This document contains important information about your Debit Card Account rights and responsibilities. Please keep a copy for your records. Contact customer service with any questions about these terms and conditions.

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BAANX US DEBIT CARD ACCOUNT AGREEMENT AND DISCLOSURES

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## **DEBIT CARD ACCOUNT OVERVIEW**

Account Type: General Purpose Reloadable Debit Card Account

Account Holder: Individual customers 18+ years of age

**FDIC Insurance:** Funds underlying your Debit Card Account are held in one or more custodial accounts at Cross River Bank. Subject to applicable FDIC deposit insurance rules, including rules on aggregation of deposits, the funds may be eligible for FDIC deposit insurance. For more information about FDIC deposit insurance accounts a place visit annual file and

information about FDIC deposit insurance coverage, please visit www.fdic.gov.

System of Record: Baanx maintains individual cardholder account records and transaction

history

# IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license, passport or other identifying documents.

#### **ACCOUNT FEATURES**

- Mastercard/Visa debit card for purchases and ATM withdrawals
- Unique routing and account number for ACH deposits and withdrawals
- No minimum balance requirement
- No monthly maintenance fees
- Available in all 50 US states, District of Columbia, and Puerto Rico
- International transactions enabled
- Card-not-present transactions enabled
- Mobile app access for account management
- Real-time transaction alerts

## **ELIGIBILITY REQUIREMENTS**

To open and maintain a Debit Card Account, you must:

- Be 18+ years of age
- Have valid US government-issued identification
- Provide a US residential address
- Pass identity verification through integrated KYC processing partner

- Pass OFAC sanctions and watchlist screening
- Individual accounts only (no joint accounts, business accounts, or trusts)

## **ACCOUNT OPENING PROCESS**

- 1. Complete online application with personal information
- 2. Provide required government-issued identification documents
- 3. Identity verification conducted through third party partner
- 4. OFAC/sanctions screening performed
- 5. Account approval (automatic if all requirements met)
- 6. Receive unique routing and account number
- 7. Debit card shipped to verified address following the process of ordering a card

## ELECTRONIC FUND TRANSFER AGREEMENT (REGULATION E DISCLOSURE)

## YOUR RIGHTS AND RESPONSIBILITIES

## **Types of Electronic Fund Transfers Available:**

- ACH deposits to your Debit Card Account
- ACH withdrawals from your Debit Card Account
- Debit card purchases (point-of-sale and online)
- ATM cash withdrawals
- Over-the-counter cash advances
- International transactions

## TRANSACTION LIMITS

## **Daily Transaction Limits:**

- Point-of-Sale Purchases: \$15,000.00
- ATM Withdrawals: \$2,000.00 (maximum 5 transactions per day)
- Over-the-Counter Cash Advances: \$5,000.00
- Total Daily Cash Withdrawals: \$2,000.00
- Total Daily Activity (All Transactions): \$10,000.00

## **Per-Transaction Limits:**

- ATM Withdrawal: \$2,000.00
- Over-the-Counter Cash Advance: \$1,000.00

## **International Transactions:**

- International purchases: Allowed with no additional fees
- International ATM withdrawals: Allowed with fees (see fee schedule)

## FEES FOR ELECTRONIC FUND TRANSFERS

## **Domestic Transaction Fees:**

• ATM Withdrawals: \$2.50 per transaction

• Point-of-Sale Purchases: \$0.00

• ACH Transfers: \$0.00

• Over-the-Counter Withdrawals: \$2.50 per transaction

#### **International Transaction Fees:**

• ATM Withdrawals: \$3.00 + 1.5% of transaction amount

• Over-the-Counter Withdrawals: \$3.00 + 1.5% of transaction amount

• Point-of-Sale Purchases: \$0.00

#### **Account Service Fees:**

• Express Card Shipping: \$30.00

• All other services: \$0.00

## **DEBIT CARD FEATURES AND LIMITATIONS**

## **Card Specifications:**

- Card Validity Period: 3 years from issuance date
- PIN Security: Maximum 3 PIN entry attempts before card lock
- Authorization Holds: 7 days (general), 30 days (hotels/rental cars)
- ACH Deposit Holds: 5 business days for account verification

## What Constitutes Account Activity:

- Debit card transactions (purchases or ATM withdrawals)
- ACH deposits or withdrawals
- Online account access and balance inquiries
- Customer service contact
- Mobile app usage

## **ERROR RESOLUTION PROCEDURES**

**Reporting Errors or Unauthorized Transactions:** If you believe there has been an error or unauthorized transaction on your Debit Card Account:

- 1. Contact us immediately at: support@baanx.com
- 2. Report within 60 days of the statement date showing the error
- 3. Provide your name, account information, and description of the error
- 4. Include the dollar amount and date of the suspected error

## **Investigation Process:**

- We will investigate your claim within 10 business days
- Provisional credit may be provided during investigation period
- Written results will be provided within 3 business days of investigation completion
- If error confirmed, correction will be made immediately

## LIABILITY FOR UNAUTHORIZED TRANSFERS

Your liability for unauthorized electronic fund transfers depends on how quickly you report them:

If you report within 2 business days: Maximum liability of \$50

If you report within 60 days: Maximum liability of \$500

If you report after 60 days: Unlimited liability for unauthorized transfers

**Zero Liability:** You will not be liable for unauthorized transfers if:

- We failed to provide required disclosures
- The unauthorized transfer was not shown on your statement
- We failed to provide means to report unauthorized transfers

## **BUSINESS DAYS AND TRANSACTION TIMING**

Business Days: Monday through Friday, excluding federal holidays

Transaction Cut-off Time: 4:00 PM Eastern Time

#### If your payment order is received:

- Before 4:00 PM on a business day: Processed same business day
- After 4:00 PM or on non-business day: Processed next business day

## DEBIT CARD ACCOUNT DISCLOSURE STATEMENT

**Account Name:** Baanx US General Purpose Reloadable Debit Card Account

Account Type: Debit Card Account (not a deposit account)
Interest Rate: 0.00% (No interest paid on account balances)

Annual Percentage Yield (APY): 0.00%

**Minimum Opening Deposit: \$0.00** 

**Minimum Balance Requirement:** \$0.00

**Monthly Maintenance Fee: \$0.00** 

## **COMPLETE FEE SCHEDULE**

Fee Category	Service Description	Fee Amount
<b>Account Maintenance</b>	Monthly Maintenance Fee	\$0.00
	Account Opening Fee	\$0.00
	Account Closure Fee	\$0.00
	Dormancy Fee (after 365 days inactive)	\$0.00
Card Services	Initial Card Issuance	\$0.00
	Card Replacement	\$0.00
	Express Card Shipping	\$30.00
	Card Cancellation	\$0.00
<b>Domestic Transactions</b>	Point-of-Sale Purchases	\$0.00
	ATM Withdrawals	\$2.50
	Over-the-Counter Cash	\$2.50
	ACH Transfers	\$0.00
	PIN Transactions	\$0.00
	Signature Transactions	\$0.00
<b>International Transactions</b>	ATM Withdrawals	\$3.00 + 1.5%
	Over-the-Counter Cash	\$3.00 + 1.5%
	Point-of-Sale Purchases	\$0.00
<b>Statement Services</b>	Electronic Statements	\$0.00
	Paper Statements (if requested)	\$0.00
<b>Customer Service</b>	Phone Support	\$0.00
	Online Support	\$0.00

## BALANCE COMPUTATION AND COMPOUNDING

Balance Computation Method: Daily balance method

Interest Compounding: Not applicable (non-interest bearing account)
Interest Crediting: Not applicable (non-interest bearing account)

## **FUNDS AVAILABILITY POLICY**

## WHEN DEPOSITED FUNDS ARE AVAILABLE FOR WITHDRAWAL

**Electronic Deposits (ACH):** 

- Standard ACH deposits: Available next business day by 9:00 AM ET
- Direct deposits (payroll/government): Available on effective date

## **New Account Holds:**

- First 5 business days: ACH deposits may be held for verification
- Notification provided if hold exceeds standard availability

## DEBIT CARD ACCOUNT STRUCTURE

## OMNIBUS ACCOUNT ARRANGEMENT

Your Debit Card Account represents your interest in pooled funds held by Cross River Bank in one or more omnibus accounts. While the funds are commingled with funds of other cardholders, Baanx maintains separate records of your individual account balance and transaction history.

## FDIC INSURANCE ELIGIBILITY

The funds underlying your Debit Card Account are eligible for FDIC deposit insurance, subject to applicable FDIC rules and regulations, including rules on aggregation of deposits held in the same ownership capacity. This means that all funds you maintain in the same ownership capacity at Cross River Bank will be aggregated for purposes of the FDIC insurance limits.

For current FDIC insurance limits and more information about deposit insurance coverage, please visit www.fdic.gov or contact the FDIC at 1-877-ASK-FDIC (1-877-275-3342).

## PRIVACY NOTICE

## PROTECTION OF YOUR PERSONAL INFORMATION

#### Facts About Information We Collect and How We Use It:

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information.

#### What Personal Information Do We Collect?

- Social Security number and government ID information
- Account balances and transaction history
- Credit history and income information
- Information from identity verification services
- Device and location information when you use our services

#### **How Do We Protect Your Personal Information?**

- Physical, electronic, and procedural safeguards
- Restricted access on a need-to-know basis
- Employee training on privacy protection
- Regular security assessments and updates

How Do We Share Your Personal Information? We may share your information with:

- Service providers who perform services for us
- Companies that help us process transactions
- Government agencies as required by law
- Credit bureaus and identity verification services

## We Do NOT:

- Sell your personal information to third parties
- Share information for marketing by other companies
- Provide information to unauthorized parties

## **Your Privacy Rights:**

- Request access to your personal information
- Request corrections to inaccurate information
- Opt out of certain marketing communications
- File complaints about privacy practices

## **Contact Information for Privacy Matters:**

Email: privacy@baanx.com

Mail: 1209 Orange Street, Wilmington, Delaware 19801

## IMPORTANT ACCOUNT INFORMATION

## CRITICAL DISCLOSURES ABOUT YOUR DEBIT CARD ACCOUNT

## **DEBIT CARD ACCOUNT STRUCTURE**

**IMPORTANT:** Your Debit Card Account is not a traditional deposit account. It represents your interest in funds held in omnibus accounts at Cross River Bank. Your individual balance and transaction records are maintained by Baanx US Corp.

## ACCOUNT MANAGEMENT STRUCTURE

- Program Manager: Baanx US Corp serves as your primary account manager
- Issuing Bank: Cross River Bank issues debit cards and holds customer funds
- **Processor:** Galileo Financial Technologies processes transactions
- Customer Service: All support provided by Baanx customer service team

## **CUSTOMER SERVICE AND SUPPORT**

- Email Support: support@baanx.com
- Service Hours: 8:00 AM 5:00 PM Eastern Standard Time
- **Response Time:** Email responses within 24 hours during business days
- Emergency Support: Available for card blocks and fraud reporting

## ACCOUNT CLOSURE PROCEDURES

Either party may close the account with 30 days written notice:

- Customer-Initiated Closure: Email or written request required
- Final Balance: Returned via ACH transfer to linked bank account
- Card Deactivation: Immediate upon closure request
- Transaction History: Available for download before closure
- Outstanding Items: Must be resolved before final closure

## LEGAL AND REGULATORY INFORMATION

- Governing Law: Laws of New Jersey and applicable federal regulations
- **Dispute Resolution:** Binding arbitration clause [IF APPLICABLE]
- Regulatory Compliance: Subject to BSA/AML and OFAC requirements
- Amendment Rights: Terms may be updated with 30 days notice

## IMPORTANT ACCOUNT LIMITATIONS

- Account Type: Individual accounts only
- Geographic Restrictions: US residents only
- Age Requirement: Must be 18 years or older
- Verification Requirements: Ongoing compliance monitoring required

## **ELECTRONIC COMMUNICATIONS CONSENT**

## CONSENT TO RECEIVE ELECTRONIC DOCUMENTS AND COMMUNICATIONS

By opening this Debit Card Account, you consent to receive account-related communications electronically, including:

- Monthly account statements
- Privacy policy updates
- Changes to terms and conditions
- Important account notices
- Marketing communications (opt-out available)

## **Electronic Delivery Methods:**

- Email to your registered email address
- Secure messaging through online account portal
- Push notifications through mobile application
- SMS text messages (for urgent matters only)

## **Your Right to Withdraw Consent:**

- You may request paper delivery at any time
- Contact customer service to change delivery preferences
- Some communications may still be delivered electronically as required by law

## **System Requirements for Electronic Access:**

- Internet access and email account
- Current web browser with 128-bit encryption
- PDF reader for viewing statements and documents
- Mobile device for app-based communications

## CARDHOLDER AGREEMENT TERMS

## CARD USAGE AND RESTRICTIONS

Your debit card can be used for:

- Point-of-sale purchases wherever Mastercard/Visa is accepted
- Online and telephone purchases
- ATM withdrawals
- International transactions (with applicable fees)

Your debit card cannot be used for:

- Cash advances beyond the stated limits
- Transactions that would cause your balance to go negative
- Illegal transactions
- Transactions prohibited by card network rules

## CARD SECURITY AND FRAUD PROTECTION

Lost or Stolen Cards: Contact customer service immediately at support@baanx.com

**Fraud Protection:** You are protected against unauthorized transactions when you report them promptly according to the error resolution procedures outlined in this agreement.

**Card Blocking:** We may block your card if we detect suspicious activity or as required by law.

## DISPUTE RESOLUTION AND CHARGEBACKS

## **CHARGEBACK RIGHTS**

You may be entitled to chargeback protection for certain transactions according to Mastercard/Visa rules, including:

- Non-receipt of goods or services
- Defective or not-as-described merchandise
- Duplicate charges
- Unauthorized transactions

## **DISPUTE PROCESS**

- 1. Contact the merchant first to attempt resolution
- 2. If unsuccessful, contact customer service to initiate a dispute
- 3. Provide required documentation within specified timeframes
- 4. We will investigate and provide provisional credit when appropriate
- 5. Final resolution communicated within regulatory timeframes

## **ACKNOWLEDGMENT AND SIGNATURE**

By opening a Debit Card Account with Baanx US, you acknowledge that you have:
☐ Read and understood this Debit Card Account Agreement and all disclosures
☐ Received a copy of the Privacy Notice
☐ Understood the fee schedule and transaction limits
☐ Been informed about FDIC insurance eligibility
☐ Agreed to electronic delivery of account communications
☐ Confirmed your eligibility to open this account
☐ Understood this is a debit card account, not a traditional deposit account
<b>Electronic Signature:</b> By completing the online account opening process, you electronically sign and agree to these terms and conditions.
Agreement Date: The date you complete account opening
Effective Date: Upon account approval and first deposit