

NALA Terms of Service USA

November 2025

These Terms and Conditions (these “Terms”) of NALA INC (“NALA,” “we,” or “us”) are an agreement that describes your rights and responsibilities as a NALA user. This page explains the terms by which you may access and use our online and/or mobile services, website, software, and documentation provided on or in connection with the service (collectively, the “Service”). These Terms hereby incorporate by reference, and you represent and warrant that you have read, understood and agree to be bound by the NALA Referral Program Terms and Conditions found [here](#) and our Acceptable Use Policy found [here](#), each as may be amended, altered, modified, replaced or suspended from time to time by NALA, in whole or in part, and at NALA’s sole discretion. By accessing or using the Service, or by clicking a button or checking a box marked “I Agree” or equivalent at any point, you signify that you have read, understood, and agree to be fully bound by these Terms and to the collection and use of your information as set forth in our Privacy Notice available [here](#), whether or not you are a registered user of our Service. NALA reserves the right to modify these terms with immediate effect, and if necessary, will provide notice of the relevant changes in a reasonable manner or form as determined in the sole discretion of NALA. These Terms apply to all visitors, users, and others who directly and/or indirectly access the Service (“Users”).

We may present to you an offer from a Bank to open a transaction account (“Banking Account”) and to use Bank’s transfer services (the “Remittance Services,” individually and collectively, with the Banking Account, the “Bank Products”). Our Services may be provided to you to help you view, manage and access your Bank Products. The Bank Products are made available by a licensed bank, a member of the Federal Deposit Insurance Corporation (each, a “Bank”), in direct and/or indirect partnership with us and/or our Affiliate entities. The Banks we partner with, and its additional related notice, disclosures and requirements, are set forth below under the section titled, “Bank Partner Disclosure.”

We operate software that allows you to access services of a Bank but we ourselves do not provide licensed banking services as we are not a bank. For clarity, certain banking services and Bank Products requiring a banking license are provided by the licensed Banks through a partnership with NALA and/or its affiliate entities. However in specific states where NALA’s affiliated entity, Nala Payments LLC (“Nala USA”), is duly licensed, the Services that require a money transmitter license are offered through Nala USA via its own licenses. It is in the other states where Nala USA does not possess the requisite licenses, that NALA’s affiliate Mufasa Payments LLC (“Mufasa”) partners with the Banks holding the necessary licenses to make available the relevant Services that are offered to you. In such cases, all Bank Products requiring a banking license are provided solely by the Bank with which Mufasa has a partnership with, and are governed by the applicable separate agreements between you and the Bank (each, a “Bank Agreement”).

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN SECTION 13.2 (THE “ARBITRATION AGREEMENT”) AND CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 13.3 (THE “CLASS ACTION/JURY TRIAL WAIVER”) THAT REQUIRE, UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS IN SECTION 13.2, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THESE TERMS. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTION OR PROCEEDING.

1. How to contact us

NALA can be contacted via the following means:

- Email using the email address: support@nala.com,
- Website: www.nala.com

The Service is controlled and operated from facilities in the United States and United Kingdom. NALA makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable



laws and regulations, including but not limited to export and import regulations. You may not use the Service if, and you represent and warrant that you will not use the Service if, you are a resident of a country embargoed by the United States or that has been designated by the United States government as a "terrorist supporting" country, or you are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

2. What NALA's Service does and a Description of Banking Products

a. Transfer Services

The Service provides Users with the ability to access Bank Products and to directly and/or indirectly instruct Bank to conduct a transaction in which you (the "Sender") send (a "Transfer") a designated amount of funds from your Banking Account through Bank and other third-party payout and payment service providers (each, a "Payout Provider") to your account located at another institution, a designated individual or to an individual's foreign bank account or Banking Account for deposit (the "Recipient"). Transfers may not be made to all countries and in all currencies. As part of Transfers, you may convert currencies, to the extent supported by the Service. Currencies supported for Transfer are listed in the Service. For each Transfer that you make, in addition to a Transfer fee that will be disclosed to you prior to you authorizing the Transfer, we may charge you a fee when a Transfer is not paid out in U.S. Dollars. The foreign currency exchange rate will be disclosed to you prior to your authorizing a Transfer. The "Transfer Amount" is the amount of the Transfer, excluding the Transfer fee. The Transfer Amount and the Transfer fee (and transfer taxes, if any) will be deducted from your Banking Account. The Transfer Amount does not include any local taxes or fees charged by Recipient's financial institution, and, as such, may be less than what is disclosed to you. All Transfer fees are made free and clear of, and without any deduction or withholding for and on account of, any local taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country are your sole responsibility. We may provide estimates of the local taxes and other fees that may be charged for a Transfer, but the exact amount of the local taxes and other fees are determined by the jurisdiction in which funds are received.

We or Bank reserves the right at any time, and from time to time, to modify or discontinue any Transfer (or any part thereof) with or without notice. Your Transfer may be delayed due to business hours, systems availability and currency availability. You agree that you will only use the Transfer for your or your Recipient's personal reasons. If we or Bank reasonably suspect or discover you are using the Transfer to send a transfer to or on behalf of a Recipient which is a business or entity, we or Bank may, in our sole respective discretion, cancel your Transfer. You agree that neither we nor Bank are liable for your use of the Transfer for commercial purposes. We or Bank may, without notice (except as required by law) and without liability to you, delay, cancel, refuse to honor any instruction for a Transfer, stop or reverse any Transfer, or otherwise suspend or terminate access to, or refuse to provide, any Services or Transfer at any time in its sole discretion.

All money movement is conducted by Bank or Payout Providers. We operate software that allows you to access services of Bank. We act as agent of Bank or its agent and will provide you Regulation E disclosures under the remittance transfer rules as such.

(i) How to Initiate a Transfer:

To initiate a Transfer, you must enter the name of the Recipient, the desired Transfer Amount and such other information as may be required. For each Transfer you initiate, you authorize Bank or any Payout Provider (or any party authorized by Bank or Payout Provider) to debit your Banking Account or linked account for the Transfer Amount, plus any applicable fees, including the Transfer fee, and applicable taxes. By requesting a Transfer, you verify that this information is correct and intentional to the best of your knowledge, and authorize Bank and any Payout Provider to initiate this transfer on your behalf, including the extraction of funds from your provided method of payment. The funds for the Transfer must be available in the Banking Account from which the Transfer is made. There is no obligation to effect a Transfer unless sufficient funds are available in your Banking Account and neither we nor any Payout Provider will have any liability if a Transfer is not effected as a result of the unavailability of sufficient funds. You are responsible to us and Payout Provider if your Transfer is completed in accordance with your request and, for any reason, any such party is unable to collect the funds from your Banking Account.

A currency exchange rate may be applied to Transfers that payout in currencies other than U.S. Dollars. U.S. Dollars will be converted to other currencies at an exchange rate set by us (the "Exchange Rate"). The Exchange Rate to be used for your Transfer will be reflected in the pre-payment disclosure and the Receipt. The Exchange Rate will be rounded to a consistent number of decimal places for each currency pursuant to applicable laws and regulations. Any difference in the Exchange Rate disclosed to you and the exchange rate received will be kept by us (and our Payment Provider in some cases), in addition to any other fees we may charge you. Depending on your state of residence and applicable licensing, your Transfers may be processed directly via Nala USA or through a Bank in partnership with Nala and/or its Affiliate entities.



(ii) Right to Cancel

If you wish to withdraw your consent to complete this transaction at any time prior to submission, pressing “Cancel” will effectively cancel your transaction. You may cancel a Transfer within 30 minutes of authorizing your Transfer, unless the funds have already been paid out to the Recipient. Your Banking Account will be credited for the amount debited (including any fees, and taxes if not prohibited by law) in connection with the cancelation of a Transfer. Generally, your recipient is paid instantly through the Mobile Application; accordingly, once you originate a transfer, you may be unable to stop or change it.

(iii) Receipts

Following your initiation of and payment for the Transfer, we will provide you with a post-transaction communication (“Receipt”) which will serve as your record of the Transfer. Records of all Transfers that you initiate will be posted and updated in your Digital Wallet, which can be accessed through your Mobile Application. You agree to regularly check for information related to your Transfers through your Mobile Application, and you agree to contact us immediately if you have any questions or issues regarding any Transfer.

(iv) Limits

Either we and/or Bank may from time to time set limits on the value of transfers you may send (both individually and cumulatively), as well as the value of transfers any recipient may receive. Either we and/or Bank may delay payment of your transfer to allow either we and/or Bank to determine that your remittance complies with applicable laws and these Terms. NALA has the right, without notice to you, to refuse to accept or pay any transfer request that you submit through us that we determine in our sole discretion may violate applicable law, regulation or our policies, including laws, regulations and policies intended to help detect and prevent money-laundering, terrorist financing, fraud, and other abuses of financial services; if we agree to process a transfer request and then determine that it may violate any such law, regulation or policy, we may hold the transfer request until such time that the matter is resolved. For security reasons, we may impose additional deposit request and withdrawal request limits. These limits are designed to be flexible as to protect the security and integrity of the Service and other users. These limitations may be based on confidential fraud and risk criteria essential to our management of risk and the protection of you and the integrity of the service or system and may be modified at our sole discretion without advance notice.

(v) Information Provided to NALA

You represent and warrant that all information you enter into the Mobile Application or otherwise provide to NALA is true and complete, including but not limited to information about you, your payments, account information, and your Recipient. When processing a transfer request, NALA will rely on the registration information and transfer information that you provide, including your phone number. By providing your phone number, you voluntarily consent and opt-in to receive text messages from NALA. These messages will exclusively be for the purpose of verifying your account and delivering two-factor authentication (2FA) codes to bolster the security of your NALA account. Where NALA seeks to send marketing messages, fresh express consent will be sought from you first. Please be aware that standard message and data rates may apply, as determined by your mobile service provider. The frequency of these messages may vary based on the specific requirements of your account and the services provided by NALA.

You acknowledge that any errors in the information, including without limitation misidentification of your Recipient, incorrect or inconsistent account names, numbers, or amounts, are your responsibility and that NALA shall have no liability for executing a transfer based upon the inaccurate or incomplete information you provided or entered. You agree that NALA may request your mobile carrier to help verify your identity, including without limitation your name, billing and email address, and location. NALA reserves the right to close, suspend, or limit access to your Account and/or the Service in the event we are unable to obtain or verify your identity.

If NALA is unable to complete processing of the transfer request to your Recipient because you provided incorrect information about the Recipient, such as an incorrect telephone number, an incorrect or misspelled name, the wrong bank or bank account or any other misinformation, you will be liable for all costs, fees, expenses and losses that NALA incurs in returning the transfer to you, such as processing costs, losses arising due to exchange rate fluctuations and third party service charges.

If your Banking Account was charged for a transfer which you did not authorize, you will be refunded the amount of the transfer promptly and at the latest by the end of the business day following the day on which we were notified of or otherwise became aware of the unauthorized transfer. However, in case there are reasonable indications of a fraudulent activity by you, we will have no obligation to refund any applicable transfers.

NALA shall not be liable to you for any loss resulting from NALA's inability to cancel or refund a transfer request. If NALA refunds a transfer to you, the refund may be paid by a credit to your Account. Such credits are applicable only toward future use of the Service and are not convertible into cash or any type of refund. The remedies set forth in this Section are NALA's sole and exclusive liabilities and your sole and exclusive remedies for any payment errors relating to the Service.



(vi) Error Resolution and Cancellation

You have a right to dispute errors in your transaction. If you think there is an error, contact us within 180 days at support.nala.com. You can also contact us for a written explanation of your rights. You can cancel for a full refund within 30 minutes of payment, unless the funds have been picked up, delayed or deposited. To cancel, please contact us at support@nala.com. Refunds will be credited to your Account and will be made in U.S. Dollars. Refund amounts will not be adjusted to account for changes in the value of the U.S. Dollar or foreign currency from the time your Transfer was submitted. When you contact us, you must provide us with information to help us identify the Transfer you wish to cancel, including the amount and location where the funds were sent. For questions or complaints about NALA, contact:

Consumer Financial Protection Bureau, 855-411-2372, 855-729-2372 (TTY/TDD), www.consumerfinance.gov.

What to do if you think there has been an error or problem with your Transfer:

If you think there has been an error or problem with your Transfer:

- email NALA at support.nala.com ;
- or
- write NALA at 134 N 4th St, Brooklyn, NY 11249.

You must contact us within 180 days of the date we promised to you that funds would be made available to the Recipient. When you do, please provide us with:

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

We will determine whether an error occurred within 90 days after you contact us and we will correct any error within one business day. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will email you a written explanation. You may ask for copies of any documents we used in our investigation.

For purposes of these disclosures, our Business Days are Monday through Friday 8 a.m. – 8 p.m., excluding federal and legal banking holidays in the State.

b. Digital Wallet Services

You may use the Service to view funds stored in your Banking Account, as well as other accounts held for or on your behalf that are linked to our digital wallet (the "Digital Wallet"). You may use your Digital Wallet to link U.S. bank account(s) and/or (U.S. debit / credit card(s) to your Banking Account.

Any funds shown in the Banking Account through the Digital Wallet are not held by NALA.

The balances held in your Digital Wallet may be held in certain currencies described in the Service. You may hold a balance in more than one of these currencies at the same time. You are responsible for all risks associated with maintaining multiple currencies. You may not manage multiple currencies for speculative trading purposes.

Banking Products

If you open, obtain or otherwise access Bank Products, you will be able to manage your Bank Products, view your transaction history and other account information, perform certain transactions, and access various features of your Bank Products using the Service. Your use of the Service is governed by these Terms, but the Banking Products and any transactions you make in connection with your Banking Products (including transactions you initiate through the Service) are covered by the Bank Agreement. However, your Regulation E rights disclosed hereunder apply to Transfers.

The Service allows you to perform certain functions and transactions on or related to your Bank Products, including, viewing your balance and transaction history, and submitting transaction instructions to Bank and Payout Providers, including instructs to transfer funds from your Banking Account to designated accounts or Recipients.

Through the App, you may direct us to retrieve your account transaction history, balance information, and/or other information maintained by third-parties with which you have relationships, maintain accounts or engage in financial transactions ("Third-Party Account Information"). We work with one or more third-party service providers to access this Third-Party Account Information. We will use this information to provide you with the Service you request, for our own internal business purposes and to offer you other products and services that may be of interest to you. By requesting an account link, you authorize us to access this information maintained by identified third parties, on your behalf as your agent, and you expressly authorize such third parties to disclose your information to us. You also agree that you are



responsible for keeping any passwords and usernames you provide to us so we can retrieve this Third-Party Account Information secure, and for keeping those passwords and user names up to date in the App. We do not review the Third-Party Account Information for accuracy, legality or non-infringement, and we are not responsible for your Third-Party Account Information or products and services offered by or on third-party sites.

Relating to Bank Products, you may use the Banking Account to store money in a non-interest bearing account maintained by Bank for you, and which provides such features as Bank may make available from time to time. These features may include (without limitation) the ability to load money in the Banking Account. You may upload money to your Banking Wallet through one or more methods as set forth in the Service. We cannot guarantee the use of any particular upload method and Bank may change or terminate any upload method at any time without notice to you. Funds deposited in your Banking Account will be displayed through the Service once it is received and settled, and we are not responsible for the money you have loaded.

3. Registering to use the NALA Service

In order to use the Service, you must be 18 years of age and a resident of the US or another origination country currently approved by NALA, have a U.S. payment account in your name, and be a registered User with NALA. In order to access the NALA Mobile Applications (as defined below), you must have a cellular device that is compatible with iPhone or Android application software. In order to register, you must download the applicable Mobile Application and provide NALA with information about yourself, such as your name, telephone number, email address and other information or documentation, including a photo of your government-issued identification document that will allow us to verify your identity. You agree to provide complete and accurate information and/or documentation in connection with the registration process, and you further agree to update this information as may be reasonable or necessary to keep it complete and accurate at all times. We shall use this information as set out in our Privacy Notice which is available [here](#).

Your use of the Mobile Application and our Service is subject to our ability to verify your identity. You authorize NALA to obtain information about you from third parties (including financial institutions, credit reporting agencies and your telephone service provider), although NALA has no obligation to do so. If you do not provide accurate and complete information during registration or when requesting a service, we have the right to prohibit you from using the Service or the Mobile Application or to stop your requested payment. Inaccurate and/or incomplete information provided by you during registration or when requesting a transfer may cause errors in your requested payment, or may delay or restrict your access to the Mobile Application or Service.

Your account on the Service (your "Account") gives you access to the services and functionality that we may establish and maintain from time to time and at our sole discretion. Upon registration for an Account, you must create a password associated with your Account. Once you enable your security credential you will then be prompted to use a security credential each time you attempt to transfer funds. By connecting to NALA with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User's Account without permission. You are solely responsible for the activity that occurs on your Account, and you must keep your Account password secure. You must notify NALA immediately of any breach of security or unauthorized use of your Account. NALA will not be liable for any losses caused by any unauthorized use of your Account.

You may control your User profile and how you interact with the Service by changing the settings in your [settings page]. By providing NALA your email address you consent us to using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your [settings page]. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

4. Using the NALA Service

Subject to these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, non-commercial use only and as permitted by the features of the Service. NALA reserves all rights not expressly granted herein in the Service. NALA may terminate this license at any time for any reason or no reason.

Each time you access the Mobile Application, you are confirming the accuracy and completeness of all of your registration information to us. In the event that you attempt to log in to your Account from a new device, we will prompt you to enter your password to access your Account from a new device.

5. Availability of the NALA Service

The Mobile Application and Service are generally available 24 hours a day, 7 days a week, 365 days a year. Although the Mobile Application and Service are generally available 24 hours a day, 7 days a week, 365 days a year, there may be times when the Service is unavailable. Periods of unavailability may be caused by NALA's own acts (such as temporary periods when the Mobile Application and Service are taken off-line to make upgrades or improvements), or by events beyond NALA's control, such as power outages, telecommunications failures, war or civil unrest, natural disasters or other acts of God.

6. Fees and charges

Fees will apply to transactions carried out through the platform. The fees charged will depend on among other factors; your location, recipient country, prevailing partner costs, payout method, currency, and transfer amount. NALA will disclose its fees and charges for providing the service to you before you initiate a payment. By proceeding with the transaction, you acknowledge and agree to the fee as presented at that time.

NALA also charges a fixed markup on the foreign exchange rate for cross border payments. In addition to the fees and charges, NALA will also show you the foreign exchange rate (that is, the rate at which your funds will be converted into the currency to be paid to your recipient) applicable to your transfer before you send it. NALA's foreign exchange rates change day to day, and in some instances intraday.

Fees shown at the time of the transaction represent the total service charge applicable to that transfer, and Nala's fees are applied in accordance with applicable laws and regulations.

NALA may adjust its fee structure from time to time. Any changes will be reflected in the fee information displayed before you confirm a transaction and, where required, communicated to you. You agree to pay all charges incurred by users of your Account in connection with a transaction with the Service at the rates in effect when such charges are incurred. You will pay all applicable taxes, if any, relating to any such transactions.

7. Language and information

The language of any agreement between you and us, including these Terms and the Privacy Notice, is English, and all services, instructions and transactions carried out in connection with it will be in English. Upon registering for a NALA Account, the Terms will be made available to you within the Mobile Application. Any necessary transmission of information, including information relating to the Account, will be provided within your Mobile Application, from which you may download the relevant information. Updated information will be provided within the Mobile Application whenever there is a change to existing Terms.

8. Preventing fraud

Your Account and registration are personal to you. You may not allow your registration details to be used by anyone else. Registration with NALA allows your payment account to be accessed through the Mobile Application. NALA cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk. If you suspect any fraud on your Account, or if you suspect that your registration details or other security credentials have been compromised, you must contact us immediately at support@nala.com.

You authorize NALA, in order to provide you with the Mobile Application and Service, to view, monitor and analyze all activity in your Account and to track, predict, report on and monitor fraud and other suspicious or financially risky activity. You further authorize NALA to investigate any potential fraud, suspicious or financially risky activity.

Where NALA's analysis of your Account indicates that there is likelihood of fraud, suspicious activity or financially risky behavior occurring that can be eliminated, reduced or prevented by taking any action permitted (including but not limited to suspending or declining payments), you further authorize NALA to implement such action.

9. Liability and indemnity terms

Indemnities. In consideration of our agreement to provide you with the Mobile Application and Service, to the extent permitted by law, you agree to fully indemnify and hold NALA and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable legal & attorney's fees - arising out of (i) your use of the Mobile Application or the Service, (ii) your breach of this Agreement, (iii) NALA acting upon your request for a transfer, (iv) your violation of any third-party right, (v) your



violation of any applicable law, rule, or regulation, (vi) any content that is submitted via your Account, including without limitation misleading, false, or inaccurate information; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

Disclaimer. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY LAW, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NALA OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, NALA, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

FURTHER, NALA DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND NALA WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. The Service may contain links to third-party services or products that are not owned or controlled by NALA, including without limitation telecommunications providers in connection with Airtime Top Up. NALA does not endorse or assume any responsibility for any third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service, you do so at your own risk, and you understand that these Terms and NALA's Privacy Notice do not apply to your use of such sites. You expressly relieve NALA from any and all liability arising from your use of any third-party website, service, or content.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NALA, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE. UNDER NO CIRCUMSTANCES WILL NALA BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NALA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL NALA, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO NALA HEREUNDER OR USD\$50.00, WHICHEVER IS LESSER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF NALA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

For the avoidance of doubt, this limitation of liability does not apply to any “error” governed by Regulation E related to the Transfer.

10. Force Majeure. NALA shall neither be liable for any breach of our obligations under the agreement to you nor for any failure or delay in performance of any obligations under the agreement arising from or attributable to acts, events, omissions or accidents beyond our reasonable control, including, without limitation, where our failure to perform our obligations arise from:

- an act of God, fire, flood, earthquake, windstorm or other natural disaster, explosion or accidental damage, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, export controls, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, civil commotion or riots, pandemic or epidemic, industrial disputes, shortages of raw materials or components, general disruptions to transportation, telecommunication systems, power supply or other utilities,
- the acts, decrees, legislation, regulations or restrictions imposed by any government or state,
- the actions or omissions of the third parties,
- malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of messages you send to us,
- any losses or delays in transmission of messages arising out of the use of any internet access service provider or caused by any browser or other software which is not under our control, or
- any malicious code interfering with the service.

10. When these Terms apply and how they change

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if, in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

11. When these Terms terminate

NALA may terminate these Terms at any time.

You may close your Banking Product by providing notice pursuant to the Bank Agreement and terminate the Terms at any point in time for any reason by selecting that option within your Account.

Any termination of the Terms or cessation of services does not relieve you of obligations to pay fees or costs accrued prior to the termination. If you terminate the Terms, your Banking Products will automatically terminate and your funds in the Banking Account will be transferred to the account where the funds originated from.

12. Miscellaneous

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law. Each party acknowledges that (i) these Terms contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter; (ii) in entering into these Terms, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to these Terms or not) (“Representation”) other than as expressly set out in this Agreement; and (iii) the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms. A person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture. Each party confirms it is acting on its own behalf and not for the benefit of any other person. In particular, you agree not to use the NALA app or Service on behalf of, or as an agent of, any other person.

13. Governing Law.

13.1 You agree that: (i) the Service shall be deemed solely based in New York; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than New York. These Terms shall be governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") governs the interpretation and enforcement of the Arbitration Agreement in Section 13 and preempts all state laws to the fullest extent permitted by law. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue shall be resolved under and governed by the law of your state of residence. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in New York for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that New York is the proper and exclusive forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

13.2 Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM NALA. This Section 13.2 (the "Arbitration Agreement") applies to and governs any dispute, controversy, or claim between you and NALA that arises out of or relates to, directly or indirectly: (i) these Terms, including the formation, existence, breach, termination, enforcement, interpretation, validity, or enforceability thereof; (ii) access to or use of the Service, including receipt of any advertising or marketing communications; (iii) any transactions through, by, or using the Service; or (iv) any other aspect of your relationship or transactions with NALA, directly or indirectly, as a consumer ("Claim" or collectively, "Claims"). The Arbitration Agreement shall apply, without limitation, to all Claims that arose or were asserted before or after your agreement to these Terms.

If you are a new NALA user, you can reject and opt-out of this Arbitration Agreement within 30 days of accepting these Terms by emailing NALA at support@nala.com with your first and last name and stating your intent to opt-out of the Arbitration Agreement. Note that opting out of this Arbitration Agreement does not affect any other part of these Terms, including the provisions regarding controlling law or in which courts any disputes must be brought.

For any Claim, you agree to first contact us at support@nala.com and attempt to resolve the dispute with us informally. In the unlikely event that NALA has not been able to resolve a Claim after sixty (60) days, we each agree to resolve any Claim exclusively through binding arbitration by AAA before a single arbitrator (the "Arbitrator"), under the Expedited Procedures then in effect for AAA (the "Rules"), except as provided herein. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall control. AAA may be contacted at www.adr.org, where the Rules are also available. The arbitration will be conducted in the U.S. county where you live or New York, unless you and NALA agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) AAA may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from AAA; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You and NALA agree that the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms, any provision of these Terms, is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, unconscionability, or estoppel.

Nothing in this Section shall be deemed as: preventing NALA from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights; or preventing you from asserting claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances on only an individual (non-class, non-representative) basis.

If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, shall be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, shall have no impact on the remaining provisions of the Arbitration Agreement, which shall remain in

force, or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement shall be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief shall be stayed pending the outcome of any individual claims in arbitration.

13.3 Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AND NALA AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER NALA USERS. YOU AND NALA FURTHER AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND NALA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER.

14. Mobile application terms

14.1 Mobile Applications. We may make available software to access the Service via a mobile device ("Mobile Applications"). To use any Mobile Applications you must have a mobile device that is compatible with the Mobile Applications. NALA does not warrant that the Mobile Applications will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. NALA hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one Account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Applications; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications, or features that enforce limitations on use of the Mobile Applications; or (v) delete the copyright and other proprietary rights notices on the Mobile Applications. You acknowledge that NALA may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and NALA or its third-party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void. NALA reserves all rights not expressly granted under these Terms. If the Mobile Applications is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Applications will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by these Terms of Service and is prohibited except to the extent expressly permitted by these Terms of Service. The Mobile Applications originates in the United States, and is subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Service.

14.2 Mobile Applications from Apple App Store. The following applies to any Mobile Applications you acquire from the Apple App Store ("Apple-Sourced Software"): You acknowledge and agree that these Terms are solely between you and NALA, not Apple, Inc. ("b") and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent

permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to NALA as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to NALA as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, NALA, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and NALA acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

14.3 Mobile Applications from Google Play Store. The following applies to any Mobile Applications you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that these Terms are between you and NALA only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) NALA, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms as they relate to NALA's Google-Sourced Software.

15. Peer-to-Peer Transfers ("Nala Tags")

The terms and conditions for Peer-to-Peer Transfers are available [here](#). By using the Peer-to-Peer Transfers Service you agree to be bound by these terms and conditions.

Electronic Fund Transfers (EFTs) and Account Balances. Mufasa partners with federally regulated financial institution Lead Bank N.A. ("Lead Bank"), or the financial services software company Sila Inc. ("Sila") and Priority Technology Holdings inc. ("Priority Commerce"), either directly and/or indirectly through its authorized affiliates, contractors and partners (with Sila directly through its subsidiary Finxera, Inc. (NMLS #1168701), or indirectly through its banking partners that includes but is not limited to Wells Fargo, N.A., Comerica Bank, Axos Bank, and Western Alliance Bank), to offer you electronic fund transfers and provide you with an Account. The Account allows you to access certain parts of the Services that store value and perform certain transactions through our platform. Either Lead Bank or Priority Commerce provides you with the Account pursuant to either the terms and conditions of the Lead Bank Agreement to which you agreed, available at <http://www.nala.com/terms-of-service-usa-lead-funds-transfer-agreement>, or the Priority Passport Account Agreement to which you also agreed that is available [here](#). By registering, linking your external bank account, and/or authorizing any electronic payment, you also agree to [the Priority Commerce Terms](#), acceptable [use policy](#), and [electronic communications](#) (altogether, the "Sila Terms"), as well as the Lead Bank EFT Agreement, Lead Bank Electronics Communications Policy, Lead Funds Transfer Agreement, and the Lead Bank Privacy Policy (all of which can be found on our website at nala.com) (altogether the "Lead Bank Terms"). You must fully comply with both the Sila Terms as well as the Lead Bank Terms when creating or using your account with NALA and/or its Affiliate entities. IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE TERMS AND CONDITIONS OUTLINED IN THE SILA TERMS AND/OR THE LEAD BANK TERMS BECAUSE THEY CONTAIN TERMS AND CONDITIONS CONCERNING YOUR ACCOUNT WITH US, INCLUDING BUT NOT LIMITED TO LIMITATIONS, REVERSALS, MANDATORY ARBITRATION, AND YOUR RELEVANT RIGHTS AND LIABILITIES.