



# **Deposit Account Agreement and Schedule of Fees**

**Effective: Aug 1, 2022**

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## AGREEMENT FOR YOUR ACCOUNT

Welcome to your Stash Bank Account, and thank you for allowing us to help you achieve financial freedom!

This Deposit Account Agreement, together with the Stash Privacy Notice, Stash Terms of Use, Stock-Back Rewards Terms and Conditions, and any additional disclosures, amendments, or addenda we provide to you, constitutes the "Agreement" that governs your demand deposit Account(s) ("Account," "Stash Bank Account," or "Stash Account"). Account made available by Stride Bank, N.A. (the "Bank" or "Issuer"), member of the Federal Deposit Insurance Corporation ("FDIC") on behalf of Stash Cash Management LLC, the program partner responsible for managing the Stash Account.

In this Agreement, the terms "Stride," "Stride Bank," "we," "us," and "our" refer to the Bank. The terms "you" and "your" refer to the authorized owner of the Account.

When we say "Stash," we mean Stash Cash Management LLC, a wholly-owned subsidiary of its parent company, Stash Financial, Inc. Stash is an affiliate of Stash Investments LLC, an SEC Registered Investment Adviser and Stash Capital LLC, an SEC Registered Broker-Dealer and member of FINRA/SIPC. When we say "Stash Invest Account," we mean your brokerage, retirement, and/or custodial Account advised by Stash Investments LLC and held at a qualified custodian (not Stride Bank). When we say "We may" or "Stash may" do something, that means you authorize Stash or the Bank and agree to such action.

A Stash Account may only be opened via the Stash mobile application ("Stash App") or by applying online via the Stash Website ("Stash Website"). You must have the hardware and software required for you to open and access your Stash Account, as described in the Stash Financial, Inc. E-SIGN Agreement.

By providing an electronic signature at account opening or continuing to hold an Account with us, you accept and agree to be bound to the terms and conditions of the most recent version of this Agreement. Please read this Agreement carefully and keep a copy for future reference. This Agreement is periodically revised and always available for your reference at <https://www.stash.com/disclosurelibrary>. You agree to appoint the Bank as your agent to pool the funds in your Stash Deposit Account with funds from the holders of other Deposit Accounts and to then deposit those funds in one or more FDIC-insured banks and to obtain your funds from the pooled funds account(s) in order to transfer your funds as you may direct.

You further represent and warrant to us that:

- you are at least 18 years of age (or older if you reside in a state where the majority age is older);
- you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States ("U.S.") or the District of Columbia, you have provided a verifiable U.S. Street address (not a P.O. Box)
- the personal information that you provide in connection with the Stash Account is true, correct, and complete;
- you received a copy of this Agreement and agree to be bound by and to comply with its terms, and you accept the associated debit card.

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

### Account Funding

You agree to fund your Account within 90 days of opening, or Stash or the Bank may close the Account.

### Account Opening

Stash or the Bank reserve the right to not open an account that does not meet the eligibility requirements or is believed to violate the terms of this agreement.

### Changes to This Agreement

We may add to, delete, or change the terms of this Agreement at any time and without prior notice unless otherwise required by law. Stash or the Bank will give you reasonable notice in writing or by any method permitted by law of an adverse change to this Agreement. We may, but do not have to, notify you of any changes that we make for security reasons or that we believe are beneficial or not adverse to you.

When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your Account. If you continue to use your Account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close your Account as provided in this Agreement.

### Closing an Account

You agree to notify Stash of your intention to close your Account. After an Account is closed, neither Stash nor the Bank has an obligation to accept deposits or pay any outstanding items or other debits but may do so at our option. You agree to hold Stash and the Bank harmless for refusing to honor any item or other debit on a closed Account.

For security reasons, we may close your Account and require you to open a new Account if there has been a forgery or fraud reported or committed involving your Account or you have violated any other provision of an agreement you have with Stash or the

Bank.

Stash and the Bank reserve the right to close your Account for any reason or without cause. Neither Stash nor the Bank need not advise you of the reason for taking this action. Stash and/or the Bank need not give advance notice of any closure.

If your Account is closed by Stash or the Bank, any remaining funds will be sent to your linked bank account within 14 days. If you do not have a linked bank account, the remaining funds will be sent by mail to the address on file via a single Cashier's Check for the Account balance payable to the Account owner, subject to any right we may have under any agreement covering the Account or our right of setoff.

To prevent Account closure due to zero balance in your Account for 90 days, Stash and the Bank reserve the right to transfer the funds from your Goal to your Stash Account.

### **Compliance with Laws and Regulations**

When you do business with Stash and the Bank, you agree to all applicable laws, regulations or ordinances, and orders of governmental and governing authorities, including federal and state privacy laws and anti-money laundering laws. You agree not to use your Account or any services provided by Stash or the Bank for any unlawful purpose, including unlawful internet gambling.

### **Governing Law**

This Agreement is governed by federal laws and, when applicable, the laws of the State of Oklahoma.

### **Information You Give Us**

When you open an Account with us, you give Stash and the Bank information about yourself and certify that such information is correct and this information is retained for record-keeping requirement purposes. You acknowledge Stash and the Bank will rely on the accuracy of such information you provide and agree to notify Stash immediately of a change to any information you previously provided.

### **Personal Information**

Federal law, including the USA PATRIOT Act, requires all financial institutions to obtain, verify and record information that identifies each person that opens an Account. When you apply for an Account, you will be asked for your legal name, residential address, date of birth, and Social Security Number (SSN), among other information. Either Stash or the Bank may require one or more forms of unexpired, government-issued photo identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. If Stash and the Bank are not able to verify your identity to their satisfaction, the Account will not be opened, or we may close any existing Account(s).

### **Privacy Policy**

Stash and the Bank recognize, respect, and protect the personal privacy rights of all our customers and work diligently to safeguard your privacy. Stash and the Bank are committed to providing the highest level of security and privacy regarding the collection and use of our customer's personal information, as well as the personal information of consumers who visit the Stash App or Stash Website.

The Stash Financial, Inc. Privacy Policy, the Stride Privacy Policy, and the Stash Privacy Notice pertaining to your Stash Account may be found at <https://www.stash.com/disclosurelibrary> and explains how Stride and Stash use and protect the information about our Stash Account customers. We ask that you read it carefully.

### **Service Fees**

You agree to pay the fees associated with your Account and services as shown on the Schedule of Fees herein. Stash or the Bank will deduct any fees owed directly from the Account balance as they are incurred. Neither Stride nor Stash will be liable for the dishonor of any items resulting from the deduction of any fees as authorized by this Agreement. We may offer additional products, services, and features from time to time, and the fees for those offerings will be disclosed to you when they are offered. In addition to the fees shown on the Schedule of Fees, there are some situations where a third party may charge you additional fees.

### **Statements**

You will be able to review your Account statements through the Stash App or Stash Website. You should carefully review your transaction history and statements and notify us as soon as possible if there are any errors. If you do not, you may be responsible for unauthorized transactions as described herein.

### **Telephone Calls: Calling, Monitoring and Recording**

For our mutual protection and to enable us to provide better service to you, we may monitor and/or record any of our telephone conversations.

**Using your Stash Stock-Back® Debit Mastercard®**

You will be issued a Stash Stock-Back Debit Mastercard (“the Card”) to access your Stash Account after you fund your Account with a minimum amount of a dollar. The Stash Stock-Back Debit Mastercard is issued by Stride Bank, N.A., pursuant to license from Mastercard International. You acknowledge and agree that the funds accessible through the use of the Card are limited to the available funds in your Stash Account. The expiration date of the Card is identified on the back of the Card. The Card is the property of the Issuer and must be surrendered upon demand. The Card is non-transferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

**Activate the Card**

You must activate the Card before it can be used. The Card may be activated from within the Stash App by tapping “Activate Card” from the “Bank” screen or tapping “Activate my card” from the “Manage bank account” screen and providing the card information, including the card number, expiration date, and CVV, or via the Stash Website. Certain functionality outlined in this Agreement may be restricted prior to activating the Card. For details, see “ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS.”

**Personal Identification Number (PIN)**

You will not receive a PIN with the Card. However, you will be prompted to select a PIN when you activate your card. See the activation instructions in the “Activate the Card” section. You should never write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others, and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise Stash immediately following the procedures in the section labeled “Your Liability for Unauthorized Transfers.”

**Stash Stock-Back® Rewards**

The Stock-Back program is a rewards program (the “Program”) offered by Stash Financial, Inc. the Program enables eligible Stash customers to earn fractional shares of stock of certain publicly traded companies or exchange-traded funds (together, “Stock”) on certain qualifying purchases made using a Stock-Back® Card and any earned Stock will be held in your Stash Invest Account. Investment products and services are provided by Stash Investment LLC, not the Bank, and are not FDIC Insured, not Bank-Guaranteed, and may lose value. Please see the Stash Stock-Back® Rewards Terms and Conditions for more information.

**Cash Access and Transaction Limitations**

With your PIN, you may use the Card to obtain cash from your Stash Account at any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by a merchant, that bears the Mastercard® or Pulse® Acceptance Marks. All ATM transactions are treated as cash withdrawal transactions. Please note that if you use your Card to get Account balance information from an ATM, the balance may not reflect recent transactions and may include funds not available for immediate withdrawal. You may use the Card at an ATM and withdraw funds at participating locations (“Over The Counter” or “OTC” withdrawals). ATM and OTC cash withdrawals, funds withdrawn at a POS, and purchases are all subject to the \$10,000.00 maximum amount that can be spent per day. Below are the itemized cash access and spending limits for your Stash Account at the time of Account opening. We may change these limits with notice to you. To determine the current limits that apply to you, you can access them under the settings section of the Stash App or by contacting Stash Support by calling 800-205-5164 or emailing us at support@stash.com.

Transaction Type	Frequency and/or Dollar Limits*
ATM Withdrawal	No limit to the number of times per day. Up to \$1000.00 per day*
Over The Counter “OTC” Withdrawals	No limit to the number of times per day. Up to \$1000.00 per day*
Card Transactions (Signature and PIN)	No limit to the number of times per day. Up to \$10,000 per day*

\* Daily limits refer to 24-hour rolling timeframes (for example, Tuesday 2:00 pm – Wednesday 2:00 pm). ATM and POS device owner-operators, merchants, and participating locations may impose fees and lower cash withdrawal limits.

You may use the Card to purchase or lease goods or services everywhere, Mastercard debit is accepted as long as you do not exceed the available balance of your Account.

If you use the Card at an automated fuel dispenser (“pay at the pump”), the transaction may be preauthorized for up to \$100.00 or more. If the transaction is declined, you should pay for your purchase with the cashier even though you have sufficient funds available. If you use your Card, at a restaurant, hotel, for car rental, or similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more. This is to ensure sufficient funds are available to cover tips or incidental expenses incurred. A preauthorization will place a “hold” on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. You will not have access to the preauthorized amount during the hold period.

All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

If you use the 16-digit Card number without presenting the Card (such as for mail order, telephone, virtual wallet, or Internet purchase), the legal effect will be the same as if you used the physical Card. For security reasons, we may limit the amount or number of transactions you can make. You may not use the Card for illegal online gambling or other illegal transactions.

Each time you use the Card, you authorize us to reduce the value available in the Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in the Account, you shall remain fully liable to us for the transaction amount. See these provisions for additional details if your Account balance becomes negative: "Overdrafts" and "Right to Setoff."

### **Transactions Made in Foreign Currencies**

If you obtain funds or make a purchase in a currency other than U.S. dollars, the amount deducted from the available balance of your Stash Account will be converted by Mastercard into a U.S. dollar amount. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives or the government-mandated rate in effect for the applicable central processing date. The conversion rate may differ from the rate in effect on the date of your transaction and the date it is posted to your Account. We will not impose a fee for each transaction (for either U.S. or foreign currency) that you conduct at merchants (including foreign websites) outside the United States or in a foreign currency; however, there may be third-party fees.

### **Receipts**

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

### **Card Replacement**

If you need to replace the Card for any reason except at Card expiration, you can do so by calling 800-205-5164, through the Stash App, or the Stash Website. You will be required to provide personal information, which may include your Account number, 16-digit Card number, full name, transaction history, copies of acceptable documentation, etc.

### **Card Expiration**

The Card will expire no sooner than the date printed on the back of it. You will not be able to use the Card after the expiration date; however, a replacement Card will be automatically mailed to you before the expiration of the Card. If you need a Card replacement for any reason other than the Card's expiration, you may request one at any time by following the procedures in the section labeled "Card Replacement."

## **I. GENERAL INFORMATION AND ACCOUNT TERMS**

### **Accepting Deposits**

You authorize Stash and the Bank to accept items for deposit to your Account if they are made payable to you. You also authorize Stash and the Bank to deposit to your Account direct deposits, automated clearinghouse entries, or other forms of credit received for your benefit.

### **Account Dormancy and Escheatment**

We may define inactive as no customer-initiated activity and no contact between the customer and us for a minimum period of 24 months. If your Account is dormant, we may hold all statements on your Account, but our routine maintenance, service, and other fees will continue to be assessed except where prohibited, and ATM and POS access may be blocked. Each state has laws that govern when accounts are considered "abandoned" and when we are required to send a customer's funds to the state. We will attempt to notify you, the owner of the Dormant Account, using the contact information on file, in accordance with governing law, if your Account may be at risk of being transferred to the state. We will surrender the funds in your dormant Account to the state of your last known address on file if the Account remains dormant for the period designated by that state. Once the Account is turned over to the state, you may reclaim the funds by presenting adequate proof of ownership to the appropriate state. We will have no further liability to you for such funds. When the funds in your Account are delivered to the state, your Stash Account is closed. We encourage you to make sure your Accounts remain active, so you have full use of your Accounts and avoid the potential of having your Account funds transferred to the state as "abandoned or unclaimed property."

### **Account Ownership**

The Stash Account may only be owned and titled in the name of one person who may deposit, transfer, or withdraw funds. The Stash Account cannot be owned or titled jointly, by an organization, as Payable on Death ("POD") or "In Trust For" ("ITF").

### **ACH Account Funding**

ACH Funding will be posted upon final credit from the external funding source; typically, 2-3 business days after the transfer is



initiated. For funds availability, see the fund availability sections.

### **Adjustments**

If funds are deposited or transferred into your Account by mistake or otherwise, we may correct the situation by deducting the deposit amount from your Account without prior notice. If there are not enough funds in your Account at that time, your Account could become overdrawn. See the “Overdrafts” and “Right to Set Off” sections below for more information about what could occur if your Account has a negative balance.

### **Available Balance**

Available Balance is the amount of funds available for withdrawal and authorizing transactions. Your Available Balance may be different from your Ledger Balance. The Available Balance is reduced by 1) the amount of pending transactions, such as a point-of-sale transaction; 2) funds on hold in accordance with our funds’ availability policy; 3) our receipt of notice that a transaction will be presented or returned; or 4) our receipt of legal process relating to your Account.

### **Business Days and Cutoff Time**

For the purposes of this Agreement, Business Days are Monday through Friday, excluding any U.S. federal holidays, and on any day on which any applicable securities exchange is not open during its regular business hours. Except as otherwise expressly provided in this Agreement, requests/items received on a weekend, holiday, or after our cutoff hour on a business day may be treated and acted upon as if received on the next business day.

### **Business Purpose**

You agree not to use your Account for business purposes. We may, in our sole discretion, close your Account if it is determined that it is being used for business purposes.

### **Conflicting Demands/Disputes**

If there is any uncertainty regarding the ownership of an Account or its funds, there are conflicting demands over its ownership or control, Stash or the Bank are unable to determine any person’s authority to give instructions, Stash or the Bank are requested by Adult Protective Services or any similar state or local agency to restrict the Account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or either Stash or the Bank believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (i) restrict the Account and refuse transactions until proof is obtained (satisfactory in form and substance) of each person’s right and authority over the Account and its funds; (ii) refuse transactions; (iii) require the signatures of the authorized signer for the withdrawal of funds, the closing of an Account, or any change in the Account ; (iv) request instructions from a court of competent jurisdiction at your expense regarding the Account or transaction; and/or (v) continue to honor transactions and other instructions provided by the person who appears as the authorized signer according to Account records. The existence of the rights set forth above shall not impose an obligation on either Stash or the Bank to assert such rights or to deny a transaction.

### **Debit Card**

You will be issued a Stash Stock-Back® Debit Mastercard® by Stride Bank when you fund your Account with a minimum amount of one dollar. With your PIN, you may use your debit card to obtain cash from your Account at any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by a merchant, that bears the Mastercard, Allpoint®, or Pulse® Acceptance Marks. All ATM transactions are treated as cash withdrawal transactions. You may also use your card to purchase goods and services anywhere Mastercard debit cards are accepted.

### **Death or Incompetence**

Until Stash or the Bank receives notice of death or incompetency, we may act with respect to any Account or service as if you are alive and competent and will not be liable for any actions or inactions taken on that basis. We may act on established instructions unless we receive written notice of death or competency before honoring such instructions.

Once notice is received that the owner of an Account has died or been declared incompetent, we may place a hold on the Account and refuse to accept deposits or permit withdrawals. We may hold any funds in the Account until the successor’s identity is confirmed. If a deposit including salary, pension, Social Security, and Supplemental Security Income (SSI) – payable to the deceased owner is credited to the Account after the date the deceased owner died, we may debit the Account for the deposit and return it to the payer.

### **Foreign Currency**

Neither Stash nor the Bank accepts deposits in foreign currency. Any physical deposits in foreign currency, cash, or check, will be sent back to the address on file for the Account holder.

### **Ledger Balance**

Ledger Balance is the aggregate amount of funds in an Account according to Stash’s records. It includes electronic credits and all cash and other deposits, even if Stash has not yet received credit for some or all deposited items from the funding institution. Your

Ledger Balance may be different from your Available Balance.

### **Legal Process**

We may comply with any legal process, including any writ of attachment, execution, garnishment, tax withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture, or other similar order or a legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served the process, we may charge such costs to your Account, subject to applicable law. You agree to reimburse us for any cost or expense, including attorney fees, which we incur in responding to the legal process related to your Account. You agree that we may honor the legal process that is served personally, by mail, email, or facsimile transmission at any of our offices (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your Account or records are maintained. We may hold and turn over funds or other property to the court or creditor as the legal process directs, subject to our "Rights to Setoff."

### **Mailed Deposits**

Stash nor the Bank accept or process deposits mailed to their offices. An attempt will be made to return any items that may be received by mail for deposit to the Account address on file; however, neither Stash nor the Bank is responsible for any deposits, including cash, that may be lost in the mail.

### **Overdrafts**

If any Item or other debit presented will overdraw the available Account balance, you are responsible for the overdraft amount. If your Stash Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Stash Account has a negative balance for an extended period of time and you have another Account with either Stash or the Bank, either reserves the right to exercise the Right to Setoff. See the "Right to Setoff" section below for details. If your Stash Account has a negative balance for sixty (60) calendar days or more, it will be closed. Stash and/or the Bank reserve the right to close your Stash Account if you overdraw your Stash Account in violation of these terms. If Stash and/or the Bank pay Items or permit withdrawals that overdraw the available Account balance (whether once or repeatedly), it is done at its discretion without any obligation to continue to do so.

### **Our Receipt of Deposits**

In receiving deposits, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. All deposits are posted to your Account conditionally and only if the item is payable in U.S. dollars, subject to our receipt of final payment. If final payment is not received on any item you deposited to your Account, or if any direct deposit, automated clearinghouse deposit, or electronic fund transfer to your Account is dishonored by the issuing financial institution for any reason, you agree to pay the amount of the dishonored deposited funds, and you authorize either Stash or the Bank to debit your Account, without prior notice and at any time, for the amount of the returned item or other deposit. We may also use any other legal remedy to recover the amount you owe. Neither Stash nor the Bank is responsible for any transactions until it is actually received and posted to your Account. Neither Stash nor the Bank is liable for the default or negligence of our duly selected agents or correspondents nor for losses in transit.

### **Prohibited Transactions**

Stash and the Bank strictly prohibit the use of any Account to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft, or similar instrument, or the proceeds of any foregoing) related, directly or indirectly, to federally controlled substances. You agree not to conduct any transactions through the Account which directly or indirectly involve or are related to federally controlled substances, including, without limitation, the acceptance or receipt of any funds or deposits in connection therewith. You also agree not to use your Account for any other illegal activity.

### **Power-of-Attorney**

You may give another person authority to make transactions on your Stash Account by giving power of attorney to another individual. The Account owner and person executing power of attorney over a deposit Account are known as the "Principal." The person granted Power-of-Attorney for the Principal is known as the "Agent." We may refuse to accept a Power-of-Attorney for reasonable cause, and we may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible for providing us with any information if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until a) we receive written revocation from the Principal; b) we receive written notification of the Principal's death; or c) we receive written notification of the death or incapacity of the Agent.

### **"Restricting" Your Account**

If either Stash or the Bank decides to close your Account, we may restrict it prior to closure. If the account is restricted, we may, at our discretion, either accept or return deposits and other items that we may receive after the Account is restricted without being liable to you. If at any time either Stash or the Bank believe that your Account may be subject to irregular, unauthorized, fraudulent,

or illegal activity, we may, in our discretion, restrict the funds in the Account and in other Accounts you maintain, without liability to you, until such time an investigation of the Account and transactions can be completed. If the funds in your Account are restricted, you will be provided with a notice. We may not provide this notice to you prior to restricting the Account if it is believed that such notice could result in a security risk to either Stash, the Bank, or the owner of the funds in the Account.

### **Right to Setoff**

You agree that either Stash or the Bank has the right (without prior notice and when permitted by law) to set-off the funds in an Account against any amount due and payable by you. This right of set-off does not apply to your Account to the extent restricted or prohibited by law or contract. If you have a negative balance in your Account, the negative balance will automatically be deducted from any current or future funds on this or any other Account or Goal you have or maintain.

If your Account has had a negative balance for 45 days, we reserve the right to move money from Goals to your Account.

### **Stop Payment Requests**

To stop a recurring ACH or debit card transfer to a merchant you preauthorized to debit your Stash Account, please contact the merchant to request cancellation of the recurring payment.

If the merchant with whom you arranged recurring transfers from your Stash Account is unable or unwilling to stop the transfer, call Stash at 1-800-205-5164 to request a stop on such payment. Your request to stop payment must be received at least three (3) business days before the payment is scheduled to be made. If you order Stash to stop a pre-authorized payment three (3) business days or more before the transfer is scheduled, and Stash does not do so, Stash will be liable for your losses or damages.

We will accept a stop payment order for a Cashier's Check only if it has been lost, stolen, or destroyed. We will not issue a replacement check sooner than 90 days after the issue date of the Cashier's Check.

## **II. FUNDS AVAILABILITY**

### **Your Ability to Withdraw Funds**

The availability of funds varies depending on the type of deposit made to your Account.

### **Determining the Availability of a Deposit**

The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your Account. For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included. Deposits received by midnight Eastern Time will be considered current-day deposits. Any deposits received after that time will be processed the following business day.

### **Same-Day Availability**

Funds received from preauthorized electronic payments such as payroll direct deposits or other preauthorized electronic payments will be available on the day the deposit is applied to your Account. ACH Credits received from an external bank account will be applied to the Account when we have verified the external Account and received payment on collected funds.

### **Longer Delays May Apply**

Electronic transfers deposited into your Account initiated through the Stash App or Stash Website 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. Longer delays may occur if we have reason to believe a payment may not post.

## **III. TRUTH IN SAVINGS DISCLOSURES**

The Stash Account is not an interest-bearing Account. No interest will be paid.

### **Minimum Balance Requirements**

There is no minimum amount required as an initial deposit to open a Stash Account. You may deposit any amount you wish when opening the Account; however, the Account will remain in a new Account status until thirty (30) days after the Account has received a posted deposit. If no deposit is received within ninety (90) days, the Account will be closed.

### **Transaction Limitations**

Minimum and maximum withdrawal limitations apply. See limits as specified within this Agreement.

### **Goals**

The Stash Goal ("Goal") is not an independent Account. It is a separate part of your Account balance that is set aside and cannot be accessed directly. Money in your Goal, however, is displayed as part of your overall available Account balance. The Goal is not a savings Account, and it does not pay interest. You may create up to five separate Goals.

### Goal Transfers and Limits

You can transfer money from your Account to your Goal (and from your Goal to your Account) at any time, subject to the limits listed in this Agreement and the terms of this section.

- All transfers must be conducted through the Stash App or Stash Website.
- Stash cannot accept Goal transfer instructions over the phone.
- The amount available for transfer to a Goal is limited by the amount available in your accounts at Stash.
- You cannot cash out or spend directly from your Goal; the only way to access money in your Goal is to transfer it to your Account.
- If you have a negative balance in your Account as a result of Account fees or any other reason, and you transfer money from a Goal to your Account, Stash will first apply the money you transfer from the Goal to the negative balance in your primary Account.

## IV. ELECTRONIC FUND TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS

Your Account number and bank routing number can be used for preauthorized direct debits (“ACH Debit(s)”) from merchants, Internet service or other utility service providers (“Merchants”) and for the purpose of initiating direct deposits (“ACH Credits”) to your Account.

The recipient’s name on any direct deposit(s) or ACH Credit(s) must match the name on the Account. Any direct deposits received in a name other than the name registered to the Account may be returned to the originator. Either Stash or the Bank may, in its discretion, permit certain government transfers so long as one recipient on the transfer matches the name on the Account (e.g., tax returns for jointly filed returns).

### Limits on ACH Debit Transactions

Cut-off Time – Any transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day.

Transaction Type	Cut-off Times
ACH Debits	12:00 pm EST - Recurring Transfers 2:30 pm EST - One-time Transfers
ACH Credits initiated from the Stash App or Stash Website to another bank account you own.	2:45 pm EST

ACH Debit Limits – The limitations to the amount of funds that can be transferred from your Account per day are as follows:

Transaction Type	Frequency and/or Dollar Limits
ACH Debits	No limits to the number of times per day Up to \$3,000 per day*
ACH Credits initiated from the Stash App or Stash Website to another bank account you own**	No limit to the number of times per day Up to \$3,000 per day, maximum of up to \$5,000 per thirty days*
*See Stash App or the Stash Website “Transfer” for limits **Acceptance of ACH Credits may vary by financial institution. Please contact the institution you wish to send funds to prior to initiating an ACH Credit to determine if restrictions apply.	
We may change these limits with notice to you. To determine the current limits that apply to you, you can access them under the settings section of the Stash App, Stash Website, or contact Stash Support by calling (800) 205-5164 or emailing support@stash.com.	

### Types of Electronic Funds Transfers Available

You may arrange to have funds transferred directly to your Account, either on a one-time or recurring basis, by your employer or other appropriate payor. Stash and/or the Bank, at their discretion, reserve the right to reject or limit transfers via direct deposit in our sole discretion and may reject or suspend any direct deposit that has identifying information that does not match the identifying information (such as name or social security number) that is on file for you. You may cancel the direct transfer authorization at any

time by sending a written notice to your employer or payor and providing your employer or payor and the Bank sufficient time to act upon the notice. Your employer or payor may terminate this method of payment, with or without cause, at any time.

You may authorize another party, such as a merchant, to make a one-time or recurring payment(s) using the Account and bank routing numbers directly from your Account, subject to the established limitations on withdrawals and transfers.

You may use your debit card to make purchases at merchants that accept your debit card or to obtain cash at ATMs, OTC cash, and, subject to availability, cash back at POS terminals.

### **Right to Receive Documentation of Electronic Funds Transfers**

You will have access to electronic monthly statements that can be viewed via the Stash Website or through the Stash App.

### **Direct Deposit Information**

If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company and have questions about your deposit, please call 1-800-205-5164.

### **Right to Stop Payment of Preauthorized Transfers**

If you have preauthorized payments out of your Account, you can stop any of these payments. Here's how:

To stop a recurring ACH transfer to a merchant you preauthorized to debit your Account, please contact the merchant to request cancellation of the recurring payment.

If the merchant with whom you arranged recurring ACH transfers from your Account is unable or unwilling to stop the transfer, call Stash Support at 1-800-205-5164 to request a stop on such payment. Your request to stop payment must be received at least three (3) business days before the payment is scheduled to be made. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one transfer only.

### **Notice of Varying Amounts**

If these regular payments you make may vary in amount, the person you are going to pay will tell you the transfer date and the amount of the transfer ten (10) days before each payment is scheduled to take place. (You may choose to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount falls outside the limits you set).

### **Liability for Failure to Stop Payment of Preauthorized Transfer**

If you order Stash to stop a pre-authorized payment three (3) business days or more before the transfer is scheduled, and Stash does not do so, Stash will be liable for your losses or damages.

### **Your Liability for Unauthorized Transfers**

Contact Stash immediately if you believe your debit card, PIN, or Account number has been stolen. Telephoning is the best way to minimize your possible losses. If your debit card, PIN, or Account number has been lost or stolen, or someone has transferred or may transfer money from your Account without your permission, call 1-800-205-5164. You may also lock your card in the Stash App or Stash Website to prevent unauthorized transactions. If someone has transferred money from your Account without your permission, submit a dispute on the Stash App or Stash Website.

Under the Mastercard Zero Liability Rules, your liability for unauthorized Mastercard debit transactions on your Account is \$0.00 if you have used reasonable care in protecting your card from loss or theft and you promptly reported loss or theft to Stash. This reduced liability does not apply to certain transactions not processed by Mastercard or to ATM transactions outside the U.S. You must notify Stash immediately of any unauthorized use.

In the event that the Mastercard Zero Liability Rules do not apply, if you notify Stash within two (2) business days after you learn of any unauthorized transactions, you may be liable for no more than \$50.00 if someone used your Account without your permission. If you do not notify Stash within two (2) business days after you learn of the loss or theft of your Card, Account number, or PIN and Stash can prove that it could have stopped someone from using your Account without your permission if you had promptly notified Stash, you may be liable for as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify Stash at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors." If you do not notify Stash within sixty (60) days after you become aware of the transaction(s) and/or the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if Stash can prove that it could have stopped someone from taking value if you had notified Stash in time. If a good reason (such as a long trip or a hospital stay) keeps you from telling Stash, it will extend the time period. If your Card, PIN, or Account number has been lost or stolen, Stash will close your debit card and/or Stash Account to keep



losses down and send you a replacement debit card and/or Stash Account number.

If your Account changes, you must immediately notify your employer or any other payors or merchants. You must provide them with your new Stash Account number to ensure that your direct deposit and/or ACH Debit activity continues uninterrupted.

### **Our Liability for Failure To Complete Transactions**

If either Stash or the Bank does not complete a transaction from your Account or debit card on time or in the correct amount according to our Agreement with you, they will be liable for your losses or damages. However, there are some exceptions. Neither Stash nor the Bank will be liable, for instance:

- If through no fault of theirs, you do not have enough funds available in your Account to make the transaction;
- If a merchant refuses to accept your debit card or Account number;
- If the information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely;
- If the transaction cannot be completed because your debit card is damaged;
- If an ATM where you are making a cash withdrawal does not have enough cash;
- If an electronic terminal (including an ATM or POS terminal) where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- If access to your debit card or Account has been restricted after you reported your debit card or Account number lost or stolen;
- If the funds in your Account are subject to legal processes, an uncollected funds hold, or are otherwise not available for withdrawal;
- If they have reason to believe the requested transaction may not be authorized by you;
- If circumstances beyond our control (such as fire, flood, power failure, strike, labor dispute, critical service provider failure, computer breakdown, telephone line disruption, government or regulatory action, zombie apocalypse, pandemic, or a natural disaster) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- Any other exception stated in the Agreement with you.

### **Confidentiality**

Either Stash or the Bank may disclose information to third parties about you, your Account, your debit card, or the transactions you make:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Account or debit card for a third party, such as a merchant;
- In order to comply with a government agency, court order, or other legal or administrative reporting requirements;
- If you give us your consent;
- To our employees, auditors, affiliates, service providers, or attorneys as needed in relation to the administration of your Account or to perform data processing, records management, collections, and other similar services;
- In order to identify, prevent, investigate, or report possible suspicious or illegal activity;
- In order to issue authorizations for transactions on the Account;
- As permitted by law; or
- As otherwise as necessary to fulfill our obligations under this Agreement and any other agreement that you have with Stash or the Bank.

### **Information About Your Right to Dispute Errors**

In case of errors or questions about your electronic transactions, call Stash at 1-800-205-5164 or submit your dispute within the Stash App or Stash Website as soon as you can. Also, contact Stash if you think your statement or receipt is wrong or if you need more information about a transaction listed in the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

For errors involving transactions with a merchant's POS terminal, whether in-person, online, by telephone, mail, or otherwise, or foreign-initiated transactions. Stash may take up to ninety (90) days to investigate your complaint or question. For errors involving unauthorized preauthorized debits, Stash will ask you to complete and sign a "Written Statement of Unauthorized Debit" and return it to assist in the investigation.

Stash will tell you the results of the investigation within three (3) business days after completing the investigation. If Stash decides that there was no error, Stash will send you a written explanation. Copies of the documentation used in the investigation may be obtained by calling 1-800-205-5164.

## V. MOBILE REMOTE DEPOSIT CAPTURE SERVICE (MRDC)

### Mobile Remote Deposit Capture Service (“MRDC”) General

If Stash and the Bank, at their discretion, make the MRDC service available to you, you can use the service to capture images of Eligible Checks (as defined below) and then transmit those images and other data electronically for deposit to your Account. The check image and associated information transmitted electronically are collectively called the “Check Image.” We may process and collect the Check Images you send in any manner we choose. The paper instrument to which the Check Image relates is called the “Original Check.”

### MRDC Eligibility

Not all new or existing customers are eligible to use MRDC. Eligibility for MRDC is determined based on qualification and enrollment requirements, including the history of any Stash Accounts you have, direct deposit history, direct deposit amounts, and other risk-based factors. We may suspend or terminate your use of the service at any time and without prior notice to you. Stash and the Bank reserve the right to change the qualification and enrollment requirements at their discretion at any time without prior notice. We may require you to upload a picture of your driver’s license or other identifying documents prior to using the service. Eligibility requirements can be found online after you have signed into your Stash Account.

### MRDC Usage

You agree to: (a) implement any changes or upgrades to MRDC that we may require; (b) follow the MRDC instructions for capturing and transmitting Check Images; (c) view each Check Image as it is scanned to ensure that the images (front and back) are being captured properly; and (d) if requested, provide Stash with the Original Checks that are not destroyed and still within your possession (or sufficient copies of the Original Checks) within five business days of the request. A “sufficient copy” of an Original Check is a paper reproduction of an Original Check that accurately represents all of the information on the front and back of the Original Check as of the time the image was transmitted to us by means of MRDC. You agree not to transfer, deposit, negotiate, or otherwise use any Original Check (or a copy of any Original Check) once we confirm its acceptance through MRDC. Once you transmit an Original Check to us, you agree to safeguard the Original Check from access by others. You may use MRDC only for non-business, personal use in accordance with this Agreement. By transmitting a Check Image to us through the Stash App, you authorize Stash to contact you, including via e-mail and the mobile telephone number you have most recently provided us in respect of your Account, regarding any processing issue or collection effort with respect to such Check Image. If warranted, in our reasonable judgment, we reserve the right to monitor your use of MRDC, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement. Stash, acting as an agent of Stride Bank, may change, modify, add or remove functionality from MRDC at any time, with or without notice to you.

### MRDC Technical Requirements

To use MRDC, you must have an Apple iOS or Android device capable of installing and running the Stash App (see relevant app store details for specific hardware and OS requirements) that is additionally equipped with a camera capable of taking photos with at least a resolution of 1600 x 1200 pixels (“2 Megapixels”). You are responsible for providing and maintaining the equipment that is necessary for use of the service. Stash and the Bank assume no responsibility for any errors, failures, or malfunctions of your mobile device or for any virus or related problems that may occur in connection with your use of the service.

### MRDC Availability and Maintenance

Subject to the terms of the MRDC Availability, the service can be utilized twenty-four (24) hours a day, seven (7) days a week, except when the system is unavailable due to needed maintenance or system outages. Neither Stash nor the Bank is responsible for the unavailability of the MRDC service or any damages that may result from its unavailability. NOTICE: YOU AGREE THAT YOUR USE OF MRDC AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. Attempts to provide prior notice of scheduled maintenance will be made, but Stash and the Bank cannot guarantee that such notice will be provided.

### MRDC Security

You are required to use your login credentials established for the Stash App (collectively, “Password”) to access MRDC. You agree to: (a) review and comply with the online instructions provided for using the MRDC service; (b) take reasonable steps to safeguard the confidentiality and security of your Password; (c) refrain from disclosing your Password to others; (d) notify Stash immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (e) immediately change your Password if you know or suspect that the confidentiality of the Password has been compromised in any way. Stash’s security procedure is designed to verify your identity. It is not designed to detect errors by you. Stash may elect, at its discretion, to verify the authenticity or content of any transmission by placing a call to the number on file. Stash may deny access to the service without prior notice if unable to confirm to its satisfaction any person’s authority to access Mobile Deposit or if it believes such action is necessary for security reasons. You agree to be responsible for any transmission or transaction received through the service, even if it is not authorized by you, provided it includes your Password or is otherwise processed in accordance with Stash’s security procedure. Each time you transmit a Check Image, you agree that Stash’s security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions).

**MRDC Fees**

Currently, we do not impose any fees for the MRDC service; however, Stash and the Bank reserve the right to impose fees for the MRDC service in the future, and notification will be provided to you for any such fees, as required by law. Your use of the MRDC service after the effective date of any fee changes will constitute your agreement to such fee changes. You are solely responsible for the cost of any MRDC charges, network connection fees, data charges, communication lines, and other charges payable to third parties.

**MRDC Limits and Funds Availability**

Limits may be imposed on the dollar amount or number of deposits you make through MRDC. If you attempt to make a deposit in excess of these limits, we may, at our sole discretion, reject your deposit. We may permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We may change such limits at any time at our discretion. Your MRDC funds are generally made available as described below. However, Stash may, in its sole discretion, apply greater or lesser hold times based on the institution on which a check is drawn, the Account history, direct deposit history and direct deposit amounts, spending activity and other risk-based factors.

Transaction Type	Dollar Limits
Mobile Check Deposit	Maximum of \$10,000.00 per day Maximum of \$20,000.00 per month
<p>*We will notify you of any delay in the availability of funds for any reason, and we will tell you when the funds will be available. In any case, unless your mobile deposit is rejected or subject to a "Longer Delay" (see below), funds will be available no later than three (3) business days after the deposit is processed.</p> <p>We may change these limits with notice to you. To determine the current limits that apply to you, you can access them under the settings section of the Stash App, Stash Website, or contact Stash Support by calling 1-800-205-5164 or emailing support@stash.com.</p>	

**MRDC Business Days and Cutoff Time**

Our Business Days are open Monday through Friday, excluding federal holidays, even if we are open. Check Images received and accepted for processing prior to 6:00 PM ET on a business day that we are open are considered received as of that day. Otherwise, the Check Images will be considered received on the next business day.

**MRDC Longer Delays**

As indicated above, under certain circumstances, a longer hold period may apply before funds deposited by check are available. These circumstances are inclusive of but not exhaustive:

- Stash or the Bank believes a deposited check will not be paid.
- Your Account has had a negative balance anytime in the last six (6) months.
- Stash or the Bank experiences an emergency, such as fire, flood, failure of communication, computer or other equipment, a suspension of payments by another bank, government or regulatory action, zombie apocalypse, pandemic, or other exigent condition beyond Stash's or the Bank's control.

Stash will send an Electronic Notice informing you if your ability to withdraw funds is delayed for any reason and will tell you when the funds will be available. Generally, funds will be available no later than three (3) business days after the deposit is accepted for processing.

**MRDC Prohibited Checks**

You may only use MRDC to scan and transmit Eligible Checks made payable solely to you and which are properly endorsed by you. You agree that we are not obligated to accept for deposit any Check Image received and that are determined to be ineligible for deposit using Mobile Deposit. You agree that you will not scan and attempt to deposit any of the following:

- Checks payable to any person or entity other than you (i.e., third party checks; even if endorsed over to you);
- Checks that are irregular in any way (for example, where the numerical and written amounts are different);
- Checks payable to "Cash";
- Checks containing alterations, illegible items, fraudulent checks, or checks that you should have known or have reason to believe were fraudulent;
- Checks that have been previously deposited at another institution via physical item, image or electronic funds transfer;
- Checks from financial institutions located outside of the United States;
- Checks that are not payable in U.S. dollars;
- Checks that are more than six (6) months old (i.e., stale-dated);
- Checks that are post-dated, or payable on a date in the future;
- Checks that exceed the deposit limits that we establish for Mobile Deposit;



- Substitute Checks as defined by federal law (i.e., a digital reproduction of the front and back of an original check);
- Demand drafts or remotely created checks (a check created by a merchant with a buyer's checking account number on it, but without the original signature of the person authorizing the transaction);
- Travelers checks and savings bonds;
- Money orders;
- Cashiers or Treasurer's checks;
- Non-negotiable instruments, such as promissory notes; or
- Starter checks or counter checks (checks from a teller window).

The fact that we accept any of the items described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice. Our failure to identify a Check Image you transmit as not being an Eligible Check shall not preclude or limit your obligations to us under this Agreement.

### **MRDC Eligible Checks**

You agree that you will use MRDC to make deposits to your Stash Account only by transmitting to us Check Images of "Eligible Checks." Eligible Checks are checks drawn on U.S. domiciled financial institutions in U.S. dollars that are:

- payroll checks;
- insurance agency checks;
- rebate checks;
- stock dividend checks;
- checks issued by a business to you;
- tax refund checks;
- federal, state, and municipal government checks; and
- personal checks.

Eligible Checks must also meet the following criteria:

- the valid MICR number, check number, and name of the payer are all commercially imprinted on the Original Check;
- your signature (endorsement) is legibly written in ink on the Original Check along with the words: "For Mobile Deposit Only to Stash Account" or in any other manner as instructed by Stash (if you are submitting a check made payable to you jointly with one or more person(s) (i.e., made out to "John Doe and Jane Doe"), it must be endorsed by all payees);
- the check is submitted within six months (6) months of the check date;
- the image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association; and
- the check does not contain erasures and was not altered.

### **MRDC Retention of Original Check**

Once the funds from the Check Image have been credited to your Stash Account, you must mark the original check as "VOID" and retain it for sixty (60) days. You may not present the Original Check or any Substitute Check created from the Original Check for payment at any other financial institution. During this sixty (60) day period, you must store the Original Check securely using precautions at least as secure as those you would use to protect a blank check. You must make the Original Check available to Stash or the Bank for review at any time during this sixty (60) day period as necessary to facilitate the clearing and deposit process, to address third-party claims, or for our own audit purposes. Should you fail to produce the Original Check, you authorize Stash or the Bank to deduct the amount of the check in question from your Stash Account, regardless of whether such action may cause your Account to not have sufficient funds. Immediately after this sixty (60) day period, you must securely and thoroughly destroy the Original Check.

### **MRDC Endorsement**

You will endorse any check or other item submitted for deposit exactly as it was made payable to you. You warrant that all endorsements on items deposited to your Account are genuine. Any endorsement must be placed in the one-inch area starting at the left side on the back of an item, and the remaining area on the back of the item may not contain any preprinted, stamped, or handwritten information. If you fail to do this, you may be required to reimburse Stash for losses incurred. For any check deposited as a Check Image through MRDC Service, you must endorse the check by signing or stamping the back and including a restrictive endorsement of: "For Mobile Deposit Only to Stash #XXXXXXXXXX" or as otherwise instructed by Stash before you take a picture of the check. Check Images received that are not endorsed in accordance with this provision may be rejected.

You authorize Stash or the Bank to supply any missing endorsements if items are made payable to you or your order and you have not endorsed them. You warrant that all endorsements on items deposited to your Account are genuine. Endorsements must be placed only in the area so designated on the reverse side of the check. The remaining area of the check cannot contain any preprinted, stamped, or handwritten customer information.

### **MRDC Check Forms and Special Conditions**

We reserve the right to disregard any information on the check other than the drawer's signature, the payee, the amount, any

magnetically-encoded information at the bottom of the check, and endorsements on the reverse side of the check unless we have previously agreed to do so in writing. For example, we will not be liable for any damages because we pay an Item that contains any conditional statement or restriction such as "Void after 90 days," "Void over \$100," "Payment in Full," or "Two Signatures Required." We will adhere to such conditional statements only if you notify us of the statements before the Item is presented and we have specifically agreed in writing to honor such conditional payment restrictions. If an Item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the Item, you will be responsible for any cost and liabilities associated with such return or delay.

### **MRDC Your Representations and Warranties**

You represent and warrant the following with respect to each Check Image that you transmit through the MRDC service:

- You have the legal right to accept the Original Check for deposit and negotiation to your Account, and the Check Image is of an Eligible Check.
- The Check Image that you transmit accurately represents all of the information on the front and back of the Original Check, including (without limitation) all endorsements, at the time of transmission.
- You have not taken any action that would obscure, alter, or impair the capture or transmission of information on the front or back of the Original Check or that otherwise may prevent us or another bank from capturing or processing such information.
- You make all warranties that would otherwise apply to the Original Check if it had been a paper item deposited with us. For example, you warrant that the Original Check has not been altered and that you have a right to enforce the Original Check.
- You make all encoding, transfer, presentment, and other warranties that Stash or the Bank or any correspondent bank used are deemed to provide to others (e.g., as a reconverting bank) under any law, regulation, operating circular, clearinghouse rule, or image exchange network rule or agreement to which we or they are a party.
- No Original Check will be presented for deposit or payment more than once. You have not previously cashed, deposited, or transferred the Original Check, any image of the Original Check, or any substitute check for the Original Check.
- The Original Check is not otherwise prohibited by this Agreement.
- You will only use the MRDC service for lawful purposes and in compliance with the online instructions and applicable law.
- You will not submit files containing malicious code.
- No person will receive a transfer, presentment, or return of, or otherwise be charged for the Check Image, the Original Check, or a paper or electronic representation of the Original Check such that the person will be asked to make a payment based on an item that it has already paid.
- You will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the technology or MRDC service, copy or reproduce all or any part of the technology or MRDC service, or interfere, or attempt to interfere, with the technology or MRDC service. We and our technology partners retain all rights, titles, and interests in and to the MRDC service and software made available to you.

### **MRDC Confirmations**

We will provide you with a confirmation at the end of each transmission, confirming our receipt of your Check Image and related information. This confirmation does not mean that the transmission was error-free or complete. You agree that your Stash Account will not be deemed to have received your Check Image until you receive confirmation of receipt. If you do not receive a confirmation, it may mean that your transmission was not received or that there was a problem with some of the information. Notwithstanding any confirmation of its receipt, Stash or the Bank may reject the Check Image, with or without cause, and charge the amount credited back against any provisional credit to your Account. When your check funds have been posted to your Account, you will receive an electronic confirmation. The amount of the deposit will be shown in your statements. The legal amount written or printed on the check is the amount that will be accepted when there is a discrepancy between the legal and courtesy amount.

### **MRDC Returned Deposits**

Any credit to your Account for checks deposited using the MRDC service is provisional. If a check deposited through the service is dishonored, rejected, or otherwise returned unpaid by the drawee bank or is rejected or returned by a clearing agent or collecting bank for any reason, including, but not limited to, issues relating to the quality of the image, you agree that we may charge back the amount of the Original Check and send you notification of the return. You will reimburse Stash for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. We may debit your Account to obtain payment for any item that has been rejected or returned, for any adjustment related to such item, or for any warranty claim related to such item, whether or not the rejection, return, adjustment, or warranty claim was made timely. If the maker of a check or another third party makes a claim against us or seeks a re-credit with respect to any check processed through the service, we may provisionally restrict or hold aside a like amount in your Account pending the investigation and resolution of the claim.

### **MRDC Use of Your Geolocation**

When you are submitting an image for processing through the MRDC service, Stash reserves the right to, at our discretion, use your mobile device's capabilities to obtain your geolocation for fraud prevention services. Stash may choose to capture either your current location or the last location stored on your mobile device.

### **MRDC Indemnification**

You will indemnify, defend, and hold Stash and the Bank, our affiliates, officers, directors, employees, consultants, agents, third party service provider, and licensors, harmless against any and all actions, proceedings, liabilities, losses, costs (including attorneys' fees), penalties, fines, and claims, including (without limitation) warranty claims, that result from or arise in connection

with: (i) our processing of Check Images in accordance with this Agreement; (ii) your actions or omissions, including your breach of any representation or warranty, or failure to comply with this Agreement; (iii) any misuse of the mobile deposit service by you; (iv) your failure to comply with applicable law; (v) actions by third parties, such as the introduction of a virus, that delay, alter, or corrupt the transmission of Check Images or information to us; or (vi) any claim by a recipient of a substitute check (corresponding to a check processed through the mobile deposit service) that the recipient incurred a loss due to: (1) the receipt of a substitute check instead of the Original Check, or (2) multiple payments with respect to the same Original Check, based on any combination of the Original Check, the substitute check, and/or any paper or electronic copy of either.

### **MRDC Termination or Suspension of Service**

Stash and the Bank reserve the right to terminate the MRDC service at any time without notice to you. We may suspend or terminate your use of the MRDC service at any time, with or without cause, at our sole discretion. We may suspend or terminate the MRDC service without prior notice to you if: you breach any agreement with us; it is believed there has been or may be a breach in the security of the service or unauthorized activity involving your Account; or there is uncertainty regarding the authorization, completeness, or accuracy of Check Images sent using the MRDC service. Any termination will not affect obligations arising prior to termination, such as the obligation to process Check Images transmitted prior to the termination date or your obligation to indemnify Stash or the Bank.

## **VI. BILL PAYMENT SERVICES**

### **Bill Payment Service General**

Stash's Bill Payment service provides you with the option to pay bills or individuals through your Stash Account. You have the option to enroll in Bill Pay at any time during your relationship with us. In order for you to use the Bill Payment Service, we may share personal information with our service providers who provide the Bill Payment Service, including hosting of the Bill Payment Service and the initiation and completion of bill payment transactions. You acknowledge that those service providers may, in turn, delegate certain of their obligations to other third parties. These service providers and sub-service providers may only use your personal information in order to provide the Bill Payment Service.

### **Bill Payment Service Definitions**

Terms defined in this Section VI have the same meaning as defined in the Agreement unless specified otherwise. In the event of any inconsistency between the terms of Section VI and any other provision of this Agreement, the definitions provided within Section VI control with respect to the Bill Payment Service, but only to the extent necessary to resolve the inconsistency.

- "Bill Payment Service" means the Bill Payment Service offered by BillGO, Inc., that you can access using your Account.
- "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
- "Debit Date" is the day your Account will be debited and is also the day that we will begin processing your Payment Instruction. If you schedule a future Debit Date for a payment, and the date you schedule falls on a non-Business Day, the Debit Date will be the Business Day immediately preceding the date that you scheduled.
- "Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.
- "Pay Date" is the day your Biller should receive your payment.
- "Payment Instruction" is the information provided by you to the Bill Payment Service for a bill payment to be made to the Biller (such as but not limited to, Biller name, Biller account number, and Debit Date).
- "Service Provider" means an agent or subcontractor to you, whether direct or indirect. "Service Provider" expressly includes BillGO and BillGO's permitted agents, subcontractors, and licensors.

### **Bill Payment Service Processing**

You may use the optional Bill Payment Service in the following manner:

- Payments can be entered as a one-time transaction or as recurring transactions that are scheduled.
- Payments entered on our system before 11:59 p.m. EST on a business day will be scheduled and begin processing on the same business day. Payments that are entered after this cut-off time or on a day that is not a business day will be scheduled for processing and processed the next business day.
- Scheduled recurring payments that fall on a weekend or a non-business day will be processed on the next business day.
- You authorize our service providers and us to make payments using a variety of payment modalities, including but not limited to the credentialed card, credentialed non-card, non-credentialed card, non-credentialed non-card (e.g., ACH), check, or via direct integrations with billers.

### **Bill Payment Scheduling**

Transactions begin processing on your Debit Date. The earliest Debit Date for Payment Instructions entered on a non-Business Day will be the next Business Day. When you schedule an individual payment, the earliest possible Pay Date for each Biller (typically five (5) or fewer Business Days from the Debit Date) will be designated through the Bill Payment Service when you are scheduling the payment, and you must select a Debit Date so that the associated Pay Date is no later than the actual Due Date reflected on your Biller statement.

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

### **Bill Payment Authorization and Payment Remittance**

By providing us with the names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions received from you. In order to process payments more efficiently and effectively, you agree that we may edit or alter payment data or data formats in accordance with Biller directives.

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

Commercially reasonable efforts will be made to make all your payments properly, and if the payment is not completed from your Account on time or in the correct amount according to this Agreement, we will not be liable for your losses, costs, or expenses, except for your direct losses or damages to the extent directly relating to our gross negligence or intentional misconduct. Neither Stash nor the Bank shall incur liability if unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

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

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

### **Bill Payment Limits on Payments**

You may not make a payment in an amount greater than \$10,000. Any payments you request will count against the daily dollar limit of purchases that you are permitted to make in a single day using your Account and will be considered to occur on the Debit Date.

### **Bill Payment Prohibited Payments**

The following payments are prohibited through the Bill Payment Service:

- Payments to Billers outside of the United States or its territories.
- Payments prohibited by law.

Except as may be required by law, we will have no liability for any claims or damages resulting from any prohibited payments you may schedule or attempt to schedule.

### **Bill Payment Legal Payments**

Tax payments and court-ordered payments may be scheduled through the Bill Payment Service; however, such payments are discouraged and must be scheduled at your own risk. We will have no liability for any claims or damages resulting from you scheduling these types of payments. We also have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be your sole responsibility.

### **Bill Payment Failed or Returned Transactions**

In using the Bill Payment Service, you are requesting the Bill Payment Service to make payments for you using your Account. If we are unable to complete the transaction for any reason associated with your Account (for example, there are insufficient funds in your Account to cover the transaction), the transaction will not be completed, and we will attempt to notify you. You agree that we reserve the right to obtain financial information regarding your Account from a Biller (for example, to resolve payment posting problems or for verification). We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Biller, Account, or contact information.

### **Bill Payment Biller Limitation**

We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.

### **Bill Payment Returned Payments**

In using the Bill Payment Service, you understand that Billers may return payments to us for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate an account, or Biller account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Biller or void the payment and credit your Account. You may receive a notification from Stash.

### **Bill Payment Scope of Rights**

The scope of any use or license rights is limited to a non-exclusive right to use the Bill Pay Services. You agree to only use the Bill Payment Service for personal use and not for resale. This provision will survive the termination of this Agreement.

### **Bill Payment Limited Agents**

You agree to appoint Stash and the Bank and our third-party service providers as limited agents for the purpose of carrying out or providing the Bill Pay Services. You grant Stash and the Bank, and our third-party service providers the authority to (A) accept the terms and conditions set forth on any Biller website, (B) to access your information contained on any Biller website, and (C) to receive information about you and other information from Billers, and (D) to store the information submitted by you to accomplish the foregoing (A) through (C), but only for the purpose of providing the Bill Pay Services. You are responsible for complying with those terms and conditions.

### **Bill Payment Conditions on Use Rights**

Your use of the Bill Pay Services is conditioned on your compliance with the following: You agree to (A) use the Bill Pay Services only in accordance with this Agreement; (B) not resell, distribute, or otherwise make the Bill Pay Services available to third parties; (C) not alter any copyrights or trademarks in the Bill Pay Services; (D) not use the Bill Pay Services in any manner or for any purpose that infringes or misappropriates a third party's intellectual property rights; (E) not use the Bill Pay Services to commit fraud; (F) not use the Bill Payment Service to attempt to gain unauthorized access to one or more accounts of any third party; nor (G) not use the Bill Payment Service in violation of any applicable law or regulation.

## **VII. ADDITIONAL LEGAL TERMS**

The additional terms in this section apply to your Account and all Services. Services include, among others, online and mobile banking, the Bill Payment Service, Mobile Remote Deposit Capture, and Stock-Back Debit Card.

### **Intellectual Property Rights**

Stash and the Bank and our third-party service providers reserve all rights, titles, and interests in and to the Services, and you only have the limited rights explicitly granted under this Agreement.

### **Illegal, Fraudulent or Improper Activity**

You will not use your Account, the Stash App, Stash Website, or any Service for any illegal, fraudulent, or improper activity. If Stash or the Bank, or any third-party service provider suspects that you may be engaging in or have engaged in fraudulent, illegal, or improper activity, including a violation of any terms and conditions relating to this Agreement, any other agreement you have with us, or any Service, your access to any and all Services may be suspended or terminated. You understand that access to and transactions in your Accounts may be suspended or terminated if an access device has been reported lost or stolen or when Stash, the Bank, or any third-party service provider reasonably believes that there is unusual activity on any of your Accounts. You agree to cooperate fully with the Bank and each third-party service provider to investigate any suspected illegal, fraudulent, or improper activity.

### **Suspension and Reinstatement**

In the event that Stash or the Bank at any time incur a problem with your use of any of the Services, including without limitation, (i) if you breach this Agreement or any other agreement with Stash or the Bank, (ii) Stash or the Bank have reason to believe there has been or may be unauthorized use of your Account, (iii) Stash or the Bank is unable to verify your identity or authority to use any Service to our satisfaction, (iv) your Account is not in good standing, or (v) Stash or the Bank believe that your use of any Service could expose us to increased risk, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or terminate your right to use any Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for Stash or the Bank to take in order to protect us and our third-party service providers from loss. We reserve the right in our sole discretion to grant or deny reinstatement of your use of any Service.

### **Disclaimer**

STRIDE BANK, N.A., STASH, ITS AGENTS, AND THIRD-PARTY SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY IN CONNECTION WITH THE SERVICES, THE STASH WEBSITE, STASH APP, OR ANY CONTENT OR ONLINE OR MOBILE SERVICES PROVIDED THEREIN ("BANK MATERIALS"), ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. STRIDE BANK, N.A., STASH, ITS AGENTS, AND THIRD-PARTY SERVICE PROVIDERS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO THE BANK MATERIALS, AND ANY THIRD PARTY WEBSITE OR SERVICE. STRIDE BANK, N.A., STASH, ITS AGENTS, AND THIRD-PARTY SERVICE PROVIDERS DO NOT WARRANT THAT THE BANK MATERIALS WILL MEET YOUR



REQUIREMENTS, THAT THE OPERATION OF THE BANK MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THE BANK MATERIALS, OR THE SERVER(S) THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. STRIDE BANK, N.A., STASH, ITS AGENTS, AND THIRD-PARTY SERVICE PROVIDERS DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE BANK MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

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

#### **Indemnification**

Except as otherwise set forth in this Agreement, you agree to indemnify, defend, and hold the Bank and its affiliates, officers, directors, employees, consultants, agents (including Stash and its affiliates), third-party service provider, and licensors harmless from any and all claims, actions, proceedings, liabilities, losses, costs, and expenses (including, without limitation, attorneys' fees), penalties or fines related to or arising out of: (a) any third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Services; (b) your violation of any law or rights of a third party; (c) your actions and omissions in connection with your Account(s) or the Services; or (d) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

#### **Limit On Liability**

To the fullest extent permitted by law and except as otherwise set forth in this Agreement, neither the Bank, nor its agents (including Stash and its affiliates), nor any third-party service provider will have any liability in connection with any unauthorized interception or use of data relating to you or the Services; any inability to use or access the Services for any reason; any actions or transactions by an individual that uses your login credentials; or any cause over which the Bank or a third-party service provider does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or third-party Internet service providers. Your sole and exclusive remedy for any failure or nonperformance of the Stash App (including any software or their materials supplied in connection with the Stash App) shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the mobile banking service.

Or in the event of the occurrence (certified by the United States Centers for Disease Control or successor body) of a widespread viral infection transmitted via bites or contact with bodily fluids that causes human corpses to reanimate and seek to consume living human flesh, blood, brain, or nerve tissue and is likely to result in the fall of organized civilization.

YOU AGREE THAT NEITHER WE, STASH, OUR AGENTS, NOR OUR THIRD-PARTY SERVICE PROVIDERS, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF WE OR OUR THIRD-PARTY SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

#### **Limitation on Time to Sue**

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to the Service must be commenced no later than one year after the day the cause of action accrues.

#### **Waivers**

We, Stash, our agents, and third-party service providers may delay enforcing our rights under this Agreement without losing them. Any waiver by us, Stash, our agents, or third-party service providers shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Agreement.

### **VIII. ARBITRATION**

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

representations whatsoever except those contained in this Agreement.

#### ARBITRATION NOTICE

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

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

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

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

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

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

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

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

**SCHEDULE OF FEES****Account Services**

Initial Debit Card (ordered at Account funding)	No Fee
Debit Card replacement (if second occurrence and any thereafter)	No Fee
Debit Card Transactions*	No Fee
Out of Network ATM Withdrawal Fee**	\$2.50 per event
Out of Network ATM Balance Inquiry Fee**	\$0.50 per event
External Debit Card "Move Money"	\$0.30 per event
Stash Bank to External Debit (an instant withdrawal)	1% fee per transfer
Account Transfers	No Fee
Stop Payments	No Fee
Mastercard® Debit Card Foreign Currency Conversion Rate*** *** Additional charges may be imposed by other financial institutions	3%

\*This is our fee. Authorized third parties may charge additional fees.

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

**Statement and Research Services**

Account Statement - Online	No Fee
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