

**MONET BANK**  
**DEPOSIT ACCOUNT AGREEMENT**  
**Effective January 6, 2026**

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## I. INTRODUCTION

This Deposit Account Agreement governs the account opening and banking services (including, but not limited to, online banking services) from Monet Bank for any personal or business checking, savings, money market or Certificate of Deposit (CD) account(s) (each an “Account” and collectively, “Account(s)”) which are described in this Agreement and which may be referred to individually as a “Service” or collectively, as the “Services.” This Deposit Account Agreement, along with any other documents or schedules we give you pertaining to your Account, including, but not limited to, the schedule included herein, the “Schedules to the Account Agreement” and the separately provided Online Access Agreement, constitute the entire agreement that establishes the rules that control your Account(s) with us. Please read this Agreement carefully and retain it for future reference. If you open or continue to use the Account, or by accessing and using one of these Services, or by permitting another person to access and use one of the Services, you agree to the terms and conditions of this Agreement. We are here to answer any questions you may have about this Agreement or about your Account(s). Please feel free to call your local branch or our customer service at 1-888-222-3902 or email us at [info@monet.bank](mailto:info@monet.bank).

In this Agreement, “you,” “your,” “Account Holder” or “customer” refers to the person who opens an Account and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account. Monet Bank may also be referred to as “Monet,” “Bank,” “we,” “our,” and “us.” “Party” refers to either you, your agent under any Power of Attorney, or Monet, as the case may be, and “Parties” refers collectively to both you, your agent(s) under any Power of Attorney, and Monet. Each of you signing the signature card for an Account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement, as amended from time to time. This Agreement will be binding on your personal representatives, authorized agents, executors, administrators, and successors, and on our successors and assigns. You agree that we may, in our sole discretion, waive any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or later, on a one-time basis or for any period, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we need not provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

## II. ACCOUNT AGREEMENT

### A. Purpose; Governing Law; Arbitration; Statute of Limitations; Jurisdiction and Venue; Jury Trial Waiver; Class Action Waiver

**Purpose.** The purpose of this Agreement is to: (1) summarize some laws that apply to common transactions with respect to the various products that we offer; (2) establish rules to cover transactions or events that the law does not regulate; (3) establish rules for certain transactions or events that the law regulates but permits variation by agreement; and (4) give you disclosures of some of our policies to which you are or may be entitled or in which you may be interested.

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard Agreement, but we must agree to any variation in writing either on the signature card for your Account or in some other document amending this Agreement.

The headings in this document are for convenience of reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes

the singular. If there is a conflict between this Agreement and an Account agreement, the terms of this Agreement will apply, unless this Agreement provides otherwise.

**Governing Law.** If you open your Account in-person at one of Bank's branches, all disputes arising from or related to your Account or this Agreement shall be governed by applicable federal law, and the substantive laws of the state in which you opened your Account (without regard to its conflict of laws principles). If you open your Account online, all disputes arising from or related to your Account or this Agreement shall be governed by applicable federal law, and the substantive laws of the State of Texas (without regard to its conflict of laws principles) as Bank is located in Plano, Texas, and that is where your Account was opened and is maintained. Governing state law may be supplemented as necessary by federal law. The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here.

**Arbitration.** By enrolling in any Service or by opening or maintaining the Account, you agree that if a dispute, claim, or controversy of any kind arises out of or relates to (i) this Agreement, any Service, your Account(s), (ii) any transactions involving your Account(s), or (iii) any advertisements, promotions, or oral or written statements related to this Agreement, any Service, or your Account(s), then either you or the Bank can choose to have that dispute resolved by binding arbitration. **This arbitration provision limits your ability to litigate claims in court and your right to a jury trial. You should review this section carefully.** You will not have the right to participate as a class representative or member of any class of claimants for any claim subject to arbitration. Arbitration is a more informal proceeding in which disputes are decided by one or more neutral arbitrators who issue a binding ruling in the form of an award. You and the Bank understand that discovery and other procedures in arbitration may be more limited than discovery in court proceedings and that the ability to modify, vacate, or appeal an award by an arbitrator(s) is strictly limited.

You and the Bank agree, upon written demand made by you or the Bank, to submit to binding arbitration all disputes, controversies, and claims, whether based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity, or any other legal basis or theory, whether pre-existing, present, or future, that arise out of or relate to: (i)(A) this Agreement, any Service, or your Account(s), (B) any transactions involving your Account(s), or (C) any advertisements, promotions, or oral or written statements related to this Agreement, any Service, or your Account(s); (ii) the relationships that result from this Agreement (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to this Agreement or this arbitration provision); (iii) your relationship with the Bank that relates to this Agreement or any other agreement or relationship you have with the Bank that is not also subject to a different agreement to arbitrate; or (iv) the validity, interpretation, scope or enforceability of this Agreement or the interpretation or scope of this Arbitration section (collectively, a "Claim"). At the option of the first to commence arbitration, you or the Bank may choose to have the arbitration conducted by JAMS ADR ("JAMS") or the American Arbitration Association ("AAA"), or you and the Bank may agree upon a different arbitrator. In any event, any arbitration under this Agreement shall be conducted in writing in accordance with the AAA Rules ("Rules"). You agree that this arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the "FAA") shall apply to the construction, interpretation, and enforceability of this Agreement notwithstanding any other choice of law provision contained in this Agreement.

Either the Bank or you may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with JAMS or the AAA in accordance with the Rules in effect

at the time the notice is filed. The notice shall set forth the subject of the dispute and the relief requested at a minimum. The demand for arbitration may be made before or after commencement of any litigation. Customer should contact the AAA at 800-778-7879 or [www.adr.org](http://www.adr.org) or JAMS at 800-352-5267 or [www.jamsadr.com](http://www.jamsadr.com) for more information about arbitration. If for any reason the AAA or JAMS is unable or unwilling to serve as arbitration administrator, or you and the Bank are unable to agree on another arbitrator, Bank will substitute another national or regional arbitration organization. Any arbitration under this Agreement and Arbitration provision shall be conducted within fifty (50) miles of one of the Bank's branch locations in the state in which your governing law provision applies or as otherwise mutually agreed to between you and Bank.

Demand for arbitration under this Agreement must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim also is barred in arbitration. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or similar other doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with the provisions of this Agreement.

You cannot join together in a dispute with anyone, although this limitation does not affect the ability of a purely governmental entity to institute any enforcement action. Even if other people have disputes similar to a dispute that you and the Bank have, those people and their disputes cannot be part of any arbitration between you and the Bank. A Claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with, the arbitration proceedings between you and the Bank, and a Claim may not be arbitrated on a class action, private attorney general, or other representative basis. Notwithstanding anything to the contrary in this Agreement, any dispute regarding the prohibitions in this paragraph or about the enforceability of the arbitration section shall be resolved by a court and not by the arbitrator(s).

Where the aggregate of all Claims by both you and the Bank does not exceed \$250,000, any expedited procedures provided in the Rules ("Expedited Procedures") shall apply and a single arbitrator shall decide the Claims. Where the aggregate of all Claims by both you and the Bank exceeds \$250,000, a panel of three arbitrators shall decide all Claims. Each arbitrator, whether or not acting under Expedited Procedures, shall be an active member in good standing of the bar for any state in the continental United States and shall be either (i) actively engaged in the practice of law for at least 15 years, or (ii) a retired judge.

**Statute of Limitations.** You agree that, unless a different period is set forth herein, any claim, action, suit or proceeding against Bank for damages resulting in any respect from its acts or omissions in its performance under this Agreement must be brought within two (2) years from the date of Monet's alleged act or omission.

**Jurisdiction and Venue.** If you open your Account in-person at one of Bank's branches, when arbitration is unavailable, any legal proceeding arising out of or relating to this Agreement must be brought in the courts of the state of in which you open your Account, in the county of the Bank branch where you opened your Account, or, if it has or can acquire jurisdiction, in the United States District Court for the location of the Bank branch where you opened your Account. If you open your Account online, when arbitration is unavailable, any legal proceeding initiated by you or the Bank arising out of or relating to this Agreement must be brought in the courts of the State of Texas, Collin County, or, if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Texas. By entering this Agreement or using or accessing any of the Services provided for herein, you hereby irrevocably submit and consent to the exclusive jurisdiction of such courts in any such proceeding, and waive any challenge to the personal

jurisdiction of such courts. You hereby agree and consent to the exclusive venue for any such legal action or proceeding.

**Jury Trial Waiver; Class Action Waiver. AS PERMITTED BY APPLICABLE LAW, YOU FURTHER AGREE THAT ANY DISPUTE BETWEEN OR AMONG YOU AND US, REGARDLESS OF WHEN IT AROSE, WILL, UPON DEMAND BY EITHER YOU OR US, BE RESOLVED BY A COURT AND NOT A JURY AND THE PARTIES HEREBY WAIVE THE RIGHT TO A JURY TRIAL.**

**IF PERMITTED BY APPLICABLE LAW, CUSTOMER AND BANK ALSO WAIVE THE RIGHT TO LITIGATE IN COURT OR AN ARBITRATION PROCEEDING ANY DISPUTE, CONTROVERSY, OR CLAIM AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.**

## **B. Customer Liability**

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the Agreement and our schedule of fees, as provided to you, and which is available at <https://www.monet.bank/disclosures> (if you open your Account online), or as provided to you in-branch if you open your Account in one of Bank's physical branch locations. You authorize us to deduct these charges directly from your Account as accrued. You will pay any additional reasonable charges for services you request that are not covered by this Agreement.

Each of you also agrees to be jointly and severally (individually) liable for any Account shortage resulting from charges or overdrafts, whether caused by you or another with access to your Account. This liability is due immediately, and we have the right to deduct such amounts directly from your Account whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the charge or overdraft amount as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in dispute involving your Account including, but not limited to, disputes between you and another joint Account owner; you and an authorized signer or similar party; or a third party claiming an interest in your Account.

You are responsible for all transfers you initiate or authorize using the online Services. If you disclose your User ID or Password to any person, allow any person to obtain your User ID or Password, or permit any person to use the online Services, you will have authorized that person to access your Accounts and you are responsible for any transactions that person initiates or authorizes from your Accounts and any agreements or disclosures that person accepts or acknowledges electronically through the Services.

**You must notify the Bank at once if you believe any of your Accounts have been accessed or your User ID and/or Password have been used without your authorization as required under Section VI.H. of this Agreement (Your Liability for Unauthorized Transfers). Contacting the Bank immediately by telephone is the best way of minimizing your possible losses. For any Account that is a consumer account, you could lose all the money that is in your Account if you fail to timely notify the Bank of errors or unauthorized use of your Account. You can lose no more than \$50 if you notify the Bank within two (2) Business Days of discovering any unauthorized use of the Services or access to your User ID and/or Password. However, you can lose as much as \$500 from any such consumer Account if you do not notify**

the Bank within two (2) Business Days after discovering the unauthorized use or access and the Bank can prove that it could have prevented the unauthorized use had it been notified.

Also, you must notify the Bank immediately if any periodic statement shows a transaction on an Account that you did not make. For any Account that is a consumer Account, if you do not notify the Bank within sixty (60) days after the statement was sent or otherwise made available to you, you may not get back any money you lost after the sixty (60) day period. You could lose all the money in your consumer Accounts if the Bank can establish that it could have prevented those losses if you had given notice to the Bank in time. If a good reason, such as extended travel or hospitalization, prevents you from promptly notifying the Bank of unauthorized use of consumer Accounts, we will extend the time periods specified in this section to the extent required by law and may otherwise extend them in the Bank's sole discretion.

### **C. Our Liability**

Bank agrees to make reasonable efforts to provide the Services according to this Agreement. Bank will be responsible for acting only on those instructions which are actually received and Bank cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages you send. Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any internet service provider or caused by any browser software. Any information you receive from Bank can only be provided on a best efforts basis for your convenience and is not guaranteed. Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or for any investment or other decision made using this information. Bank is not responsible for any computer virus or related problems which may be attributable to the Services or to any services provided by any internet service provider.

**UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL BANK, ITS AFFILIATES, AND OUR AND THEIR RESPECTIVE THIRD-PARTY PROVIDERS, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS AND AGENTS BE LIABLE TO YOU FOR INCIDENTAL, INDIRECT, DIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, DAMAGES FOR TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF PRIVACY, OR PECUNIARY LOSS ARISING OUT OF YOUR USE OR YOUR INABILITY TO USE THE SERVICES; ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES, INCLUDING ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN YOUR USE OF THE SERVICES; ANY ACT OR OMISSION BY US IN ADMINISTERING THE SERVICES; OR THE PURCHASE OR USE OF ANY GOODS OR SERVICES OF MERCHANTS OR SUPPLIERS THROUGH THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.** Because some states do not allow the exclusion of limitation of liability for consequential or incidental damages, in such states the liability of the foregoing entities and individuals is limited to the extent permitted by law.

**THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN BANK AND YOU. BANK WOULD NOT BE**



**ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

In receiving checks from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or 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 check or item, you will be responsible for any cost and liabilities associated with such return or delay. If you do not have sufficient available funds to recover a returned item, we may overdraw your Account(s) as described further in this Agreement. We are not liable to you if there are insufficient funds in your Account due to a hold or charges related to a returned item. You agree to repay immediately an overdraft caused by a return of a cashed or deposited item. We reserve the right to refuse any item for deposit, to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.

#### **D. Warranties Disclaimer**

**BANK MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS, AND THEN ONLY TO THE EXTENT, DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.**

#### **E. FDIC Insurance Notice**

Bank is the FDIC-insured depository institution at which you are opening your Account. All deposit Accounts that you maintain in the same right and capacity at Bank, including deposit Accounts opened through <https://www.monet.bank>, shall be added together for the purpose of calculating FDIC deposit insurance coverage. Deposit Accounts at Bank are insured by the FDIC in accordance with applicable law and regulations.

The standard deposit insurance amount is \$250,000 per depositor, per insured bank, for each ownership category. Additionally, depending on your Accounts and their ownership status, the FDIC may provide additional insurance. To find out how your Accounts are insured, you can use the FDIC Electronic Deposit Insurance Estimator at [edie.fdic.gov](http://edie.fdic.gov).

#### **F. Hours of Operation and Business Days**

For the purposes of this Agreement, our Branch “Business Days” are Monday through Friday, 9 a.m. to 4 p.m. local time. Saturdays, Sundays, and federal holidays are not included.

Our Online Customer Service “Business Days” are Monday through Friday, 8 a.m. to 5 p.m. Central Time. Saturdays, Sundays, and federal holidays are not included.

#### **G. Confidentiality of Information; Privacy**

We will only disclose information to third parties about your Account or transfers you make under the following circumstances:

- When it is necessary to activate or provide the Services to you;
- When it is necessary to complete transfers you have requested;

- In order to verify the existence and condition of your Account to a third party, such as a consumer reporting agency or other credit bureau or merchant;
- In order to comply with a government agency or court order, or other reporting requirement;
- In order to protect against or prevent actual or potential fraud;
- As permitted by applicable law; and
- If you give us your permission.

For more information about privacy, please review our Privacy Policy, which is available on our website. We may modify our Privacy Policy from time to time.

The information you provide to Bank and its third-party service providers, including your personal information, is subject to the terms of Bank's Annual Consumer Privacy Notice and the separate Online Privacy Policy, available at <https://www.monet.bank/privacy-policy>. Please click the preceding link to view our Online Privacy Policy, which applies to personal information collected from or provided by you through Online Banking.

## **H. Systems and Software**

We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems and software utilized by you to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third-party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

## **I. Legal Actions; Setoff; Fraud and Loss Prevention; Reservation of Rights**

If we are required by applicable law to freeze or block your Account or if we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account (each a "Legal Action"), we will comply with that Legal Action. Or, in our discretion, we may freeze the assets in the Account and not allow any payments out of the Account until a final court determination regarding the Legal Action. In addition, we may freeze the assets in the Account and not allow any payments out of the Account in the event that we, in our sole discretion, determine it necessary to investigate any actual or suspected fraud.

You agree that you will be liable for any of our losses, costs and expenses (including administrative expenses) as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of responding to any Legal Action affecting your Account(s), collection, investigations or in any other dispute involving your Account. We may charge your Account a fee such expenses incurred by Bank. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you as further described in the "Setoff" section of this Agreement, or to bill you separately, in our sole discretion. This obligation includes disputes between you and us involving your Account, and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. We may do these things even if the Legal Action involves less than all of you. In the event

that Bank takes any of the actions described above, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the Legal Action or any investigation. The list of fees applicable to your Account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

When you open an Account with us, you give us information about yourself, confirm that it is correct, and understand that you have an ongoing obligation to provide us with updated and correct information so long as you maintain your Account with us. We enter the information into our records. We may rely on that information until you notify us of a change and we have had a reasonable time to act on the new information. All financial institutions are required by law (including, but not limited to, the USA PATRIOT Act) to obtain, verify and record information that identifies each customer who opens an Account with that financial institution.

As part of our legal compliance and loss prevention program, if at any time we suspect that your Account may be subject to irregular, unauthorized, fraudulent or illegal or unlawful activities, or when we are presented with or have reasonable grounds to anticipate conflicting instructions regarding your Account or a dispute regarding your Account, we may, in our discretion, place a hold on some or all of the funds in your Account and in other Accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of such suspected activities, conflicting instructions or dispute, or interpleader action with regard to the Account and transactions. In addition, we may also place a hold on some or all of the funds in your Account, or on particular transactions on your Account, without any liability to you, in accordance with our obligations to investigate and report suspected incidents of financial exploitation. We may also block certain transactions that we suspect are illegal, including, but not limited to, transactions in violation of the Unlawful Internet Gambling Enforcement Act. If we do place a hold on your Account, we may give notice as required by the laws governing your Account. Notice may be made by mail or verbally or provided by other means such as via Online Banking or text alerts as permitted by law or updated balance information. We may not provide this notice to you prior to placing a hold on your Account(s) if we believe that such notice could result in a security risk to us or to the owner of the funds in the Account. You may contact our us at 1-888-222-3902 with questions about your Account(s).

We cannot facilitate any transactions involving any individuals or entities that are listed on the United States Department of Treasury's Office of Foreign Assets Control's "Specially Designated Nationals and Blocked Persons List."

The federal Bank Secrecy Act ("Act") also requires all financial institutions to report cash transactions of more than \$10,000 to the Internal Revenue Service (IRS). In addition, we may report to the IRS multiple cash transactions which together total more than \$10,000 in any one (1) day.

We are required by law to maintain a log of all sales of bank checks or drafts, cashier's checks, money orders, and certain other products purchased in cash.

We are obligated by federal law to report to applicable government agencies transactions that may be structured with the intent to avoid the reporting requirements, and other transactions that appear to involve illegal activity. It is important that you understand that breaking transactions into amounts under any reporting amounts, commonly referred to as structuring, is a violation of federal law.

In order to satisfy the Act's requirements, we may, and in many cases, must request certain information about the individual presenting the transaction, as well as the organization or individual for whom the transaction is being conducted. This includes the individual's/organization's full name, permanent street address, Social Security Number, Taxpayer Identification Number, other identification numbers (such as driver's license, ID or passport), date of birth (if applicable), and business, occupation or profession.

We reserve the right to convert or change your Account type at any time when we consider it appropriate or necessary to do so. For example, we may close, revoke privileges or convert your Account to another type of Account if we think another type of Account would better suit the way you use your Account, if you make frequent transactions on a money market deposit or savings Account, if your Account frequently has debits against uncollected funds, if your Account has excessive deposit activity or if you use a Personal Account for anything other than personal, family or household purposes. If we convert your Account, we will send you information about your new Account.

#### **J. Amendments; Account Termination**

We may amend or delete any term of this Agreement. We may also add new terms to this Agreement. In addition, we may suspend, modify, convert, or terminate a Service, convert this Account to another Account type, or close this Account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the Account, we will tender the Account balance to you or your agent personally, by mail, or by another agreed upon method. Notice from us to any one of you is notice to all of you. If we close the Account, we may issue tender of the Account balance personally or by physical mail.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or Account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your Account, we might immediately freeze or close your Account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your Account, and you continue to have your Account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this Agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your Account, you are responsible for leaving enough money in the Account to cover any outstanding items or transactions to be paid from the Account. Once any outstanding items or transactions are paid, we will close the Account and tender the Account balance, if any, to you or your agent personally, by U.S. Postal Service mail, or by another agreed upon method. Items presented for payment after the Account is closed may be dishonored.

Any items and transactions presented for payment after the Account is closed may be dishonored. Any deposits we receive after the Account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the Account is closed.

Either you or the Bank may terminate this Agreement in its entirety or with respect to any Service at any time upon written notice to the other party. Additionally, the Bank may immediately terminate your access to the Services without notice to you if: (i) you do not comply with this Agreement or any other agreement with us; (ii) your Accounts are not maintained in good standing; (iii) fraudulent activity has been reported (or is suspected by us to have occurred) with respect to your Accounts; or (iv) your Accounts have been “blocked” in accordance with this Agreement or applicable law.

You may terminate this Agreement by notifying the Bank in one of the following ways and providing your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s).

- By sending an email to [info@monet.bank](mailto:info@monet.bank)
- By calling 1-888-222-3902.
- By writing a letter and either sending it to the following address: Monet Bank, Corporate Headquarters, 6000 Legacy Drive, Plano, Texas 75024, Attn: Retail Client Services.

We may convert your Account to inactive status if you do not have any transaction(s) scheduled during any period of ninety (90) consecutive days. If your Account is considered inactive, you must contact us to have the Account re-activated before you will be able to schedule any transaction through the Services.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and form and notice requirements of those laws or regulations.

#### **K. Account Transfer; Assignability**

Your Account may not be transferred or assigned without our prior written consent. You may not transfer or assign this Agreement or your rights and responsibilities under this Agreement. We may assign this Agreement to any affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

#### **L. Notices**

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee.

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you either by U.S. Postal Service mail or electronically. If we choose to provide the notice to you by U.S. Postal Service mail, we may mail it separately or with other information to any address on our records for you. Written notice we give you is effective when it is deposited in the United States mail with proper postage and addressed to your mailing address we have on file. If we choose to provide the notice electronically, we may send the notice either to one or more of the email addresses we have for you in our records or through Online

Banking so that you receive the notice when you access Online Banking or when you select a Service to use. Notice to any of you is notice to all of you.

You agree to make sure that the contact information we have for you is always current and accurate. This includes, but is not limited to, your name, address, telephone numbers and email addresses.

#### **M. Indemnification**

You agree, at your expense, to defend (if requested by us, in our sole discretion), indemnify, hold harmless, and protect and fully compensate Bank, its affiliates, and their respective officers, directors, employees, consultants, contractors, agents, advisors, distributors, partners, licensors, representatives and third-party providers (collectively, "Indemnified Parties" and each an "Indemnified Party") from any and all claims, liability, damages (including consequential damages), losses (including regulatory fines, fees and penalties), expenses and costs (including attorneys' fees) caused by or arising from, or otherwise incurred in connection with: (i) a third-party claim, action or allegation of infringement based on your use of the Services, or information, data, files or other content you submitted or uploaded; (ii) any fraud, manipulation, or violation of law by you or on your behalf; (iii) a breach of this Agreement by you; (iv) your acts or omissions (or acts or omissions attributable to you or on your behalf), including, but not limited to, acts and omissions constituting ordinary negligence; or (v) any third-party claim, action or allegation brought against Bank arising out of or relating to a dispute between its users over the terms and conditions of a contract or related to the purchase and sale of any Services. For the avoidance of doubt, if you are a business entity, your obligations hereunder shall extend to indemnification based on the acts and omissions of your officers, directors, employees, contractors, consultants, agents and representatives.

#### **N. Death or Incompetence**

You agree to notify us promptly if any person with a right to withdraw funds from your Account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (i) we know of your death or adjudication of incompetence, and (ii) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after notice of your death or notice of adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the Account.

#### **O. Address or Name Changes**

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the Account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

#### **P. Resolving Account Disputes**

We may place an administrative hold on the funds in your Account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your Account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your Account for these reasons.

#### **Q. Waiver of Notices**

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your Account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

#### **R. Correction of Clerical Errors**

Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any Account documents or disclosures that are part of our Agreement with you. For errors on your periodic statement(s), please refer to the Statements section.

#### **S. Temporary Account Agreement**

If the Account documentation indicates that this is a temporary Account agreement, each person who signs to open the Account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this Account. However, we may at some time in the future restrict or prohibit further use of this Account if you fail to comply with the requirements we have imposed within a reasonable time.

#### **T. Account Security**

**Your Duty to Protect Account Information and Methods of Access.** Our policy may require methods of verifying your identity before providing you with a Service or allowing you access to your Account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the Account numbers and electronic access devices we provide you for your Accounts. You should also safeguard your username, password, and other access and identifying information when accessing your Account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the Account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your Account numbers with anyone unless you are willing to give them full use of your money. An Account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your Account number can also be used to

electronically remove money from your Account, and payment can be made from your Account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

#### **U. Instructions From You**

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

#### **V. Monitoring and Recording Telephone Calls and Account Communications**

Subject to federal and state law, in order to serve you better, and for quality assurance and other purposes, we reserve the right, but are not obligated to, monitor or record phone calls between you and the Bank. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your Account, we may need to contact you about your Account from time to time by telephone, text messaging, or email. In contacting you about your Account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

#### **W. Changes in Name and Contact Information**

You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

### **III. INFORMATION ABOUT YOU AND YOUR ACCOUNT**

#### **A. Credit Verification and Reporting**



You authorize us to request and obtain one (1) or more credit reports about you from one (1) or more credit reporting agencies for the purpose of considering your application for the Account, reviewing or collecting on any Account opened for you, or for any other legitimate purpose. You authorize us to disclose information about your Account to a credit reporting agency if your Account was closed because you have abused it. In addition, federal statute permits us to report information about your Account to credit bureaus, and you hereby consent for us to do so. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.

#### **B. Notify Us of Inaccurate Information We Report to Consumer Reporting Agencies**

Please notify us if we report any inaccurate information about your Account(s) to a credit reporting agency. You should send your written notice describing the specific inaccuracy(ies) to Bank, Monet Bank, Corporate Headquarters, 6000 Legacy Drive, Plano, Texas 75024, Attention: Retail Client Services.

#### **C. Consent to Autodialed and Prerecorded Phone Calls and Text Messages; Consent to Fraud Alert Text Messages and Email Communications; Consent to Geo-Location Based Fraud Prevention**

By entering into this Agreement, you agree that you are providing your express consent for Monet and any Monet third-party service provider to call you, text message you, or both at any phone number (including any mobile phone number) you provide to Monet or any Monet third-party service provider using auto-dialed phone calls, prerecorded phone calls, or both for any or all of the following reasons: (i) transactional purposes; (ii) informational purposes; (iii) to provide Account alerts; (iv) to provide servicing information; (v) fraud prevention purposes; and (vi) any other purposes provided for in this Agreement or in any other applicable Monet agreements, including, but not limited to, Monet's Privacy Statement. If you change any phone number you have provided to Monet or any Monet third-party service provider, for any reason, you agree to immediately notify Monet to ensure that the above communications are not interrupted or inadvertently delivered to another recipient who may be reassigned your prior phone number. You may change your phone number by contacting your local branch or following the steps outlined at <https://www.monet.bank/disclosures>.

The Bank is committed to providing you robust fraud protection services and tools. As part of that commitment, and in addition to optional Account activity alerts that Monet provides to you, we also may provide text and email-based fraud alerts to all Monet customers. This allows us to contact you when we identify a potentially fraudulent transaction. After receiving such an alert, you can either verify the transaction or let us know it is fraudulent. By entering into this Agreement and providing Monet with your valid mobile number (whether or not you have indicated to Monet it is a mobile number) and valid email address that Monet keeps on record for you, you understand and agree that Monet or Monet's third-party service provider will send such fraud alert messages to both your current mobile phone number (via text message) and current email address as part of such fraud prevention service.

In addition, Monet may utilize certain geo-location fraud prevention services. By entering into this Agreement, you understand and agree that Monet may use your unique mobile device ID, IP address for your laptop or desktop computer, your device's location services, and any security tokens or cookies that Monet may place on such mobile or other devices, in order to monitor transaction location and activity for fraud prevention purposes. For more information on what we

may collect about you or your device(s), please review our Privacy Policies located at <https://www.monet.bank/privacy-policy>.

#### IV. DEPOSIT ACCOUNTS

From time to time, we may offer or you may open various types of deposit Accounts. Each Account you open is subject to the terms and conditions set forth in this Agreement and any specific terms and conditions relating to that type of Account that may be set forth in any applicable agreement or any document specifying rates, fees or transaction limits pertaining to the Account in question, including, but not limited to, a Truth in Savings disclosure, or any schedule setting forth Monet fees, limits, or both (hereinafter referred to as "Schedule"). If you open multiple Accounts, you may receive Schedule information and certain disclosures for each Account, but this Agreement will cover all your Accounts with us. If there is more than one Account owner, then each of you will be jointly and severally liable to us for debit balances in the Account, and you each jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collection, including, but not limited to, those incurred at trial and on any appeal.

##### A. Deposits

(i) **Provisional Credit.** We will give only provisional credit until collection is final for any items, other than cash, that we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your Account the amount of any item deposited to your Account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit.

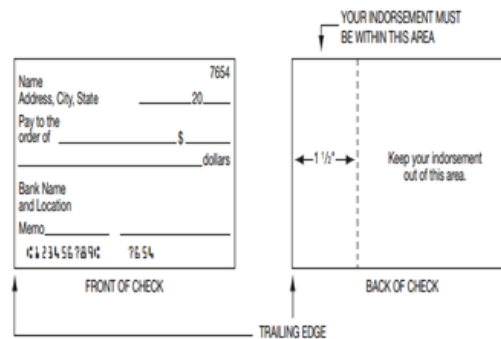
You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a Business Day we are open, or received on a day we are not open for business, as if initiated on the next Business Day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their indorsements, or indorse in our presence.

(ii) **Indorsements.** You authorize us to accept transfers, checks and other items for deposit to your Account, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check.

Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend (if requested by us, in our sole discretion), hold us harmless, and protect and fully compensate us and each other Indemnified Party for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

(iii) **Certain Direct Deposits.** If we offer direct deposit services for automatic preauthorized deposits to your Account of Social Security payments or automatic transfers from your other Accounts with us, you must notify us at least thirty (30) calendar days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your Account, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

(iv) **Remotely Created Checks.** Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an Account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the Account owner (or a signature purported to be the signature of the Account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (A) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (B) you will maintain proof of the authorization for at least two years from the date of the authorization, and supply us the proof if we ask; and (C) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your Account to pay the amount you owe us, and if there are insufficient funds in your Account, you still owe us the remaining balance.

(v) **Foreign Items.** A “foreign item” is a check or other item in any currency (including U.S. dollars) that is drawn on a bank or branch of a bank located outside of the U.S. You should be cautious about accepting foreign items because foreign items are not subject to U.S. laws or regulations. A foreign item may be returned unpaid much later (sometimes many months later) than checks or other items that are drawn on banks located in the U.S. If a foreign item is returned to us unpaid or there is some other problem with the foreign item, you are responsible for the item and you may incur a loss. Even though the foreign item is returned unpaid, we may charge you for our collection fees and for fees and charges assessed by the paying bank and any agents involved in the collection or settlement process.

(vi) **Our Right to Refuse Deposits.** We may refuse a deposit, or part of a deposit, to your Account at any time. We may also refuse a deposit after initially accepting it. If we refuse a deposit, we may take the check on a “collection basis,” which means we will not credit funds to your Account until we have actually been paid for the check. We will not be liable to you for refusing a deposit, even if it causes outstanding items to be returned. We can reverse any amount we have credited to your Account for a deposited check and send the check on a collection basis even after we have taken physical possession of the check.

(vii) **Adjustments and Receipts.** We may rely on the Account number of any deposit slip or similar record we receive, even if that Account number is associated with a name that is different from the name you have provided. It is not Monet’s responsibility to detect any inconsistency between the Account number you provide and the name. If you make a deposit, we may provide a receipt. However, the amount on your deposit receipt is based only on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your Account for any errors – including any errors on your deposit slip.

## **B. Withdrawals**

(i) **Important Terms for Accounts Where More Than One Person Can Withdraw.** Any of you, acting alone, who signs to open the Account or has authority to make withdrawals may withdraw or transfer all or any part of the Account balance at any time, subject to any withdrawal limitations that may be placed on your Account. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this Account or any other transaction with us.

(ii) **Postdated Checks.** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your Account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

(iii) **Checks and Withdrawal Rules.** We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the Account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later, and we may treat continued abuse of the stated limitations (if any) as your act of closing the Account, and in our discretion, we may close your Account or reclassify your Account as another type of Account. If we reclassify your Account, your Account will be subject to the fees and earnings rules of the new Account classification. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations allowed for each Account type. The fact that we may honor withdrawal requests that overdraw the available Account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of Social Security or other government benefits, to cover such overdrafts and overdraft fees.

If we are presented with an item drawn against your Account that would be a “substitute check,” as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the Funds Availability Disclosure in Section V of this Agreement for information about when you can withdraw funds you deposit. For those Accounts for which our funds availability policy does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

(iv) **Cash Withdrawals.** We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash. We may require prior notice of large cash withdrawals – contact your branch for more details.

(v) **Multiple Signatures, Electronic Check Conversion, and Similar Transactions.** An electronic check conversion transaction is a transaction where a check or similar item is converted into an “electronic fund transfer” as defined in the Electronic Fund Transfers Act (“EFTA”), and Federal Reserve Board Regulation E as promulgated pursuant to the EFTA. In these types of transactions, the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

(vi) **Notice of Withdrawal.** We reserve the right to require not less than seven (7) days' notice in writing before each withdrawal from an interest-bearing Account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. Bank generally does not allow Customers to have any withdrawals from time deposit accounts from Day 1 of the time deposit account opening through day 89, and any Customer withdrawals from a time account prior to such period may be restricted and may be subject to penalty as set forth in the Bank's Funds Availability Disclosure. In addition, if a withdrawal from any time deposit account happens prior to the maturity date of that time deposit account, the funds Customer chooses to withdraw will be returned to the external bank account from which the funds were originally drawn for deposit to Monet Bank. See Monet Bank's Truth in Savings Disclosure, available at <https://www.monet.bank/disclosures>, for your notice of penalty for early withdrawal.

(vii) **Postdated Items.** You agree that when you write a check you will not date the check in the future. If you do and the check is presented for payment before the actual date on the

check, we may pay it or return it unpaid. If you do not want us to pay a post-dated check, you must place a stop payment order on it. You agree that if we pay the check, the check will be posted to your Account on the date we pay the check, even though the posting date is prior to the date shown on the check. You further agree that we are not responsible for any loss to you in doing so. If we are required by state law not to honor a postdated check after advance notice from you, you agree to give us advance notice early enough for us to act on it, to do so in writing, and to specify the date, exact amount, and number of the check, along with the name of the payee. You agree that we may return a postdated check to the presenter.

(viii) **Stale Checks.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. We have no duty to discover, observe, or comply with stale checks. If you do not want us to pay a stale-dated check, you must place a stop payment order on it.

(ix) **Check Processing.** We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed, and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all Account holders. We may determine the amount of available funds in your Account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the Account balance at the subsequent time will determine whether there are insufficient available funds.

(x) **Multiple Signatures.** We are not required to monitor or enforce any multiple-signature requirement, even if your Signature Card specifies that multiple signatures are required or you have otherwise instructed us to do so.

(xi) **Facsimile Signatures.** Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

(xii) **Preauthorized Drafts.** If you voluntarily give information about your Account (such as our routing number and your Account number) to a party who is seeking to sell you goods or services for payment of such goods and services, even if you do not physically deliver a check to the party, any debit to your Account initiated by the party to whom you gave the information is deemed authorized by you, to the extent allowed by law.

(xiii) **Restrictive Legends.** We are not required to honor, or otherwise to notify you of, restrictive language placed on checks or other items, including, but not limited to, terms such as "Void after 90 Days," "Paid in Full," "Void Over \$100" or similar statements. In accordance with commercially reasonable banking industry standards and practices, most checks and other items are processed through automated processing and, except in limited

circumstances and in our sole discretion, most items are not individually examined. You agree that we act within commercially reasonable banking industry standards and practices by processing most checks and other items through automated processing systems.

(xiv) **Check Cashing.** We may charge a fee for anyone who does not have an Account with us who is cashing a check, draft, or other instrument written on your Account. We may also require reasonable identification to cash such a check, draft, or other instrument. We can decide what identification is reasonable under the circumstances, and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

(xv) **Truncation, Substitute Checks, And Other Check Images.** If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

(xvi) **Telephone Transfers.** A telephone transfer of funds from this Account to another Account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings Account, if any, are described elsewhere.

### **C. Payment Order of Items**

The law permits us to pay items (such as checks or drafts) drawn on your Account in any order. To assist you in handling your Account with us, we are providing you with the following information regarding how we process items to your Account. Note that items drawn on your Account may not be processed in the order they are received. Our policy is to process incoming credits first. We process debits to your Account second, by dollar amount smallest to largest.

The order in which items are credited and paid is important if there is not enough money in your Account to pay all of the items that are presented against your Account. There is no policy that is favorable in every instance.

If the smallest items are paid first, you may have fewer nonsufficient funds ("NSF") or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your Account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item NSF. The amounts of the overdraft and NSF fees are disclosed in Bank's Fee Schedule. By paying items in the order stated above, our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good Account management. This will help you to avoid writing checks or drafts without sufficient funds that incur resulting fees.



## **D. Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees**

The information in this section is being provided to help you understand what happens if your Account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn Account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your Account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the item or transaction is rejected and the item or requested payment is returned and we may charge you a fee as further described in the “Nonsufficient Funds (NSF) Fees” section above.

### **(i) Determining Your Available Balance.**

Bank uses the “available balance” method to determine whether your Account is overdrawn based on whether there is enough money in your Account to pay for an item or transaction and for purposes of assessing fees. Importantly, your “available balance” may not be the same as your Account’s “actual balance.” This means an overdraft or an NSF transaction could occur regardless of your Account’s actual balance.

Your Account’s actual balance (sometimes referred to as the “ledger balance”) only includes items or transactions that have settled up to that point in time such as deposits and withdrawals/payments that have posted to your Account. The actual balance does not include outstanding items or transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still “in process”/pending). The balance on your periodic statement is the “ledger balance” for your Account as of the statement date.

Your available balance is calculated based on the funds “available” in your Account to make payments. In other words, the available balance takes deposit transactions (such as ACH deposits crediting funds to your Account), that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any “holds” placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your Account can impact your available balance, please contact a Bank representative with any questions.

### **(ii) Overdrafts.**

You understand that we may, at our discretion, honor withdrawal requests that overdraw your Account. However, the fact that we may honor withdrawal requests that overdraw the Account balance does not obligate us to do so later. So, you can NOT rely on us to pay overdrafts on your Account regardless of how frequently or under what circumstances we have paid overdrafts on your Account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your Account without notice to you. You can ask us if we have other Account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft line of credit or a plan to sweep funds from another Account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct



deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. We also may close your Account without notice, unless notice is required by law, if you incur overdrafts.

**(iii) Nonsufficient funds (NSF) fees.**

If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money in your Account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money in your Account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**(iv) Balance Information.**

Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your Account balance via online banking, accessing your Account information by phone, or coming into one of our branches.

**E. Funds Availability**

Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our Funds Availability Disclosure within this Agreement and available at <https://www.monet.bank/disclosures> for information on when different types of deposits will be made available for withdrawal.

For those Accounts for which our Funds Availability Policy does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item and deduct such funds from your Account. We may determine the amount of available funds in your Account for the purpose of deciding whether to return an item or transaction for insufficient funds at any time between the times we receive the item or transaction and when we return the item or transaction or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the Account balance at the subsequent time of item or transaction presentment will determine whether there are insufficient available funds.

**F. Types of Account Ownership**

THE TYPE OF ACCOUNT YOU SELECT MAY DETERMINE HOW PROPERTY PASSES ON YOUR DEATH. YOUR WILL MAY NOT CONTROL THE DISPOSITION OF FUNDS HELD IN SOME OF THE FOLLOWING ACCOUNTS.

You may choose to designate one or more convenience signers on an Account, even if the Account is not a convenience Account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The

designated convenience signer owns the Account on your death only if the convenience signer is also designated as a P.O.D. payee or trust Account beneficiary.

(i) **Individual Accounts Opened In-Person at a Bank Branch.** An Individual ("Single-Party") Account is an Account in the name of one (1) depositor only. This section pertains to individual Accounts opened in-person at a Bank branch:

**Single-Party Account without P.O.D. (Payable on Death) Designation** – If you have opened this type of Account, then you are the sole owner of the Account. On your death, ownership of the Account passes as a part of your estate under your will or by intestacy.

**Single-Party Account with P.O.D. (Payable on Death) Designation** – If you have opened this type of Account then you are the sole owner of the Account. On your death, ownership of the Account passes to the payable-on-death ("P.O.D.") beneficiaries you have designated. The Account does not become part of your estate. A sole proprietorship may open a Single- Party Account and may contain a P.O.D. designation.

(ii) **Multiple-Party Accounts Opened In-Person at a Bank Branch.** This section pertains to multiple-party Accounts opened in-person at a Bank branch.

**Multiple-Party Account without Right of Survivorship** – If this is the type of Account you have with us, then you own the Account in proportion to your net contributions to the Account. Bank may pay any sum in the Account to a Party, including a Party's Power of Attorney or agent, at any time. On your death, your ownership passes as a part of your estate under your will or by intestacy.

**Multiple-Party Account with Right of Survivorship** – If this is the type of Account you have with us, then you and the other parties to this Account own the Account in proportion to each of your net contributions to the Account. We may pay any sum in the Account to a Party, including a Party's Power of Attorney or agent, at any time. On your death, your ownership of the Account passes to the surviving parties.

**Multiple-Party Account with Right of Survivorship and P.O.D. (Payable on Death) Designation** – If this is the type of Account you have with us, then you and the other parties to the Account own the Account in proportion to each of your net contributions to the Account. We may pay any sum in the Account to a Party, including a Party's Power of Attorney or agent, at any time. On the death of the last surviving Party, the ownership of the Account passes to the P.O.D. beneficiaries.

(iii) **Account Selection for Accounts Opened Online.** In order to open an Account online with us, you are asked during the account application stage to designate the type of account you desire to open based on the online Account types offered by Bank. The type of Account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following accounts.

Below is a description of the legal effect of the account type options made available to you by Bank when opening an Account online:

**Single-Party Account Without "P.O.D." (Payable On Death) Designation** – The party to the Account owns the Account. On the death of the party, ownership of the Account passes as a part of the party's estate under the party's will or by intestacy.

**Multiple-Party Account With Right of Survivorship** – The parties to the Account own the Account in proportion to the parties' net contributions to the Account. The financial institution may pay any sum in the Account to a party at any time. On the death of a party, the party's ownership portion of the Account passes to the surviving parties.

(iv) **Trust Account.** If you, either alone or in combination with someone else, are named trustee(s) to this type of Account, then you own the Account in proportion to each of your net contributions to the Account. Any named trustee may withdraw funds from the Account. A beneficiary may not withdraw funds from the Account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the Account passes to the beneficiary. The trust Account does not become part of your estate and does not pass under your will or by intestacy, unless you were to survive all of the beneficiaries and all other trustees. We may pay any sum in the Account to a Party, including a Party's Power of Attorney or agent, at any time.

(v) **Fiduciary Accounts.** Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This Account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an Account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

## **G. Stop Payments**

You must make any stop-payment order in writing, in the manner required by law, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the item number, date and exact amount of the item, and the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the item.

You may stop payment on any item drawn on your Account whether you sign the item or not, if you have an equal or greater right to withdraw from this Account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next Business Day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

Stop payment orders are in effect for six months and will automatically expire at the end of six months from the date of the stop payment order unless renewed in writing. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier's, or teller's check issued by us. We may charge you a fee as set forth in the Bank fee schedule for each stop payment order.

## **H. Right of Setoff**

We may (without prior notice and when permitted by law) set off the funds in your Account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance on the due date for which we properly accelerate under the note.

This right of setoff does not apply to an Account if prohibited by law. For example, the right of setoff does not apply to your Account if: (i) it is an Individual Retirement Account or similar tax-deferred Account; (ii) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest); (iii) the debtor's right of withdrawal only arises in a representative capacity; or (iv) the debt is created by a home equity loan. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against your Account. You agree to indemnify, defend (if requested by us, in our sole discretion), hold us harmless, and to protect and fully compensate us and each other Indemnified Party (as defined herein) from any claim arising as a result of our exercise of our right of setoff.

## **I. Dormant Accounts**

If you have not made a withdrawal from, or a deposit to, your Account for an extended period of time and we have been unable to contact you, your Account may be classified by us as dormant Account. Subject to applicable law, we may charge a dormant Account fee on the Account, and the Account will be presumed to be abandoned. In accordance with applicable law, funds in abandoned Accounts will be remitted as unclaimed property to the custody of the applicable state agency, and we will have no further liability to you for such funds. We reserve the right not to send statements on Accounts we consider dormant.

## **J. Account Statements**

You are responsible for promptly examining your Account statement each statement period, reviewing all transactions – deposits/credits, checks paid, and other withdrawals/debits – in the Account statement, and reporting any irregularities to us. The Account statement shall be considered correct for all purposes, and we will not be liable for any payment made and charged to your Account, unless you notify us in writing within certain time limits after the statement is made available to you.

You will be able to choose whether to receive your regular periodic Account statement electronically or by U.S. Postal Service mail. If you receive your statement electronically, you will not receive a statement in the mail. If you choose to receive only online statements for any Account, we may use the email address you have given us to notify you when each statement for that Account becomes available online and to provide other notices and disclosures about that Account to you.

**(i) Your Duty to Report Unauthorized Signatures, Alterations and Forgeries.** You must examine your statement of Account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss).

The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your Account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

(ii) **Your Duty to Report Other Errors.** In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement, and as between you and us the loss will be entirely yours.

(iii) **Errors Relating to Electronic Fund Transfers.** For information on errors relating to electronic fund transfers refer to Section VI.H. of this Agreement (Your Liability for Unauthorized Transfers), in particular the sections on consumer liability and error resolution.

(iv) **Duty to Notify if Statement Not Received.** You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your Account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this Agreement.

Account statements sent or made available to any Account Holder are deemed to be received by all Account Holders.

Any written notice you give to us regarding your Account statement, or a problem with your Account statement, is effective when it is actually received by us and we have had a reasonable opportunity to act on it. Any written notice we give to you regarding your Account statement is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address.

If any problems arise regarding your Account, you agree to provide us with all information necessary for us to investigate the alleged error or unauthorized transaction. You also agree to promptly file a report with proper law enforcement agencies and otherwise to provide supporting affidavits, evidence and testimony we reasonably request in connection with the alleged error or unauthorized transaction. If you fail to comply with any of the above, we are not obligated to reimburse you for any claimed loss, except for consumer transactions that may be governed by Regulation E.

#### **K. Unlawful Internet Gambling Notice**

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this Account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

#### **L. Wire Transfers and Automated Clearing House (ACH) Transactions**

This Agreement is subject to Article 4A of the Uniform Commercial Code—Fund Transfers as adopted in the State of Texas (or such similar provision of the Uniform Commercial Code as adopted in the state in which you open your Account in-person at a Bank branch). If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution, or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person, or Account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code as adopted in the State of Texas (or such similar provision of the Uniform Commercial Code as adopted in the state in which you open your Account in-person at a Bank branch). If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account, and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an Account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

#### **M. International ACH Transactions**

Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive on an incoming basis against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an incoming IAT transactions and potentially affect the settlement and/or availability of such payments. We do not allow you to originate outgoing IAT transactions.

#### **N. Claim of Loss**

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

## V. SUBSTITUTE CHECK POLICY DISCLOSURE

Under the Check 21 Regulations, any check you write or deposit need no longer be returned for payment by the bank of the person to whom you wrote the check. Such other bank may instead send us a Substitute Check or, in some cases, an Electronic Image by which we can create a Substitute Check. A Substitute Check that you receive is the legal equivalent of an Original Check for all purposes.

Check 21 requires that we provide you with the following disclosure entitled “Substitute Checks and Your Rights.” If you have any questions about this, — or anything else relating to Check 21, — please give us a call at 1-888-222-3902.

### A. Substitute Checks and Your Rights

(i) **Substitute Checks.** To make check processing faster, federal law permits banks to replace Original Checks with “Substitute Checks.” These checks are similar in size to Original Checks with a slightly reduced image of the front and back of the original check. The front of a Substitute Check states: “This is a legal copy of your check. You can use it the same way you would use the Original Check.” You may use a Substitute Check as proof of payment just like the Original Check.

Some or all of the checks issued by you for payment, or other checks deposited by you, that you receive from us may be Substitute Checks. This notice describes the rights you have when you receive Substitute Checks from us. The rights in this notice do not apply to Original Checks or to electronic funds debits from your Account. However, you have rights under other law with respect to those transactions as described elsewhere in this Agreement.

(ii) **Your Rights Regarding Substitute Checks.** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a Substitute Check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, non-sufficient funds fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the Substitute Check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the Substitute Check, you may be able to recover additional amounts under law.

If you use this procedure with respect to a Personal Account, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within ten (10) Business days after we receive your claim and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) calendar days after we receive your claim. We may reverse the refund (including interest on the refund) if we later are able to demonstrate that the Substitute Check was correctly posted to your Account.

(iii) **How You Can Make a Claim for a Refund.** If you believe that you have suffered a loss relating to a Substitute Check you received and that was posted to your Account, please promptly contact us at 1-888-222-3902 or write to us at Retail Client Services, Monet Bank

Corporate Headquarters, 6000 Legacy Drive, Plano, Texas, 75024, Attention: Retail Client Services. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the Substitute Check in question or the Account statement showing that the Substitute Check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the Substitute Check you received is insufficient to confirm that you suffered a loss; and
- A copy of the Substitute Check or the following information to help us identify the Substitute Check: the check number, the name of the person to whom you wrote the check, and the approximate amount of the check.

You understand that even if you have asked for your original paper checks to be returned to you with your statement, those paper checks may not all be your Original Checks. Some or all of these original paper checks may be replaced with Substitute Checks.

(iv) **Substitute Checks Deposited by You.** Should you receive a valid Substitute Check from someone else that has not yet been collected, you may deposit that Substitute Check in the same manner as you would deposit an Original Check you received. Creating a valid Substitute Check takes specialized equipment and adherence to precise specifications. Accordingly, you agree not to attempt to change any Original Check you write or receive into a Substitute Check unless we, in our discretion, have first entered into a separate written agreement with you to permit you to create Substitute Checks that we will honor when deposited into your Account. If you do not have a separate written agreement with us granting you the ability to create Substitute Checks, then you can only deposit Substitute Checks or any IRD that purports to be a Substitute Check if such Substitute Checks have already been indorsed by a bank.

## **VI. ELECTRONIC BANKING SERVICES AND DISCLOSURE**

**A. Electronic Funds Transfers Generally.** The types of electronic fund transfers we are capable of handling are listed below, some of which may not apply to your Account. These electronic funds transfers for consumer accounts are generally governed by regulations issued by the Federal Reserve Board of Governors. Similar electronic funds transactions made with respect to business Accounts are governed by the Texas Business and Commerce Code and any applicable federal law, rule, or regulation. You understand that all electronic funds transfers must originate from an Account on which you are an Account Holder. We reserve the right to refuse the acceptance of any particular transfer for any reason. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this Agreement, including this disclosure, for future reference.



**B. Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your Account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your Account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and Account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

(i) **Preauthorized credits.** You may make arrangements for certain direct deposits (such as Social Security, payroll, or U.S. Treasury) to be accepted into your deposit, savings or money market Account(s).

(ii) **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your deposit, savings or money market Account(s).

(iii) **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your deposit Account using information from your check to pay for purchases or pay bills.

(iv) **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

## **C. Fees**

(i) We do not charge for direct deposits to any type of Account.

(ii) We do not charge for preauthorized payments from any type of Account.

(iii) Except as indicated elsewhere, we do not charge for these electronic fund transfers.

## **D. Documentation**

(i) **Preauthorized credits.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us to find out whether or not the deposit has been made.

(ii) **Periodic statements.** You will get a monthly Account statement from us for your deposit and money market Accounts. You will get a monthly Account statement from us for your statement savings Accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## **E. Preauthorized Payments**

(i) **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We will charge you \$25.00 for each stop-payment order you give.

(ii) **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

(iii) **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages directly attributable to our failure.

**F. Financial Institution's Liability.** If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

(i) If, through no fault of ours, you do not have enough money in your Account to make the transfer.

(ii) If you have an overdraft line and the transfer would go over the credit limit.

(iii) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(iv) There may be other exceptions stated elsewhere in our Agreement with you.

**G. Confidentiality.** We will disclose information to third parties about your Account or the transfers you make:

(i) Where it is necessary for completing transfers; or

(ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

(iii) In order to comply with government agency or court orders; or

(iv) If you give us written permission.

**H. Your Liability for Unauthorized Transfers.**

(i) Tell us AT ONCE if you believe your device or code which accesses your Account (including for online banking) has been lost, stolen or otherwise learned or acquired by an unauthorized person, or if you believe that an electronic funds transfer has been made without

your permission using information from your check or otherwise. The best way to minimize your loss is to call us immediately. The unauthorized use of your User ID or log on credentials could cause you to lose all of your money in your Accounts, plus any amount available under your overdraft protection if you do not notify us in a timely manner. Also, if your Account statement shows transfers that you did not make, including those made by any means, tell us at once.

You will have no liability for unauthorized transactions if you notify us within sixty (60) calendar days after the statement showing the transaction has been mailed to you. If you do not tell us within sixty (60) calendar days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a valid reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

We may reasonably determine that you were negligent or that you failed to exercise reasonable care, for instance, if you do not promptly report one (1) or more unauthorized transactions to us.

(ii) **How to Notify Us.** The telephone number and relevant address for notification are as follows:

Telephone: 1-888-222-3902

In writing: Monet Bank, Attn: Retail Client Services  
6000 Legacy Drive, Plano, Texas, 75024

E-mail: [info@monet.bank](mailto:info@monet.bank)

## I. Error Resolution Notice

In case of errors or questions about your electronic funds transfers, either call or write to us using our contact information as listed above. Call or write as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) calendar days after we sent you the FIRST statement on which the problem or error appeared. You must provide us with the following information:

- (i) Tell us your name and Account number.
- (ii) 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.
- (iii) Tell us the dollar amount of the suspected error.

If you tell us orally or electronically, we may require that you send us your complaint or question in writing within ten (10) Business days after you initially inform us. We will determine whether an error occurred within ten (10) Business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask

you to put your complaint or question in writing and we do not receive it within ten (10) Business days of our request, we may not credit your Account.

For errors involving a transfer to or from an Account within thirty (30) calendar days after the first deposit to that Account (herein referred to as a “New Account”), or for errors involving POS or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For New Accounts, we may take up to twenty (20) Business days to credit your Account for the amount you think is in error.

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

## **VII. FUNDS AVAILABILITY DISCLOSURE**

In states other than California, this policy statement applies to “transaction” Accounts, but not to savings deposits. Transaction Accounts, in general, are Accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other Accounts of yours with us. Checking accounts are the most common transaction accounts. Savings Accounts and money market deposit Accounts are examples of savings deposits. Feel free to ask us whether any of your other Accounts might also be under this policy.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$275 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**A. Same-Day Availability.** Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.

**B. Next-Day Availability.** Funds from the following deposits are available on the first business day after the day of your deposit:

- (i) U.S. Treasury checks that are payable to you.
- (ii) Wire transfers.
- (iii) Checks drawn on Bank

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- (i) Cash
- (ii) State and local government checks that are payable to you. Cashier's, certified, and teller's checks that are payable to you.
- (iii) Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

### **C. Other Check Deposits Subject to Second-Day Availability**

The first \$275 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$275 of the deposit is available on Tuesday. The remaining \$425 is available on Wednesday.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### **D. Cash Withdrawal Limitation**

For checks subject to second-day availability, we place certain limitations on withdrawals in cash. In general, \$275 of a deposit is available for withdrawal in cash on the first business day after the day of deposit. In addition, a total of \$550 of other funds becoming available on the second day after the day of deposit is available for withdrawal in cash at or after 4:00 P.M. on that day. Any remaining funds will be available for withdrawal in cash on the following business day.

### **E. Longer Delays May Apply**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (i) We believe a check you deposit will not be paid.

(ii) You deposit checks totaling more than \$6,725 on any one day. You redeposit a check that has been returned unpaid.

(iii) You have overdrawn your Account repeatedly in the last six months.

(iv) There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

#### **F. Special Rules For New Accounts**

If you are a new customer, the following special rules will apply during the first 30 days your Account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the tenth business day after the day of your deposit.