVER EXCEED THE AMOUNT OF ACTUAL DAMAGES PROVEN BY YOU AND IS LIMITED TO THE FACE VALUE OF THE ITEM OR TRANSACTION, OR THE ACTUAL VALUE OF ANY FUNDS NOT PROPERLY CREDITED OR DEBITED. EXCEPT AS REQUIRED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE SHALL ONLY BE RESPONSIBLE AND LIABLE FOR OUR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT. OUR LIABILITY MAY ALSO BE FURTHER REDUCED BY THE AMOUNT OF THE LOSS THAT IS CAUSED BY YOUR OWN NEGLIGENCE OR LACK OF CARE, AS WELL AS ANY RECOVERY OF THE LOSS YOU OBTAIN FROM THIRD PARTIES.

IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES, LOSSES OR EXPENSES (INCLUDING COUNSEL AND THIRD PARTY FEES OR FINES) OR LOST PROFITS, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, (a) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES; (b) EVEN IF SUCH DAMAGES, LOSSES OR EXPENSES WERE FORESEEABLE, (c) WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND (d) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE

APPLICATION OF THE PROVISIONS OF THIS SECTION, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE BANK WILL NOT BE LIABLE FOR ANY ERROR, FAILURE OR DELAY IN OUR ABILITY TO PERFORM OUR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERROR, FAILURE OR DELAY IN THE PROCESSING OF ANY TRANSFER, ARISING FROM OR RELATING TO CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING ANY ACT OF GOD, WAR (DECLARED OR UNDECLARED), SABOTAGE, BLOCKADE, REVOLUTION, INSURRECTION, TERRORISM, CIVIL STRIFE, EXPROPRIATION, NATIONALIZATION, CHANGE IN LAW, GOVERNMENT ACTION, EMBARGO, SANCTION, ACCIDENT, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, PANDEMIC, EQUIPMENT FAILURE, SYSTEM FAILURE, TECHNICAL FAILURE, LABOR DISPUTE, UNUSUAL TRANSACTION VOLUME, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, OR THE FAILURE OF ANY THIRD PARTY TO PROVIDE ANY ELECTRONIC, DIGITAL OR TELECOMMUNICATIONS SERVICE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE SHALL NOT BE LIABLE TO ANY THIRD PARTY OR FOR ANY ACT OR OMISSION OF YOURS OR ANY THIRD PARTY, INCLUDING THIRD PARTIES USED BY US IN EXECUTING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR PERFORMING A RELATED ACT AND NO SUCH THIRD PARTY SHALL BE DEEMED TO BE OUR AGENT.

IN ADDITION, EXCEPT AS REQUIRED BY LAW, BANK IS NOT LIABLE OR RESPONSIBLE FOR ANY SERVICES OR FEATURES OF ANY ONLINE BANKING SERVICES PROVIDED TO YOU BY A THIRD PARTY. WE ARE ALSO NOT LIABLE FOR ANY UNAUTHORIZED ACCESS OF YOUR INFORMATION OR DATA BY A THIRD PARTY DUE TO YOUR USE OF THIRD-PARTY COMMUNICATION CHANNELS NOT OFFERED BY US.

ALL BANK SERVICES AND ACCOUNT FEATURES, INCLUDING THOSE PROVIDED BY A THIRD PARTY, SUCH AS ONLINE BANKING SERVICES, ARE PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WE DO NOT WARRANT THE BANK'S SERVICES OR ACCOUNT FEATURES OR THE SERVICES OR FEATURES OF ANY THIRD PARTY, INCLUDING ONLINE BANKING SERVICES, WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. TO THE EXTENT THAT WE MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

## **6.4 Indemnification**

You will indemnify, defend and hold the Indemnified Parties harmless from any and all Losses imposed on or sustained, incurred or suffered by any of the Indemnified Parties, whether actual or threatened or proven or not, in respect of any and all Claims, without regard to the merit or lack thereof, arising out of, or related in any way to (a) the matters set forth in this Agreement, including any Claims by any business or person related to the connected bank account, including any other owner of the connected bank account; (b) breach of this Agreement, including any warranties; (c) our taking any action or not taking any action that we are entitled to take pursuant to this Agreement, including attempting to cancel or amend a wire transferor actions we take based on the instructions of your attorney-in-fact, including if it is later determined that your power of attorney was invalid or improperly executed; (d) any action or

omission by you or any Authorized User; (e) fraudulent activity; or (f) our action or inaction in reliance upon oral, written or electronic instructions or information from you or any Authorized User.

## **6.5 Our Right of Set-Off and Security Interest**

We have the right to set-off any liability, direct or contingent, past, present, or future that you owe against any account you have with us. This means that we can take any funds in your Account or any other account you have with us to pay any debt or liability you owe us. We have this right even if the Account(s) we withdraw money from is a joint Account and the debt or liability we apply it to is owed by only one of you. Likewise, we could withdraw money from an Account owned by only one person and apply it to reduce the joint debt or liability of that person and another person. Our rights under this Section are in addition to any right of set-off we may have under applicable law.

You also agree to grant us a security interest in your Account to secure payment of any money that you owe to us or will owe us arising under this Agreement or any other agreements with us. You acknowledge that this security interest is consensual and in addition to any right of set-off. We may exercise our security interest or right of set-off without regard to the source of the funds in your Account or prior recourse to other sources of repayment or collateral, even if it causes you to incur penalties or suffer any other consequence. You waive any conditions or limits to our right of set-off to the maximum extent permitted by law. We will notify you if we exercise our right to set-off if required by law.

If we take any action to collect debt or liability incurred by you or other amounts you owe us under this Agreement or defend ourselves in a lawsuit brought by you where we are the prevailing party, you will reimburse us for our Losses, including reasonable attorneys' fees, to the extent permitted by applicable law. We may charge your Account for our Losses without prior notice to you.

## **6.6 Changes in Terms and Additional Services**

We may change this Agreement, or any fees and features of your Account, at any time by posting an amended Agreement on the Program Partner's website, <http://meetcleo.com>, and any such amendment will be effective upon posting. We will give you advance notice of any change where required by law. We may provide such notice to you with your statement electronically. Any notice we provide to you will be binding and sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service. We may change or terminate this Agreement without notice at our discretion or to comply with any appropriate federal or state law or regulation.

If we make any of our other banking services available to you in connection with your Account, we may provide certain terms and conditions for those additional services to you in a separate agreement or disclosure.

## **6.7 No Waiver of Rights**

We may waive or decline to enforce any of our rights under this Agreement without obligating ourselves to waive such rights in the future or on any other occasion. We may release any other person obligated under this Agreement without affecting your responsibilities under this Agreement.

## **6.8 Conflicts and Section Headings**

If there is a conflict between this Agreement and any other document or statement made to you concerning the Account, this Agreement will govern. If there is a conflict between this Agreement and any other document or statement made to you concerning any services or products other than the Account, the separate terms and conditions applicable to that service or product will govern. Section headings that appear in this Agreement are for convenience purposes only and are intended to help you find information. They should not be construed as affecting the meaning of the Agreement.

## **6.9 Severability**

If any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remainder of this Agreement will not be affected. To the extent permitted by law, the parties waive any provision of law which prohibits or renders unenforceable any provisions of this Agreement, and to the extent that such waiver is not permitted by law, you and us agree that such provision will be interpreted as modified to the minimum extent necessary to render the provisions enforceable.

## **6.10 Governing Law, Forum, and Time Limits**

All actions relating to your Account and this Agreement will be governed by the laws and regulations of the United States and the State of New York where your Account will be opened, irrespective of conflict of law principles. You agree that any dispute arising under this Agreement or relating in any way to your relationship with us that is not arbitrated will be resolved in a federal or state court located in Tennessee and that you will be subject to such court's jurisdiction.

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

# **7 Arbitration and Waivers**

BE SURE THAT YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US.

## **7.1 Election to Arbitrate**

You, Program Partner, and the Bank agree that the sole and exclusive forum and remedy for resolution of a claim be final and binding arbitration pursuant to this section (the "Arbitration Provision"). As used in this Arbitration Provision, "Claim" will include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement, including the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counterclaims,

cross-claims, third-party claims, or otherwise. Please note that you may continue to assert Claims in small claims court, if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

You have the right to opt-out of this arbitration clause and it will not affect any other terms and conditions of this Agreement or your relationship with us. TO OPT OUT, YOU MUST NOTIFY US IN WRITING OF YOUR INTENT TO DO SO WITHIN SIXTY (60) DAYS AFTER OPENING YOUR ACCOUNT. Your opt-out notice can be a letter that is signed by you that states “I elect to opt out of the arbitration clause in my Consumer Deposit Account Agreement for Account #” or any words to that effect. Send the notice to: 210 East Main Street, Rogersville, TN 37857. An election to opt out applies only to the account or accounts identified in your opt-out notice or, if no specific accounts are identified in your notice, then to any account(s) that became subject to the arbitration clause within the sixty (60)-day period before we received your notice. The arbitration clause will apply to any claims between us relating to any account(s) for which we do not receive an opt-out notice as described in this section.

## **7.2 Applicability of the Federal Arbitration Act; Arbitrator’s Powers**

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and will be governed by and enforceable under the Federal Arbitration Act (the “FAA”). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator will take steps to reasonably protect confidential information. In any arbitration arising out of or related to this Agreement, the arbitrator will apply the limitation of liability set forth in above and, for the avoidance of doubt, is not empowered to award (a) punitive or exemplary Losses, except where permitted by statute, or (b) incidental, indirect or consequential Losses, or Losses for lost profits. The parties waive any right to recover all such Losses.

## **7.3 Informal Dispute Resolution**

If a Claim arises, our goal is to address your concerns and, if we are unable to do so, to provide you with a neutral and cost-effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will first submit your Claim to us by email at the address specified above and provide us with the opportunity to resolve your concern prior to initiating arbitration.

## **7.4 Arbitration Procedures**

The party initiating arbitration will do so with the Judicial Alternatives and Mediation Services (“JAMS”). The arbitration will be conducted by a single arbitrator according to, and the location of the arbitration will be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit their web site at: [www.jamsadr.com](http://www.jamsadr.com). In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision will control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. The arbitration will be held in the United States county where you live or work, or any other location we agree to.

## **7.5 Arbitration Fees**

If we initiate arbitration, we will pay all the administrator's filing costs and administrative fees (other than hearing fees). If you initiate arbitration, filing costs and administrative fees (other than hearing fees) will be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We will pay the administrator's hearing fees for one (1) full day of arbitration hearings. Fees for hearings that exceed one (1) day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party will bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights will apply in the arbitration notwithstanding anything to the contrary herein.

## **7.6 Appeals**

Within thirty (30) days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within thirty (30) days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal will be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, will be final and binding, except for any appeal right under the FAA, and may be entered as a judgment in any court of competent jurisdiction.

## **7.7 No Class Actions**

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration will determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and will not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator will have the power or authority to waive, modify, or fail to enforce this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, will be invalid and unenforceable. Any challenge to the validity of this section will be determined exclusively by a court and not by the administrator or any arbitrator.

## **7.8 Survival and Severability of Arbitration Provision**

This Arbitration Provision will survive the termination of this Agreement. If any portion of this Arbitration Provision other than the subsection titled "No Class Actions" is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision will nevertheless remain valid and in



force. If there is a final judicial determination that applicable law precludes enforcement of this Arbitration Provision's limitations as to a particular claim for relief or particular term, then that claim (and only that claim) or that term (and only that term) must be severed from the Arbitration Provision and may be brought in court. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in the previous subsection are finally adjudicated pursuant to the last sentence of that subsection as unenforceable, then no arbitration will be had. In no event will any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

## **7.9 Judicial Forum for Claims**

Except as otherwise required by applicable law, in the event that this Arbitration Provision is found not to apply to you or your Claim, you and the Bank agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Tennessee. Both you and the Bank consent to venue and personal jurisdiction there. All parties agree to waive our right to a jury trial.

## **7.10 WAIVER OF RIGHT TO LITIGATE**

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVING THAT RIGHT BY AGREEING TO THIS AGREEMENT AND ARBITRATION PROVISION.

# **8 Interpretation**

Except as otherwise expressly provided in this Agreement, the following rules apply: (a) the singular includes the plural and the plural includes the singular; (b) all references to the masculine gender include the feminine gender (and vice versa); (c) "include", "includes" and "including" are not limiting; (d) unless the context otherwise requires or unless otherwise provided herein, references to a particular agreement, instrument, document, law or regulation also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument, document, law or regulation; (e) a reference in this Agreement to a Section or Schedule is to the Section of or Schedule to this Agreement unless otherwise expressly provided; (f) a reference to a Section in this Agreement, unless the context clearly indicates to the contrary, refers to all sub-parts or sub-components of any said Article or Section; (g) words such as "hereunder," "hereto," "hereof," and "herein," and other words of like import, unless the context clearly indicates to the contrary, refers to the whole of this Agreement and not to any particular Section, subsection or clause hereof; (h) where the Agreement states that a Party "shall," "will," or "must" perform in some manner or otherwise act or omit to act, it means that the Party is legally obligated to do so in accordance with the Agreement; and (i) references to any statute includes any amendments thereto and its implementing regulations.

# **9 Miscellaneous**

Except with respect to Indemnified Parties and except as otherwise specified in this Agreement, this Agreement is not intended to and shall not be construed to give any third party any interest or rights (including any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby. Use of the Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. The Bank does not



waive its rights by delaying or failing to exercise them at any time. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible. The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Agreement. You agree that this Agreement and other agreements or disclosures you may receive from us with respect to the Account, contain the entire statement of the terms and conditions, which apply to the subject matter hereof. If any term or condition of this Agreement should be invalidated or unenforceable for any reason, all other terms and conditions will continue in full force and effect.