

## FLEX FUNDS ACCOUNT AGREEMENT

(Last Updated June 24, 2026)

**PLEASE BE AWARE THAT THIS FLEX FUNDS ACCOUNT AGREEMENT CONTAINS AN ARBITRATION PROVISION AND CLASS ACTION WAIVER. BY ELECTRONICALLY SIGNING THIS FLEX FUNDS ACCOUNT AGREEMENT, YOU AGREE TO THE TERMS OF THE JURY TRIAL AND CLASS ACTION WAIVER BELOW. UNLESS YOU PROPERLY REJECT THE ARBITRATION PROVISION PURSUANT TO THE TERMS SET FORTH HEREUNDER, YOU AND WE AGREE TO ARBITRATE ALL DISPUTES BETWEEN US, WITH LIMITED EXCEPTIONS.**

### Customer Service Contact Information

Servicer: Flexible Finance, Inc. (including its subsidiaries, affiliates, agents, and assigns) (“**Flex**” or “**Servicer**”)

Support email: [help@getflex.com](mailto:help@getflex.com)

This Flex Funds Account Agreement (the “**Agreement**”) contains the terms and conditions governing the wallet account (the “**Flex Funds Account**” or the “**Account**”) made available and provided by Column National Association. “**Account Owner**”, “**you**” and “**your**” means the user of Flex Funds who owns the Flex Funds Account. “**Bank**,” “**we**,” “**our**,” and “**us**” means Column National Association and its agents, service providers, authorized representatives, successors, and assignees. Bank is a nationally chartered depository financial institution and a member of the Federal Deposit Insurance Corporation (“**FDIC**”). When we say “**We may**” or “**Bank may**” do something, that means you authorize us and agree to such action. Flex is a service provider of Bank that performs certain services related to your Flex Funds Account on our behalf. Bank may refuse to process any transaction(s) that it believes may violate the terms of this Agreement or Applicable Law.

Your eligibility to use Flex Funds is subject to this Agreement, which we may amend or change at any time as provided herein. Please read this Agreement carefully.

The Flex Funds Account is not a demand deposit account, a checking account, or savings account, and you are not opening any such account by accessing the Flex Funds Account. No interest will be paid on your Flex Funds Balance (as defined below). The Flex Funds Account is intended to facilitate certain bill or rent payments to a designated service provider via the Flex services. Funds added to the Flex Funds Account are subject to significant transaction, transfer, and return limitations.

The FDIC insures deposits according to the ownership category in which the funds are insured. Not all accounts may be insured. Unless otherwise stated by us or the FDIC, your deposits with Bank are insured to the regulatory limits by the FDIC. For purposes

of determining the insurance amount applicable for your account, you may refer to information and tools provided by the FDIC that describe how deposit insurance coverage works at [www.fdic.gov/resources/deposit-insurance](http://www.fdic.gov/resources/deposit-insurance) or by calling 1-877-ASK-FDIC or 1-800-925-4618 (for the hearing impaired). You can also refer to the FDIC's Electronic Deposit Insurance Estimator (EDIE) at [www.fdic.gov/edie](http://www.fdic.gov/edie).

By accepting this Agreement, you agree to be bound by Bank's Privacy Notice (available at <https://column.com/legal/privacy-notice>) and Privacy Policy (available at <https://column.com/legal/california-consumer-privacy-policy>).

As a condition of opening and maintaining a Flex Funds Account with us through Servicer, you are required to enter into and maintain an agreement with Servicer regarding that access through the Flex App offered by Servicer. Servicer provides a website and mobile application and we require you to use those tools to access your Flex Funds Account to make transfers and to obtain other account services, instead of through a Bank branch, website or software offered by Bank. You agree to download and maintain a current version of the Flex App and represent and warrant you are able to access Servicer's website offered at <https://getflex.com>.

Servicer is a vendor of the Bank for some purposes and will be responsible for carrying out some of our responsibilities under this Agreement, including receiving notices from you, responding to any notices relating to questions or complaints concerning your Flex Funds Account, and carrying out other responsibilities described in this Agreement. Accordingly, where we are responsible for matters under this Agreement, those matters may be handled either by Servicer or by us directly and you agree we may require you to contact Servicer directly for assistance.

As a condition of using the Flex Funds Account, you acknowledge that there may be additional agreements and disclosures that govern and apply to your relationship with us and Servicer, including but not limited to the terms contained in the following documents ("**Additional Agreements**") each of which is hereby incorporated by reference, as applicable:

- Flex User Agreement;
- Flex E-Sign Consent Agreement;
- Flex Rent Credit Line Agreement;
- Flex Rent Terms and Conditions;
- Flex Bills Credit Line Agreements;
- Flex Bills Terms and Conditions; and
- Flex Privacy Policy and Flex Privacy Notice.

The terms and conditions of the Additional Agreements shall continue to apply in full force. This Agreement shall supplement the Additional Agreements. In the event of a

conflict with this Agreement, this Agreement shall control with regard to the Flex Funds Account.

## 1. Definitions

“**ACH**” means the Automated Clearing House.

“**ACH Transfers**” are transfers to or from your Flex Funds Account processed under National Automated Clearing House Association (“NACHA”) Operating Rules.

“**Applicable Law**” means, with respect to either party and as may be amended and in effect from time to time, any applicable laws, statutes, regulations, rulings, orders, and/or guidance, including the Rules, that legally apply to either party.

“**Bills**” means certain eligible bills or rental payments pursuant to a lease or rental agreement for the right to occupy and use premises for residential purposes or associated fees, such as management or utilities fees, each payable to a Provider.

“**Book Transfer**” means an intra-institutional funds transfer between accounts within the Bank.

“**Business Day**” means Monday through Friday, excluding U.S. federal holidays.

“**Direct Deposit**” means an electronic transfer of funds credited directly to your Account from a payer (such as an employer, government agency, or other originator), typically processed through the ACH network, without the use of a physical check or cash deposit.

“**First Payment**” means the initial payment made by you in connection with each billing cycle for a permissible Bill expense.

“**Flex App**” means Servicer’s mobile device software application that allows you to access your Flex Funds Account on a mobile device or computer device and/or the Flex Website.

“**Flex Website**” means Servicer’s website at <https://getflex.com>.

“**Full Payment**” means the payment made by you when paying a permissible Bill expense in full without utilizing a Line of Credit.

“**Line of Credit**” means each line of credit offered by us, and “**Lines of Credit**” means all such lines of credit, collectively.

“**Credit Line Agreement**” means the terms and conditions governing your applicable Line of Credit with us.

“**Login Credentials**” means the unique username and password that you create for access to your Flex Funds Account through the Flex App.

“**Provider**” means a third-party service provider, landlord, or property management company to which you may owe a Bill that we approve and that agrees to accept Bill payments from the Flex Funds Account.

“**Second Payment**” means the subsequent repayment made by you in connection with each billing cycle for a permissible Bill expense.

“**USD**” means United States Dollars.

## **2. General Provisions**

### **a. Flex Funds Account Eligibility**

The Flex Funds Account is only available to individuals with one or more Lines of Credit in good standing, who are at least 18 years of age, have a valid government-issued identification, provide a valid residence address and who can form a legally binding contract in the United States. We may impose other restrictions as well. The Flex Funds Account is only available to individuals for personal, family or household purposes and may not be opened by a business in any form or used for business purposes. The Flex Funds Account may not be opened by a person acting in a fiduciary capacity unless otherwise approved by us in writing. We reserve the right to decline opening a Flex Funds Account for any reason, including instances where previous or existing relationships or accounts with us were not maintained in a satisfactory manner. We are not liable for any damages or liabilities resulting from our refusal to open a Flex Funds Account. The Flex Funds Account is only available electronically and for paperless customers. To be eligible for a Flex Funds Account, you must agree to accept electronic, rather than paper communications and retrieve account information via the Flex App. You agree to maintain updated, complete, and accurate account information, including but not limited to an address, telephone number, and email address.

If you initially meet the eligibility criteria and subsequently fail to meet such criteria, or if you fail to comply with the terms and conditions contained within this Agreement or the terms governing any other product or service offered through the Bank or Servicer, your access to the Flex Funds Account may be suspended or terminated as determined by us in our sole discretion.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. **WHAT THIS MEANS FOR YOU:** WHEN YOU OPEN AN ACCOUNT, WE WILL ASK YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENTS.

#### b. Electronic Documents

We may provide you electronic communications and transact business with you electronically, as further set forth in the Flex E-Sign Consent Agreement at <https://getflex.com/legal/esign-consent>. Your authorization and consent to agreements with us, or your delivery of instructions, may be made by use of certain numbers, codes, marks, signs, personal identification numbers, public or private keys, or other means acceptable to you and us, to establish your identity and acceptance of the electronic communications. All electronic communications and agreements that meet these requirements will be deemed to be valid and authentic, and you intend and agree that those electronic communications and agreements will be given the same legal effect as written paper communications signed by you.

#### c. Telephone, SMS, and Electronic Message Communication

By providing a phone number, you are expressly consenting to receive communications at that number from Bank and Bank's agents, including Flex. Such communications may include, but are not limited to, text messages, prerecorded or artificial voice message calls and/or calls made by an automatic telephone dialing system. This express consent applies regardless of the call's purpose. You understand that anyone with access to your telephone or your email address, if we send emails to you, may listen to or read our communications to you, including any voicemail message we deliver to you. You agree that we will not be liable for anyone accessing our communications or for any charges that you incur in connection with any of our communications. From time to time, we may provide automatic account alerts regarding certain account activities or when certain changes are made to your account, such as a change in your email address, telephone number or password. You acknowledge that data, including emails, may be accessed by unauthorized third parties when communicated between you and the Bank, using the Internet (for example, by such a third party downloading spyware or malware onto your computer), telephone, or other electronic devices. We are not responsible for any misdirected data or disclosures that occur as a result of your use of third-party electronic communication channels.

To change your communication preferences or to revoke your consent for calls or text messages made with an automatic telephone dialing system or that deliver prerecorded and/or artificial voice messages, to the extent you have a right under Applicable Law, you must contact Servicer by email or phone using the contact information set forth above. To stop text messages, you may also reply "STOP" to any text message we send to you. If we send marketing emails to you, you must follow the opt-out instructions provided at the bottom of the email to opt-out of such emails.

#### d. Telephone Monitoring and Recording

Bank and Flex may monitor and/or record telephone calls between you and Bank or Flex, including to assure the quality of Bank's or Flex's service team or as required by Applicable Law. You agree that any recorded communications may be admitted as evidence in any litigation, arbitration, controversy, hearing, or other proceeding.

#### e. Flex Funds Account Access and Account Security

You may only access your Flex Funds Account through the Flex App. Your Flex Funds Account and Login Credentials can also be used to electronically remove money from your Flex Funds Account, and payment can be made from your Flex Funds Account even though you did not contact us directly and order the payment. It is your responsibility to protect the Flex Funds Account number, Login Credentials, and electronic access devices we may provide you for your Flex Funds Account. Do not discuss, compare, or share information about your Flex Funds Account information or Login Credentials, with anyone unless you are willing to give them full use of your money. Your Flex Funds Account or Login Credentials can be used by thieves to issue a debit to your Flex Funds Account. If you furnish your access device and grant actual authority to make transfers to another person (a family member or friend 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. Keep your Flex Funds Account number, Login Credentials, and statements, secure at all times. Make sure to also keep your mobile device and computer secure at all times and avoid accessing the Flex App when others can see your screen. If your Flex Funds Account number, Login Credentials, or mobile device are lost or stolen, notify Servicer immediately to limit your liability for unauthorized transactions that may occur. We reserve the right to place a hold on your Flex Funds Account if we suspect irregular, fraudulent, unlawful or other unauthorized activity involved with your Flex Funds Account. We may attempt to notify you of such a hold, but we are not required to provide notice prior to placing the hold. You agree that we may maintain such a hold until all claims against you or us to the funds held in your Flex Funds Account, whether civil or criminal in nature, have been resolved fully in our sole satisfaction.

#### f. Updating Information

You must notify us immediately if there is a change to your name, telephone number, residential address, email address or any other information you have provided us. You may notify us of changes to information through updating your profile details in the Flex App. We may require proof of any change to certain information. We will attempt to communicate with you only by use of the most recent email address you have provided to us. Any notice we provide to you will be deemed received when sent to the last (postal or electronic) address for you in our records, or when made available to you in the Flex App. We may change your address if we receive an address change notice from the U.S. Postal Service or if we determine in our sole discretion that the address in our records no longer matches your address.

### **3. Flex Funds Account Ownership and Use**

#### a. Purpose

Your use of the Flex Funds Account is subject to the terms and conditions set forth in this Agreement. Your Flex Funds Account is offered under this Agreement for the purposes of paying your permissible Bill expenses and conducting permitted deposit, withdrawal, and funds transfer transactions.

The Flex Funds Account is a non-interest-bearing wallet account used to hold your deposits and make payments and transfers to other accounts at other banks and to third parties through the Flex App. If you have one or more Lines of Credit offered by the Bank in good standing, and an active user account with Flex in good standing, you can use your Flex Funds Account for the purpose of paying applicable Bill expenses, including making certain early or additional payments outside of a First Payment, Second Payment, and Full Payment. Such early or additional payments may create or add to your available balance in your Flex Funds Account (“**Flex Funds Balance**”) and can either be applied to future payments through Flex or refunded to you from the Flex Funds Account. Transaction history can also be used when you use the Account.

We do not assume any fiduciary obligation on your behalf. You are responsible for all authorized transactions initiated and fees incurred by use of the Flex Funds Account.

b. How it Works

For eligible customers, Flex Funds may be accessed through the Flex App. You may add and remove Funds from your Flex Funds Balance subject to the limits set forth in this Agreement (see [Exhibit B](#)).

For any month that you utilize one or more Lines of Credit to pay permissible Bill expenses, you authorize us and Servicer to use any available funds added to your Flex Funds Balance to facilitate your payment obligations as they become due, including First Payments, Second Payments, and, if applicable, your monthly membership fee, and any other payment obligation as agreed. Where you have multiple payment obligations, Servicer will apply available funds in the order determined by Servicer, as set forth in the Flex App. If your Flex Funds Balance only partially covers your payment obligations at the time of scheduled payment, you authorize us and Servicer to automatically charge the remaining balance to the default payment method on file with Servicer in accordance with your applicable AutoPay Recurring Electronic Payment Authorizations (“Autopay Authorizations”), each of which is incorporated into this Agreement by reference.

For any month that you do NOT utilize a Line of Credit to pay permissible Bill expenses, but you elect to use the Flex services to pay those expenses, you authorize us and Servicer to use any available funds added to your Flex Funds Balance to facilitate your payment obligations as they become due, including Full Payments and, if applicable, your monthly membership fee, and any other payment obligation as agreed. Where you have multiple payment obligations, Servicer will apply available funds in the order determined by Servicer, as set forth in the Flex App. If your Flex Funds Balance only partially covers your payment obligations at the time of scheduled payment, you authorize us and Servicer to charge the remaining balance to the default payment method on file with Servicer in accordance with your applicable Autopay Authorizations.

For any month that you do NOT use the Flex services to pay permissible Bill expenses, you authorize us and Servicer to use any available funds in your Flex Funds Balance to satisfy your monthly membership fee obligation for that month, if applicable, and any other payment obligation as agreed. If your Flex Funds Balance only partially covers

your monthly membership fee, you authorize us and Servicer to charge the remaining balance to the default payment method on file with Servicer in accordance with your applicable Autopay Authorizations.

If your Flex Funds Balance exceeds your payment obligations at the time of scheduled payment, you authorize us and Servicer to apply the remaining funds to your next scheduled payment. We may (without prior notice and when permitted by law) set off funds in your Flex Funds Balance against any due and payable debt you owe us now or in the future. There is no minimum balance requirement for your Flex Funds Balance. If no funds are available in your Flex Funds Balance at the time of a scheduled payment, your default payment method will be charged. In the event that there is an error with the transaction, we will notify you in the Flex App and prompt you to try again. Any overpayments on a scheduled transaction will be returned to your Flex Funds Balance.

#### c. Ownership

Your Flex Funds Account shall be owned by you and titled in your name. The Flex Funds Account is solely for your use and you may not permit anyone else to use your Flex Funds Account, unless approved by us or as set forth in this Agreement. Without limiting the foregoing, if you permit another person to have access to your Flex Funds Account, this will be treated as if you authorized such use and you will be liable for all transactions and fees incurred by those persons, even those you did not intend, subject to Applicable Law.

Flex Funds Account deposits are held in an omnibus custodial account owned by us, in which we pool funds held by Servicer's customers (each a "**Customer**" and collectively "**Customers**"), for their benefit ("**FBO Account**"). Within the FBO Account, each eligible Customer is issued a Flex Funds Account, which consists of a sub-account established in each Customer's name, with its own account number extension. The funds attributable to a Customer's Flex Funds Account and held in the FBO Account are covered by FDIC "pass-through" insurance up to the legal maximum for such Flex Funds Account. Servicer directly or indirectly maintains a ledger accounting for the funds held in each Flex Funds Account for us and reconciles transactions for each Flex Funds Account for us. We will not commingle other funds in the FBO Account. Servicer has no ownership interest in, access to, or control over the FBO Account. We control the flow of funds into and out of the FBO Account, and Servicer does not at any time accept or transmit Customer funds. Bank may reject any entry or instruction to debit or credit the FBO Account in its discretion.

#### d. Linking External Account

To fund the Flex Funds Account, you must link a debit card accessing your bank account at another financial institution located in the U.S. ("**Linked Account**") to your Flex Funds Account in order to transfer funds between your Linked Account and your Flex Funds Account. We may require you to provide proof that the external account: (i) is a wallet account held at a bank located in the U.S.; (ii) is an account in which you have full right and authority to the funds; (iii) is not a trust account; and (iv) is individually or jointly owned by you. You may not link a business account. We may restrict linking to

an external account at specific financial institutions. You authorize us, our agents, and service providers to verify ownership of the Linked Account. You represent and warrant: (1) that you have the right to authorize any and all charges and debits to the Linked Account; (2) the Linked Account is held at a depository institution located in the U.S.; and (3) you are individually or jointly the owner of the Linked Account. You will indemnify and hold us harmless from any claims by any person related to the Linked Account, including any other owner of the Linked Account. Your Flex Funds Account may not serve as a funding source or payment method for, and you are not permitted to link your Flex Funds Account with, any credit, debit, gift, or other type of card issued by a third party or another bank. Subject to the limitations set forth herein, you may deposit funds into or withdraw funds from your Flex Funds Account by using the Flex App. YOU MAY ONLY TRANSFER FUNDS IN YOUR FLEX FUNDS BALANCE TO YOUR LINKED ACCOUNT OR TO A THIRD PARTY FOR THE PURPOSES OF PAYING PERMISSIBLE BILL EXPENSES.

#### e. Statements

We make statements available to you online through the Flex App. You will get a monthly account statement through Servicer (unless there are no transfers in a particular month, and in any case you will get the statement at least quarterly). You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it, as this can be a sign that there is an issue with your Flex Funds Account. You agree to notify us promptly if you change your mailing address or email address. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on such information, even if the information provided by the U.S. Postal Service is in error. If any statement is returned to us because of an incorrect address, we may stop sending statements to you, but for all purposes it shall still be considered as if we made your statement of account available to you as of the statement date that was or would have been printed on your statement, showing information sufficient to allow you to reasonably identify the items paid. We reserve the right to implement standard charges for any paper statements.

It is your responsibility, and you agree, to examine each statement for any unauthorized transactions, errors, or irregularities on the statement. You agree to contact us immediately upon your discovery of any unauthorized transaction, error, or irregularity appearing on your statement in accordance with this Agreement. Timely notification is required of you to resolve certain errors or unauthorized transactions.

#### f. Power of Attorney and Death or Incompetence

You may give another person (an “**Attorney in Fact**”) authority to act on your behalf by providing us power of attorney documentation that meets our requirements. We may refuse to honor any power of attorney or refuse to permit your Attorney in Fact to access your Flex Funds Account as permitted by law. An Attorney in Fact may not open a Flex Funds Account on your behalf. Once we accept your power of attorney, the Attorney in Fact may access your Flex Funds Account unless we have had a reasonable opportunity to act on written notice that you have passed away or the power

of attorney has been revoked. We have no duty to monitor or ensure that the acts of your Attorney in Fact are for your use or benefit or are otherwise permissible under Applicable Law. We are not liable if your Attorney in Fact exceeds the powers granted or does not comply with your instructions. In order to complete a power of attorney request, we may be required to contact you to confirm your desire to designate an Attorney in Fact. If we are unable to contact you to confirm your power of attorney designation, we may not accept your power of attorney or we may close your Flex Funds Account.

Upon receiving notification of your death or incapacitation, we may place a hold on your Flex Funds Account and refuse all transactions until we know and have verified the identity of your successor. Until we receive notice and any required proof of death or incapacitation, we may continue to accept deposits and process transactions to your Flex Funds Account. Your estate will be responsible for repaying us for any tax liability resulting from payment of your Flex Funds Balance to your estate. You agree to hold us harmless for any actions we take based on our belief that you have died or become incapacitated, or any notices of death or incapacitation that we receive. If certain payments originating from government entities are deposited into your Flex Funds Account after your death, we may be required to return those payments to the originator upon notice. If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff or security interest rights against the funds credited to your Flex Funds Account after your death.

#### **4. Interest Rates and Fees**

##### **a. Rate and Fee Schedule**

Information on applicable rates and fees is set forth in Exhibit A ("**Rate and Fee Schedule**"). You authorize Bank to access your Flex Funds Account to debit any fees, charges, or costs owed to Bank, even if doing so creates an overdraft.

##### **b. Minimum Balance and Interest**

There is no initial deposit or minimum balance required to qualify for, open or maintain your Flex Funds Account. The Flex Funds Account is non-interest bearing.

#### **5. Deposits**

Deposits are subject to limitations specified in this Agreement. For security reasons, we may impose deposit limits. Confidentiality of certain details related to these additional limits is essential to the security of an account or system. Please see Exhibit B for additional information on limits. Additional transaction limits may be disclosed to you through the Flex App. When you make a deposit, we act only as your collection agent and will not be responsible beyond the exercise of ordinary care. The following terms apply to deposits made to your Flex Funds Account:

##### **a. Deposit Methods**

You may deposit funds to your Flex Funds Account by (1) initiating a funds transfer from a Linked Account; (2) direct deposit; or (3) disbursing the loan proceeds from one or

more Lines of Credit to your Flex Funds Account. You may also deposit funds to your Flex Funds Account by any other method we make available. In addition, Servicer may support account deposits (funding) through other eligible debit or credit cards via third-party processors such as Stripe, or through digital wallets and payment platforms including PayPal, Venmo, CashApp, and Apple Pay, using applicable payment networks.

b. Cash, ATM, or Foreign Currency Deposits

You cannot deposit paper checks, cash or any form of deposit denominated in a foreign currency into your Flex Funds Account. You may not make any deposit by mail. We are not responsible for deposits made by mail, night depository or other outside depository. We may return any paper check, cash or foreign currency mailed to us to the address we have on file for you. We are not liable if you do not receive the returned funds. You may not make deposits into your Flex Funds Account at any automated teller machine ("ATM"), unless we make such a method available to you. All deposits must be of, or denominated in, United States currency.

c. ACH Transfers

You may deposit funds into your Flex Funds Account through ACH Transfers from a Linked Account that is ACH enabled, through Direct Deposit, or any other method permitted by us. We may place limits on the amount of funds transferred based on total dollar amount or frequency, and we will disclose such limits to you at the time you schedule your ACH Transfer. We may reverse any ACH Transfer to or from your Account without prior notice to you at any time as permitted by NACHA Operating Rules. We may reverse any provisional credit to your Account for which final payment is not received. ACH Transfer instructions must be received before 7pm Pacific Time on a Business Day, otherwise the instruction shall be considered received on the next Business Day. We may process ACH Transfer instructions in the order in which we determine, in our discretion. We are not required to accept or execute any ACH Transfer instruction. You authorize Bank to originate ACH Transfers on your behalf to the Linked Account and that you will be bound by the rules of NACHA. We may audit your compliance with the requirements hereunder.

d. Right to Refuse Deposits

We may refuse a deposit, or part of a deposit, at any time and for any reason. We also may refuse a deposit after initially accepting it. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made. In addition to any of the limitations specified in this Agreement, we may further restrict or limit your ability to receive transfers when we reasonably believe there may be fraudulent, suspicious or illegal activity on or impacting your Flex Funds Account.

e. Deposit Discrepancies

When you make a deposit to your Flex Funds Account, we will credit your Flex Funds Account for the amount of the deposited items. We reserve the right to review the deposit and confirm the amount you deposited but are not required to do so. If after any

review we determine that the amount credited to your Flex Funds Account is incorrect, we may adjust your Flex Funds Account for the amount of the discrepancy but reserve the right not to do so if the discrepancy would not be a disadvantage to you.

f. Deposit Liability

Bank is not liable for any deposits not received by Bank. Credit given by us to you with respect to a transfer to your Flex Funds Account is provisional until collection is final, including on us transfers. Provisional credit may be reversed at any time without notice. If final payment is not received or if any transfer deposited is charged back to us for any reason, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Flex Funds Account in connection with such transfer, and the party making payment to you via such transfer shall not be deemed to have paid you the amount of such transfer. If a deposit or transfer to your Flex Funds Account is returned or rejected by the paying financial institution or sender for any reason, or if there is an error or mistake involving a deposit or transfer, we may deduct the amount of the deposit, transfer or error without prior notice to you.

**6. Withdrawals**

Withdrawals are subject to limitations specified in this Agreement. For security reasons, we may impose withdrawal limits. Confidentiality of certain details related to these additional limits is essential to the security of an account or system. Please see Exhibit B for additional information on limits. Additional transaction limits may be disclosed to you through the Flex App. You may make withdrawals or transfer funds from your account by any means we make available to you. The Flex Funds Account may not be accessed in person. You may not permit or allow for any items to be drawn upon your Flex Funds Account and if drafts, electronic debits, checks or other orders of payment from your account are issued by any third party, the Bank bears no liability for such items. The following terms apply to withdrawals from your Flex Funds Account:

a. Manner of Withdrawal

You may make withdrawals from your Flex Funds Account in any manner that is permitted by us for the Flex Funds Account. We may refuse to accept any check. Withdrawals and transfers from your Flex Funds Account may be restricted as provided in the Agreement or by Applicable Law.

b. Representment

A transfer returned unpaid due to nonsufficient funds may be re-presented for payment by a merchant multiple times. Each representment is a separate transfer. We will determine, in our sole discretion, whether to pay or return each transfer each time it is presented or re-presented to us for payment, which may result in your Flex Funds Account being charged multiple fees related to the same transfer, if we charge insufficient funds fees, and may cause other transfers you have authorized to be declined or returned unpaid. You acknowledge that a representment may be attempted on the same day as (or any later day after) the original attempt to present the transfer for payment. You further acknowledge that we have no control over when a merchant

chooses to represent a payment and that it is your sole responsibility to ensure that you maintain an adequate Flex Funds Balance to cover all of the transfers you have authorized.

c. Withdrawal Restrictions; No Overdrafts

We may refuse or restrict withdrawals and transfers from your Flex Funds Account in our sole discretion for any purpose permitted by Applicable Law. You are not permitted to overdraw your Flex Funds Account.

If there are insufficient funds available in your Flex Funds Account to cover a withdrawal or debit presented against your Flex Funds Account, we may reject such withdrawals in our sole discretion. Even if we choose to pay one or more overdrafts as a courtesy to you, in our sole discretion, we are not obligated to cover any future overdrafts and fees or interest may apply to any overdraft we permit. If your Flex Funds Balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Flex Funds Account has a negative balance for thirty (30) calendar days or more we reserve the right to close the Flex Funds Account. In the event you fail to pay the amount of any overdraft and Bank refers your overdrawn Flex Funds Account to an attorney for collection, you agree to pay all reasonable expenses, including, but not limited to, reasonable attorneys' fees and court costs incurred by Bank as a result of your account being overdrawn.

d. Request for Information

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

e. Checks Issued by a Third Party

We do not support the issuance of checks to access funds in your Flex Funds Account. We reserve the right to refuse to make payments initiated via a check.

## **7. Funds Availability**

a. Transaction Posting Order

Bank reserves the right to decide the order of the items Bank will pay and which items will be returned (if any). Bank's posting order may not be the same as the order in which you conducted a transaction and could result in overdraft fees if you do not have available funds at the time the item is paid. Posting order impacts your available Flex Funds Balance. We use automated systems to process transactions and then to post transactions to your Flex Funds Account. When we process multiple transactions for your Flex Funds Account on the same day, you agree that we may in our discretion determine our posting orders for the transactions and that we may credit, authorize, accept, pay, decline or return credits, debits and holds in any order at our option. Generally, Bank posts the following transaction types (to the extent applicable to your Flex Funds Account) after the close of each Business Day in the following order:

- Deposits and credits Bank receives before the close of each Business Day will be posted before any withdrawals.
- Your debits and withdrawals will be posted in date/time order, based on the date and time associated with each transaction. The order by which you make transactions on your Flex Funds Account may not be the same as the order in which we post those transactions to your Flex Funds Account. If date and time are not available, by lowest to highest dollar amount.

You agree that we may determine in our discretion the orders in which we post transactions to your Flex Funds Account. We reserve the right to change our order of posting from time to time. Your available Flex Funds Balance may not include transactions you have authorized that we have not received. Your available Flex Funds Balance is viewable at any time through the Flex App, but it is important to understand that it may not reflect transactions you have authorized that have not yet been presented to us for payment. If a transaction is presented without sufficient funds in your Flex Funds Account to pay it, we may, at our discretion, return the transaction for insufficient funds (NSF).

#### b. Funds Availability

Bank makes funds available according to the type of deposit and when the funds are applied or credited to your Flex Funds Account and in accordance with Applicable Law. Some types of deposits may not be available for immediate use. When Bank delays the availability of funds or places a hold on a deposit made to your Flex Funds Account, you may not withdraw those funds, and Bank will not use them to pay any debits. Bank has the right to refuse any deposit. The length of the delay in the availability of funds varies depending on the type of deposit. If final payment is not received on any item you have deposited into your Flex Funds Account, you agree to pay Bank the amount of the returned item if such item has already been credited to your Flex Funds Account. You may only deposit funds that are immediately available.

Bank receives deposits each Business Day. If you make a deposit by electronic payment before 5pm Pacific Time on a Business Day, we will consider that day to be the day of your deposit. However, if you make a deposit after 5pm Pacific Time or on a non-Business Day, we will consider that the deposit was made on the next Business Day.

Deposits made by electronic payment, excluding those by ACH debit transactions, will be made available to you the day that the deposit is received but no later than the first Business Day after the day that the deposit is made.

Deposits made by any other permissible deposit method, will be made available no later than the second Business Day after the day that the deposit is made.

We reserve the right, subject to Applicable Law, to hold funds pending settlement or for such period of time as we deem necessary, in our sole discretion, to cover items which may be returned unpaid.

### c. Special Rules for New Accounts

Accounts open less than thirty (30) calendar days may be limited in functionality. Funds credited to your Flex Funds Account may be made available provisionally or delayed for a reasonable amount of time in accordance with Applicable Law. Certain transfer limits may be lower during this time for certain features and services, or as allowed under Applicable Law or regulation.

## 8. Funds transfers

### a. Transaction Screening

Bank may screen and reject any funds transfer request in good faith, including because Bank believes that the funds transfer, if executed, would not comply with Applicable Law or would exceed the amount of funds in your Flex Funds Account or any established limits on your Flex Funds Account. Bank is not liable for failing to complete a transaction from your Flex Funds Account on-time or in the correct amount.

### b. Accuracy of Information

When you originate any funds transfer request through any method made available to you by Bank (including ACH Transfers), you are responsible for providing accurate payment information. It is your obligation to verify the information you provide to us including, but not limited to, the identity and relationship of the receiving party, account number, and routing number. Bank is not responsible for any loss or damage you incur from your request for a funds transfer. We and any other financial institution involved in the transaction will rely upon the information you provide, as well as information provided by the external bank sending transfers to you, when we process transfers on your behalf. We are not responsible for the accuracy of this information and are not required to investigate such information prior to initiating a transfer.

## 9. Flexible Payments

If eligible, you may access your Lines of Credit to pay applicable Bill expenses each billing cycle by (1) requesting an advance of loan proceeds for disbursement to your Flex Funds Account through a Book Transfer; (2) depositing First Payments to your Flex Funds Account by the dates specified in the Flex App for the applicable billing cycles in which you access Lines of Credit to pay applicable Bill expenses; and (3) enabling a payment to a Provider in accordance with the instructions in the Flex App.

You acknowledge and agree that we may combine the Bill-portion of your applicable First Payment, or other such funds in your Flex Funds Account, with the applicable Line of Credit loan proceeds to make such Bill credits on your behalf. If such Bill credits must be made through a designated Provider portal, you expressly authorize us to make these payments through those portals as your agent.

If you elect to use the Flex services to pay permissible Bill expenses without accessing a Line of Credit, you may pay those expenses each billing cycle by (1) depositing a Full Payment to your Flex Funds Account by the date specified in the Flex App; and (2) enabling a payment to a Provider in accordance with the instructions in the Flex App.

You acknowledge and agree that we may use the Bill-portion of your Full Payment, or other such funds in your Flex Funds Account, to make such Bill credits on your behalf. If such Bill credits must be made through a designated Provider portal, you expressly authorize us to make these payments through those portals as your agent.

In connection with facilitating a permissible Bill debit or credit (collectively, “**Payments**”), you acknowledge and agree to the following:

- We have no knowledge of, and are not responsible for a violation of any contractual obligations you may have with your Providers, including their terms of use.
- You are solely responsible for enabling a Payment in accordance with the Provider’s instructions and requirements, including accurate funds transfer payment and routing information.
- You remain solely responsible for your legal and contractual relationship with the Provider, including full liability for all payments due under any applicable lease, service agreement, or contract, and our facilitation of a Payment does not alter your status as the primary party responsible for such obligations.
- Our ability to facilitate Payments is dependent on your Flex Funds Balance, your timely provision of funds, and related information required by us.

## **10. Deposit Sweeps**

When you open a Flex Funds Account, you agree to participate in Bank’s deposit sweep program (“**Deposit Sweep Program**”) and agree to be bound by the Deposit Sweep Program terms and conditions (the “**Sweep Agreement**”). Pursuant to the Sweep Agreement, you agree to appoint Bank as your agent and custodian for the limited purpose of depositing Flex Funds Account funds into wallet accounts (each a “**Deposit Sweep Account**”) at one or more other depository institutions (each, a “**Network Institution**”). Deposits that we place for you in Deposit Sweep Accounts (“**Deposit Sweep Balances**”) are “deposits,” as defined by Applicable Law, at the Network Institutions. Subject to the terms and conditions of the Sweep Agreement, your Deposit Sweep Balances may be eligible for FDIC insurance. Refer to the Sweep Agreement for more details.

## **11. Miscellaneous provisions**

### **a. Recovery Assistance**

To the greatest extent permitted by law, if you claim a credit or refund because of an 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 Flex Funds 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 access credentials or unauthorized withdrawals. 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. To the greatest extent permitted by law, our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

b. Notice

Except as otherwise provided in this Agreement, in the event you must contact Bank or send Bank any notice required by this Agreement, you must do so by contacting Servicer. Servicer's contact information is set forth at the top of this Agreement.

Except as otherwise expressly provided in this Agreement, Bank is not required to act upon any communication, notice, or instruction received from you or any other person or to provide any notice or advice to you or any other person with respect to any matter. Notwithstanding the foregoing, if Bank acts upon any communication, notice, or instruction, then Bank has a reasonable time in which to act, after actual receipt of the notice or instruction.

c. No Waiver

Bank does not waive its rights by delaying or failing to exercise them at any time. Neither party shall, by mere lapse of time, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any breach shall not affect our right to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of this Agreement.

d. Illegal Transactions, Account Restrictions, Account Closures

You must not use your Flex Funds Account for any illegal purposes, to conduct transactions in order to hide or disguise funds or assets derived from illegal activities, and you may not use your Flex Funds Account for internet gambling, regardless of whether such activity is legal or illegal. This prohibition includes any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You are responsible for determining the legality of each of your transactions in all applicable jurisdictions before entering into the transaction. We have no obligation to you under this Agreement to monitor, review or evaluate the legality of any transaction. We reserve the right to place a hold on your Flex Funds Account if we suspect irregular, fraudulent, suspicious, unlawful or otherwise unauthorized activity, subject to Applicable Law. We may attempt to notify you of such a hold but unless required by law, we are not required to provide notice prior to placing the hold or thereafter. We also may attempt to contact you to obtain additional information regarding the activity in your Flex Funds Account. We reserve the right to maintain any hold and restrict access to the Flex Funds Account until we receive the requested information, subject to Applicable Law. To the maximum extent permitted by Applicable Law, you agree that we may maintain such hold until all issues, including claims against you or us, concerning the funds held in your Flex Funds Account have been resolved fully to our sole satisfaction. We also reserve the right to reject any incoming credit transaction. Bank will not be held liable for any loss you incur if your Flex Funds Account is restricted or subject to a hold, subject to Applicable Law.

Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction, to the extent permissible under Applicable Law.

e. Unlawful Internet Gambling Transactions Prohibited

You certify that you do not engage in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the “**UIGEA**”). You may not use your Flex Funds Account or any other service we offer to receive, transfer, or credit funds, instruments or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement. You may not use your Flex Funds Account for online gambling or any illegal transactions. Bank may refuse to process any transaction that it believes may violate the terms of this Agreement or Applicable Law. You acknowledge and agree that Bank has no obligation to monitor, to review or to evaluate the legality of your transactions. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if that transaction is determined to be illegal.

f. Holds

We may place administrative holds on the funds in your Flex Funds Account (refuse payment or withdrawal of the funds) if they become subject to a claim adverse to (A) your own interest; (B) others claiming an interest as survivors or beneficiaries of your Flex Funds Account; or (C) 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 Flex Funds Account for these reasons.

g. Right to Set Off

You hereby grant and assign to us a security interest in your Flex Funds Account with us, and all property and funds in your Flex Funds Account, to secure any amount you owe us under this Agreement or our service providers, now or in the future, except as provided under Applicable Law. Subject to Applicable Law, this includes any debts that now exist and debts that you may incur later, your obligations under a guaranty, and also includes all fees you owe us or our service provider. You agree that we control your Flex Funds Account and may perfect our security interest granted herein. To do so, you agree that we shall comply with any and all order, notices, requests and instructions originated by us directing disposition of the funds in your Flex Funds Account without any further consent from you, even if such instructions are contrary to your instructions or demands or result in our dishonoring transactions which are presented or processed for payment. We may exercise our right of setoff or security interest even if the withdrawal results in an early withdrawal penalty or the dishonor of subsequent checks or transactions. The security interest granted herein is in addition to our right to setoff.

You agree to hold us harmless from any claim arising as the result of our security interest in, or enforcement of our security interest against, your Flex Funds Account or our exercising of any right to setoff. If your Flex Funds Balance becomes and remains negative or you are determined to owe Bank any amounts for any reason, Bank can use the funds in your Flex Funds Account or any other account that you own at the Bank to repay any amount owed without further notice to or demand on you. This means Bank has the right to set off any liability, direct or contingent, past, present or future that you owe against any account you have with Bank. You agree that we are not responsible for dishonoring transactions presented against your Flex Funds Account when the exercise of our right of setoff or security interest results in insufficient funds in your Flex Funds Account to cover the transactions. Our right of setoff or security interest may be exercised before or after the death of a Flex Funds Account holder and can follow the proceeds to any other account held by us. You cannot give a security interest or pledge your Flex Funds Account to someone other than us without first getting our express written consent, which we may withhold for any or no reason.

#### h. Tax Reporting and Backup Withholdings

You acknowledge that this Flex Funds Account cannot be opened if you are currently subject to backup tax withholding. Federal law requires us to report the interest you have earned, if any. Interest earned, if any, will be reported under your Social Security Number or Individual Taxpayer Identification Number. You must certify your Social Security Number or Individual Taxpayer Identification Number during the application process.

Unless you are exempt, we are required to withhold a portion of your interest income and certain other payments (this is referred to as backup withholding) if: (i) you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN); (ii) you fail to provide us with the required certified information; (iii) the IRS instructs us to withhold; or (iv) the IRS notifies you that you are subject to backup withholding. We may report interest and other payments to you to the Internal Revenue Service (IRS), along with your TIN.

A non-resident alien or foreign entity not subject to information reporting must certify its exempt status by completing an appropriate IRS certification form (e.g., W-8 BEN). Non-resident aliens may be required to certify their exempt status every three years (or earlier upon request) to avoid backup withholding.

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

#### i. Legal Processes Affecting Accounts

If legal action such as a garnishment, levy or other state or federal legal process (“**Legal Process**”) is brought against your Flex Funds Account, Bank may refuse to permit (or may limit) withdrawals or transfers from your Flex Funds Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such garnishment, levy or other state or federal process, Bank has first claim to any and all funds in your Flex

Funds Account for your liability under this Agreement. Bank will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as Bank determines to be appropriate in the circumstances without liability to you, even if any funds Bank may be required to pay out to comply with the Legal Process leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges or other debts owed to Bank. You agree that you are responsible for any expenses, including legal expenses and fees Bank incurs due to any Legal Process on your Flex Funds Account. Bank may charge these expenses to your Flex Funds Account. You will indemnify Bank for any losses if it does this.

In the event of any dispute over the funds other than a legal action (including, without limitation, any dispute over what persons are authorized to represent or act for the Flex Funds Account owner), we may, in our sole discretion:

- continue to rely on the Flex Funds Account documents in our possession, and rely on instructions from the owner or persons we reasonably believe is authorized to represent or act for the owner;
- honor the competing claim upon receipt of evidence we deem satisfactory to justify such claim;
- refuse to pay out any money from a Flex Funds Account until the dispute has been resolved by a court or by agreement of the parties that is documented to our satisfaction;
- file an action in interpleader with respect to any money where we have been notified of disputed claims to that money, and we are not required to determine whether that dispute has merit in order to refuse to pay, or interplead, the funds; and/or
- close the Flex Funds Account and pay the proceeds to the Flex Funds Account owner or to the owner and all who have or claim an interest in the Flex Funds Account.

Any such claim is subject to our security interest in your Flex Funds Account and our right of setoff. We will not have any liability to you if there are insufficient funds to pay your transfers because we have withdrawn funds from your Flex Funds Account or in any way restricted access to your funds in accordance with the claim. Unless prohibited by law, you agree that we may charge against your Flex Funds Account any fees or expenses we incur because of any such dispute, including, without limitation, attorneys' fees and our internal expenses.

#### j. Flex Funds Account Inactivity and Escheatment

A Flex Funds Account that is inactive for eighteen (18) months may be considered dormant. Each state has varying laws as to when an account is subject to escheatment and Bank may be required to send the balance in your Flex Funds Account to the state of your last known address. You understand that if your Flex Funds Account is inactive (dormant), we may close your Flex Funds Account. We reserve the right to refuse to

return any unused balance amount less than \$1.00. You agree that we are relieved of all responsibility if your Flex Funds Balance is escheated in accordance with Applicable Law. Your Flex Funds Account will become inactive unless you have conducted activity in your Flex Funds Account, such as depositing or withdrawing funds.

#### k. Flex Funds Account Termination, Cancellation, or Amendment

Bank may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on the Flex App, and any such amendment shall be effective upon such posting to the Flex App, unless additional advanced notice is required under Applicable Law. You will be notified of any amendment(s) in the manner provided by Applicable Law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, Bank may implement it without prior notice. Bank may cancel, restrict or suspend your Flex Funds Account or terminate this Agreement at any time. You may cancel this Agreement by contacting Servicer to close your Flex Funds Account. Your cancellation of this Agreement will not affect any of Bank's rights or your obligations arising under this Agreement prior to cancellation.

If your Flex Funds Account is cancelled, closed or terminated for any reason, we will return the remaining balances to you via ACH transfer to one of your external accounts on Bank's records or via paper check to the address on file. For security purposes, you may be required to supply identification, external account, and address verification documentation prior to issuing an ACH refund or refund check. Bank reserves the right to refuse to return any unused balance amount less than \$1.00, subject to Applicable Law.

#### l. No Warranty of Availability or Uninterrupted Use

From time to time, services related to the Flex Funds Account may be inoperative. You agree that, except as required by Applicable Law, Bank will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall Bank be liable for extended interruptions due to failures beyond Bank's control, including, but not limited to, the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

#### m. Bank's Relationship With You

This Agreement and the deposit relationship do not create a fiduciary or agency relationship with Bank. The relationship between Bank and you is that of creditor and debtor and under no circumstances will Bank owe you any fiduciary or other duty. We are responsible for exercising only ordinary care in carrying out our obligations under and complying with this Agreement. When we take an item for processing by automated means, ordinary care does not require us to examine the item. In all other cases, ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

n. Section Headings

The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Agreement. This Agreement will be binding on your personal representatives, executors, administrators, and successors. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular, and the words “include,” “includes” or “including,” mean without limitation by reason of enumeration.

o. Systems and Software and Force Majeure

We shall not be responsible to you for any loss or damages suffered by you because of the failure of systems and software used by you to interface with our systems or 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. You agree we have no responsibility or liability to you or any third party for failure or delay in our performance under this Agreement or for any losses due to causes or conditions including, without limitation, delays and/or interruptions of business due to any act of God, natural disaster, fire, pandemic, act of government authority, act of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power failure, telecommunications failure, severe adverse weather condition or other causes beyond our reasonable control. The time, if any, required for such performance under this Agreement, shall be automatically extended during the period of such delay or interruption.

p. No Warranty Regarding Goods or Services

Bank is not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Flex Funds Account.

q. Survival

All provisions of this Agreement shall survive the termination of this Agreement or closure of your Flex Funds Account by either party for actions arising in connection with this Agreement or your Flex Funds Account.

r. Ordinary Care

You agree that any act or omission made by us in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in the state of California, or any rule or regulation of the state of California or a federal agency having jurisdiction over the Bank, shall constitute ordinary care.

s. Governing Law

This Agreement shall be governed by federal law and, to the extent not superseded by federal law, the laws of the State of California. You understand that we must comply with Applicable Law, as well as the operating rules of any applicable Funds Transfer System. You agree that if there is any inconsistency between the terms of the Agreement and any Applicable Law, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement. If otherwise, Applicable Law shall govern but only to the extent of such inconsistency.

t. Severability

If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement (or any prior agreement you may have had with us) shall not be affected.

u. Reclamation

Electronic payments made by the Federal Government to Social Security and Railroad Retirement recipients are subject to reclamation after the death of the recipient. Subject to Applicable Law, we reserve the right to charge the account to which the electronic payments were made for the full amount of the reclamation.

v. Assignability

The Flex Funds Account established under this Agreement is not assignable or transferable by you except with our consent. Your Flex Funds Account is not transferable or assignable as collateral for a loan or for any other purpose, except as set forth herein. We must approve any pledge of the Flex Funds Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Flex Funds Account be closed and a new account opened in the name of the transferee or pledgee.

**12. Limitation of Liability**

Except as required by Applicable Law, Bank shall have no liability to you if Bank is unable to complete a transaction for any reason beyond Bank's control. Except as otherwise expressly provided in this Agreement or as otherwise required by Applicable Law, Bank, Bank's affiliates, Servicer, and their employees, contractors, officers, directors, and assigns, along with the parties with whom Bank contracts in order to offer your Flex Funds Account and/or related services, are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to your Flex Funds Account, any products or services purchased using Flex Funds Account, or this Agreement (as well as any related or prior agreement you may have had with Bank). You waive all claims and any right to recover from Bank on any claim of negligence, breach of any implied covenant, breach of fiduciary duty, commercial unreasonableness, loss of business, or loss of business

opportunity or advantage. Except as otherwise required by Applicable Law, Bank's liability for any act or omission will not exceed your direct losses.

Unless another time is provided in another provision of this agreement, or required by Applicable Law, to the maximum extent permitted by Applicable Law, an action or proceeding by you to enforce an obligation, duty or right arising under this agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action occurs.

### **13. Indemnification**

**To the extent permitted by Applicable Law, you agree to defend, indemnify, and hold harmless Bank and its subsidiaries, affiliated companies, employees, contractors, officers, directors, and assigns against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your use of the Flex Funds Account, your acts or omissions, or your violation of this Agreement, Applicable Law, or any third-party rights or your fraud or willful misconduct. Bank reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.**

### **14. Dispute resolution**

**YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND BANK ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND. YOU CAN OPT OUT OF THIS CLASS ACTION WAIVER BY CONTACTING BANK AT 1110 GORGAS AVE, SUITE A4-700 SAN FRANCISCO, CA 94129 WITHIN THIRTY (30) CALENDAR DAYS AFTER YOU FIRST ACCEPT THE TERMS OF THIS AGREEMENT, STATING THAT YOU (INCLUDE YOUR FIRST AND LAST NAME) DECLINE THIS CLASS ACTION WAIVER.**

**EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND BANK, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT BANK AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU CAN OPT OUT OF THIS ARBITRATION REQUIREMENT BY CONTACTING BANK AT 1110 GORGAS AVE, SUITE A4-700 SAN FRANCISCO, CA 94129 WITHIN THIRTY (30) CALENDAR DAYS AFTER YOU FIRST ACCEPT THE TERMS OF THIS AGREEMENT, STATING THAT YOU (INCLUDE YOUR FIRST AND LAST NAME) DECLINE THIS ARBITRATION REQUIREMENT. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL**

**BASIS; CLASS AND MASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.**

The arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures (“**Comprehensive Rules**”), unless otherwise required by law. The Comprehensive Rules are available online at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator’s decision will follow this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. Notwithstanding anything to the contrary in this Dispute Resolution Provision, if a final decision, not subject to any further appeal or recourse, determines that the limitations of this Section are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and we agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated only in the federal and state courts of the Borough of Manhattan in New York, New York. All other Disputes shall be arbitrated or litigated in small claims court. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless requested to do so by all parties. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. An arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against Bank for you.

This Dispute Resolution Provision will survive termination of your Flex Funds Account, this Agreement and any bankruptcy by you or us. If any portion of this Dispute Resolution Provision is deemed invalid or unenforceable under any principle or provision of law or equity it will not invalidate the remaining portions of this Dispute Resolution Provision, this Agreement or any prior agreement you may have had with us, each of which will be enforceable regardless of such invalidity.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT OPEN OR USE THE FLEX FUNDS ACCOUNT.**

## **Electronic Fund Transfer Disclosure**

This Electronic Fund Transfer Disclosure applies to electronic fund transfers to or from your Flex Funds Account to the extent the transfers are governed by Regulation E (excluding remittance transfers governed by Subpart B of Regulation E). This Electronic Fund Transfer Disclosure seeks to inform you of your rights and obligations under Part A of Regulation E. This Electronic Fund Transfer Disclosure does not cover “remittance transfers” or wire transfers governed by Part B of Regulation E.

### Transfer Types and Limitations

- (1) Flex Funds Account access. The following electronic fund transfer services are available to you when you open a Flex Funds Account with us:
  - (i) Direct Deposits. You may permit a payor to make direct deposits to your Flex Funds Account to the extent a payor offers direct deposits.
  - (ii) Other Deposits. You may make deposits from your Linked Account or by ACH Transfer to your Flex Funds Account.
  - (iii) Book Transfers. You may request an advance of loan proceeds for disbursement to your Flex Funds Account through a Book Transfer.
- (2) Limitations on frequency and dollar amounts of transfers. There are limitations on the frequency and amount of transactions you can make to or from your Flex Funds Account. The limitations are set forth in Exhibit B. For security reasons, we may impose additional deposit limits. Confidentiality of certain details related to these additional limits is essential to the security of an account or system. Please see below for additional information on limits.

### Consumer Liability for Unauthorized Transactions

Tell us AT ONCE if you believe your Login Credentials or any code used to access your Flex Funds Account have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. You could lose all the money in your Flex Funds Account. If you tell us within two (2) Business Days after you learn of the loss or theft of your Login Credentials or any code used to access your Flex Funds Account, you can lose no more than \$50 if someone used your Login Credentials or any code used to access your Flex Funds Account without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Login Credentials or any code used to access your Flex Funds Account, and we can prove we could have stopped someone from using your Login Credentials or any code used to access your Flex Funds Account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. 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 good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

### Contact in Event of Unauthorized Transfer

If you believe your Login Credentials or any code used to access your Flex Funds Account have been lost or stolen, email us at the email address set forth under the section titled "Customer service contact information" above or notify us through the Flex App.

You should write to the email address or call the number listed above if you believe a transfer has been made using the information related to you without your permission.

### Fees

No fees apply to fund your Flex Funds Account. You may be subject to fees associated with your Lines of Credit or Flex user account subject to the agreements governing such lines and accounts, such as membership fees, split fees, processing fees, or surcharges associated with payments or partial payments made with a credit card through the Flex App.

### Documentation

- (1) Periodic statements. You will get a monthly account Statement through Servicer (unless there are no transfers in a particular month, and in any case you will get the statement at least quarterly). Please see Section 3(d) for additional information.
- (2) Confirmation of Preauthorized Deposits (Credits). If you have arranged to have electronic deposits made to your Flex Funds Account from the same payor at least once every sixty (60) calendar days (for example, if you have direct deposit of your Social Security payments to your Flex Funds Account), you can find out if your deposit has been received by contacting the Servicer through the Flex App. These electronic deposits will also appear on the periodic statements for your Flex Funds Account. We are not required to provide any other written notice to you concerning the receipt of such payments.
- (3) Notice of Varying Payment Amounts. If your recurring electronic payments may vary in amount, the person or company you intend to pay should tell you, ten (10) calendar days before each electronic payment, the date the payment will be made and how much it will be. The person or company that you are paying may choose to give you the option 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. You should contact the person or company you are paying with any question about these notices.

### Preauthorized Payments

If you have scheduled a recurring debit EFT (also known as a preauthorized transfer), you can stop these transfers by contacting us through the Flex App or by calling us at

the number set forth in the section titled “Customer service contact information” in time for us to receive your request three (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 fourteen (14) calendar days after you call. If you order us to stop one of these payments three (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.

### Our Liability

If we do not complete a transfer to or from your Flex Funds 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:

- (1) If, through no fault of ours, you do not have enough money in your Flex Funds Account to make the transfer.
- (2) If the automated teller machine where you are making the transfer does not have enough cash.
- (3) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (5) If funds are not available due to a hold or if the Flex Funds Account or funds are subject to a legal action.
- (6) If we do not complete a transaction because we have reason to believe the transaction is unauthorized or illegal.
- (7) Your Flex Funds Account has been frozen, revoked, canceled, terminated, closed or suspended.

### Confidentiality

We will disclose information to third parties about your Flex Funds Account or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your Flex Funds Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) if you give us written permission; (v) to verify your identity and determine if we should open a Flex Funds Account for you using services provided to us by third parties; or (vi) as explained in our Privacy Notice (available at <https://column.com/legal/privacy-notice>).

Services offered by Servicer are subject to the Flex Privacy Policy (available at <https://getflex.com/privacy>). Bank does not have control over your data provided or collected by Servicer in connection with its services.

## Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, email Servicer using the email address set forth in the section titled "Customer service contact information" or notify us through the Flex App 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. In order to reduce your liability, we must hear from you no later than sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, 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, we may not credit your account.

For errors involving new accounts, point-of-sale, 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.

## **EXHIBIT A**

### **Rate and Fee Schedule**

No fees apply to fund your Flex Funds Account. You may be subject to fees associated with your Lines of Credit or Flex user account subject to the agreements governing such lines and accounts, such as membership fees, split fees, processing fees, or surcharges associated with bill payments or partial payments made with a credit card through the Flex App. No interest will be paid on your Flex Funds Balance.

## **EXHIBIT B**

### **Transaction Limitations**

#### **A. General Flex Funds Limits**

Subject to this Agreement, you may make transfers from a Linked Account or initiate returns to a Linked Account (if your other financial institution permits these kinds of transfers), through the Flex App as indicated below.

Number of transfers from Linked Account	Limited to 7 per any 30 day period
Number of returns to Linked Account	Limited to 5 per any 30 day period
Maximum Flex Funds Balance	Limited to 1.2 times your stated Bill amounts
Maximum number of days funds may remain in the Flex Funds Account	Limited to 180 days

Except as otherwise provided herein, you may only use a Linked Account via debit card to add funds to your Flex Funds Balance. Credit cards, prepaid cards, wires, cash, checks, foreign currency, digital currency, ACH, or other accounts or payment methods are not eligible funding methods for Flex Funds. The minimum transfer amount is \$1.00. You may make up to seven Flex Funds transfers and five returns in any thirty (30) day period.

We reserve the right to limit the amount of funds that may be stored with Flex Funds (e.g., limiting your Flex Funds Balance to a multiple of your total documented Bill expenses) at our discretion. Any such maximum will be communicated to you via the Flex App. Any funds that are stored with Flex Funds for more than one hundred and eighty (180) calendar days may be automatically returned to your Linked Account.

You will not be able to transfer funds to your Flex Funds Balance if the transfer will cause you to exceed the maximum allowed Flex Funds Balance. Subject to the limitations set forth herein, you may only transfer funds to us that are immediately available, which under Applicable Law are irreversible and are not subject to any lien, claim, or encumbrance.

Except as provided herein, you may request a return of funds up to your current and available Flex Funds Balance. Flex Funds does not permit the physical withdrawal of cash by any means, including ATMs. The return of funds is only permitted to a Linked Account unless you contact us at [help@getflex.com](mailto:help@getflex.com) to arrange another method for withdrawing or receiving such funds and we approve of such method. Subject to the transaction limits set forth herein, you may request the return of all or part of your available Flex Funds Balance at any time. If you attempt to return funds to your Linked Account that are pending for a bill payment, we may, in our discretion,

(i) cancel the pending transaction and honor your return request once the cancellation is complete; or (ii) deny your return request for lack of available funds once the bill payment is processed.

**B. Direct Deposit Limits**

If you are enrolled in Direct Deposit, you may make certain Direct Deposit transfers to your Flex Funds Account as indicated below.

Number of transfers from Direct Deposit	No limit per any 30 day period
Maximum Flex Funds Balance	Limited to 1.2 times your stated rent amount or \$10,000, whichever is lower
Maximum number of days funds may remain in the Flex Funds Account	Limited to 180 days

Any funds added to your Flex Funds Balance via Direct Deposit shall also be governed by the terms and restrictions set forth in Section A, provided that the limits set forth in this Section B shall prevail in the event of any conflict.