

# First Internet Bank Account Agreement

Contact us with any questions about this agreement.

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This First Internet Bank of Indiana Account Agreement (this “**Bank Agreement**”), along with any other documents we give you pertaining to deposit accounts (collectively with this Bank Agreement, the “**Account Documents**”), are a contract that establishes rules which control your, or your customers’, deposit accounts and payment services provided by us (collectively, the “**Bank Services**”). Please read this carefully. By opening or maintaining any account with us, or signing the signature card, you agree to the terms of this Bank Agreement.

The Account Documents include separate disclosures and schedules of interest rates (if applicable), that we will provide to you, and/or that are available at <https://increase.com/fees>. To the extent that you access the Bank Services through a third-party platform (“**Platform**”), the Platform will inform you of other terms that the Platform may impose on your use of the Bank Services. As between you and us, however, this Bank Agreement shall control and you will not be responsible for any fees or charges associated with the Bank Services. The Platform may charge you separately for use of the Platform or services provided by the Platform, but you will not be responsible for any fees charged by us. If you have any questions, please contact us.

The words **us**, **we**, or the **Bank** in this Bank Agreement refer to First Internet Bank of Indiana, a state chartered bank. “You” and “your” means the user of the Bank Services. As a user of the Bank Services, you may be an owner of the bank account established under this Bank Agreement (a “**Bank Account**”), or you may be anyone else authorized to deposit, withdraw, or exercise control over the funds in the Bank Account.

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## About the Increase Services

Increase Technologies, Inc. d/b/a Increase (**Increase**) markets and provides services to facilitate the Bank Services. Increase is not a chartered depository institution. You must agree to a services agreement with Increase (the “**Increase Agreement**”) and this Bank Agreement before you use the Increase Dashboard or API (the “**Increase Services**”). The Increase Services help you communicate with the Bank to manage

and access the Bank Account. The Bank does not provide the Increase Services, and your use of the Increase Services is governed by the terms and conditions of your separate agreement with Increase.

## **Section A: General Bank Account Terms**

### **1. Opening a Bank Account.**

1.1 The Bank may establish a Bank Account for you or your customers, after you, or someone you authorize to act on your behalf, completes the Bank's account opening procedures to the Bank's satisfaction. 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. To open a Bank Account, we will ask for the account holder's name, address, date of birth, and other information that will allow us to identify the account holder. We may also ask to see the account holder's driver's license or other identifying documents. Bank Account functionality will be limited until the account holder has submitted, and we have reviewed and approved, all required information. The classification and form of ownership of a Bank Account is designated during account setup. The Bank will rely on this designation for all purposes concerning the Bank Account.

1.2 If you establish the Bank Account and agree to this Bank Agreement through a Platform, you authorize the Bank to follow the instructions of the Platform (whether electronic, written or oral) and you agree that the Bank may completely rely on such instructions without further investigation or authorization from you. For purposes of collecting information from you and authorizing, authenticating and completing disbursements from the Bank Account, Increase and/or Platform will be acting as an agent for the Bank. You acknowledge and expressly agree to Increase and the Platform's acting as both your agent and as the agent for the Bank for purposes of this Bank Agreement. You hereby waive any conflict resulting from such relationships.

### **2. Types of Bank Accounts.**

2.1 Consumer Bank Account. A Bank Account will be classified as a consumer Bank Account if it is used for personal, family, or household purposes and is established by an individual person and not a business entity (a "**Consumer Bank Account**"). You agree that a Consumer Bank Account will not be used for any business purpose. The additional terms in Section B (Consumer Bank Account Terms) only apply to Consumer Bank Accounts.

2.2 Business Bank Account. Subject to the Bank's customer identification and beneficial ownership procedures, the Bank may allow a Bank Account to be opened for a business (including a corporation, limited liability company, limited partnership, or other similar legal entity) to be used for commercial purposes (each, a "**Business Bank Account**") through the Increase Services. A Business Bank Account may not be used for personal, family or household purposes. You will need to provide additional due diligence information for the Bank to approve the establishment of a Business Bank Account. You will provide responses acceptable in form and substance to the Bank. You may designate the authorized persons to execute any documents and effectuate transactions in connection with a Business Bank Account through the Increase Services. The Bank will treat each designated person as authorized to transact on the Bank Account until the Bank receives notice through the Increase Services that the authorized person does not have authority. You agree to notify the Bank through the Increase Services of any change in your form of organization, change in the ownership of the equity interests therein, or changes in the authority of any person authorized to act with respect to a Business Bank Account or any transactions relating to it.

2.3 Trust Bank Account. The Bank may consider opening a Bank Account for a trust established pursuant to a written trust agreement. Any funds placed in or added to this type of Bank Account are considered delivered at the time the funds are delivered to the Bank. Only the trustee is authorized to perform transactions on the trust Bank Account. The Bank reserves the right to require documentation reasonably acceptable to the Bank to open the Bank Account, initiate transactions or withdrawals from the Bank Account, and to identify a successor trustee. The Bank has no duty to enforce the terms of the trust agreement and can rely on the statements and representations made to us by the trustee. The owners and beneficiaries of the trust agree that the Bank is not liable if the trustee breaches his, her or its fiduciary duty or fails to comply with the terms of the trust agreement.

### **3. Information Verification.**

The Bank may periodically require additional information from you or, if you are a Platform, from your customers, so the Bank can monitor the Bank Account and comply with its obligations under applicable law, including, but not limited to, information necessary to confirm your or your customers' identity, to confirm compliance with this Bank Agreement, or to assess the risk associated with the Bank Account or your or your customers' businesses. The Bank may suspend or terminate the Bank Account and your or your customers' use of the Bank Services at any time in its sole discretion.

The Bank is legally required to reject or block transactions or funds of certain individuals and entities in compliance with Office of Foreign Asset Control ("**OFAC**")

sanctions. You may not apply for a Bank Account if you or your customers are a prohibited individual or entity under any of the sanctions programs administered or enforced by OFAC. The Bank may freeze or reject any transaction it reasonably believes violates any of the OFAC sanctions programs, other applicable law, or any of the Bank's related policies. The Bank is not responsible for and has no liability for any resulting unavailability of funds or related consequences.

Federal law also requires the Bank to obtain, verify, and record information about the beneficial ownership of depositors that are business customers. In connection with each Business Bank Account, the Bank may require you, or if you are a Platform, your customers, to provide information and documentation about the ultimate individual beneficial owners and anyone else with significant responsibility for managing the business customer and require you or your customers to execute and provide such resolutions, certifications, or other documentation as the Bank may require from time to time to comply with these federal law requirements.

If you are opening a Business Bank Account titled in a business entity's name, you represent that you have the authority to open and conduct business on the Bank Account on behalf of the entity titled on the Business Bank Account. The Bank may require the governing body of the entity opening the Bank Account to provide a separate resolution or other form of authorization identifying who is authorized to act on its behalf. The Bank will honor the authorization until receiving written notice of a change from the governing body of the entity in a form acceptable to the Bank.

You will notify the Bank of any change to your legal name, phone number, mailing address, and email address, as well as the death of a Bank Account owner. For Business Bank Accounts, you agree to notify the Bank of changes in your beneficial ownership information.

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

The Bank Account is a no-fee, demand deposit account held with the Bank.

Custodial Bank Accounts and Bank Accounts opened for you through a Platform do not accrue interest unless otherwise authorized by the Bank. Funds may accrue interest when they are in a Bank Account opened at the Bank directly through the Increase website. If so, the interest rate applicable to the Bank Account will be as set forth at <https://increase.com/fees>, unless otherwise authorized by the Bank. The interest rate may change at any time. If your applicable interest is the rate presented at <https://increase.com/fees> you agree to view the interest rate prior to account opening and periodically thereafter.

Interest begins to accrue on the Business Day you or someone authorized to act on the Bank Account deposits noncash items (for example, checks). Interest will be

calculated on a daily basis by applying the daily periodic rate to the principal in the Bank Account each day and compounded monthly. Interest will be credited to the Bank Account on the last day of every month. If you close the Bank Account before interest is credited, the Bank Account will not receive the accrued interest.

## 5. Deposits and Withdrawals.

5.1 You may deposit funds into the Bank Account through the Increase Services, including by transferring funds from an external account at another bank or by utilizing remote deposit capture as described below. The Bank may refuse any deposit. You may not make a deposit to the Bank Account by sending the Bank cash or checks in the mail. You may only deposit checks: (i) if you are approved by the Bank to use our remote deposit capture service and (ii) in accordance with the terms of this Bank Agreement. The Bank is not liable for any deposits, including cash, that are lost in the mail or otherwise not received by the Bank. The Bank generally does not accept deposits in foreign currency. To the extent identifiable, any deposits received by the Bank that the Bank does not accept for deposit into the Bank Account will be returned.

5.2 You may withdraw funds and they may be used to make payments you have authorized after the funds are available in the Bank Account. Withdrawing money from the Bank Account does not mean that a check or other item you have deposited in the Bank Account is “good,” has “cleared,” or has been paid by the paying bank. For example, it’s possible that a transfer of funds or electronically deposited check will be returned months after the funds are available in the Bank Account and you’ve withdrawn them. The Bank may reverse any temporary credit. The Bank reserves the right to require you to provide the Bank with seven days’ advance notice before you make a withdrawal.

5.3 The Bank’s policy is to make funds originated from ACH debits and checks (other than via Remote Deposit Capture, as that term is defined in Section 5.5 below) available in the Bank Account within two (2) Business Days after the banking day on which the funds are deposited, and funds from checks deposited using Remote Deposit Capture available in the Bank Account within seven (7) Business Days after the Business Day on which the funds are deposited. As used in this Bank Agreement, “**Business Day**” is a calendar day other than a Saturday, Sunday, or Federal holiday in the United States.

If the Bank is open on a Federal holiday and a deposit should have posted on that day, the deposit will post the next Business Day.

If a deposit is made before 5:00 P.M. Eastern Time on a Business Day that the Bank is open, the Bank will consider that day to be the day of the deposit. Any deposits made after 5:00 P.M. Eastern Time will be considered made on the next Business Day the Bank is open.

If a deposit is made on a day the Bank is not open, the deposit is considered to have been made on the next Business Day the Bank is open.

You agree that checks deposited via Remote Deposit Capture are not subject to the funds availability requirements of Federal Reserve Board Regulation CC (“Reg CC”). Deposited funds will be available in accordance with this Bank Agreement. The Bank may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant.

Availability of funds may be delayed for a longer period under the following circumstances:

- The Bank believes a check deposited will not be paid;
- Checks deposited total more than \$5,525 on any day;
- A check that has been returned unpaid is redeposited;
- The Bank Account has been overdrawn repeatedly in the last six months; or
- There is an emergency, such as a failure of computer or communications equipment.

The Bank will notify you if it delays your ability to withdraw funds for any of these reasons and will tell you when the funds will be available. Funds will generally be available no later than the seventh Business Day after the day of a deposit.

Please remember that even after funds have been made available in the Bank Account, and the funds have been withdrawn, you are still responsible for checks deposited or other funds transfers that are returned to the Bank unpaid and for any other problems regarding a deposit.

5.4 An overdraft occurs when the Bank Account does not have sufficient funds to fund a transaction, but the Bank pays it anyway. You are responsible for ensuring that there are sufficient available funds in the Bank Account to cover any transactions you or your customer (as the case may be) authorizes.

You have no right to overdraw the Bank Account. The Bank may pay overdraft items in its discretion. If the Bank elects to pay an overdraft, you must deposit additional funds into the Bank Account immediately in an amount sufficient to cover the overdraft. The Bank will decline your transaction if the Bank does not pay an overdraft item.

5.5 Check Deposits. Through the Increase Services, you may be allowed to deposit checks to the Bank Account from a mobile device or computer by taking a picture of the check and transmitting it to the Bank for deposit (“**Remote Deposit Capture**”). The terms and conditions of your use of this check deposit feature are set forth below:

- Eligible items. You agree to scan and deposit only checks as that term is defined in Reg CC. You agree that the image of the check transmitted to Bank through the Increase Services shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code and that the terms “check” and “item” will be used interchangeably herein.
- You agree to scan and deposit only the following types of checks:
  - Personal check
  - Business checks
  - Government or treasury checks
  - Cashier’s checks
- You agree that you will not use the Increase Services to scan and deposit any checks or other items as shown below unless otherwise agreed:
  - Checks or items drawn or otherwise issued by you or any other person on any of the accounts or any account on which you are an authorized signer or joint account holder.
  - Checks with multiple payees.
  - Money orders.
  - Checks or items payable to any person or entity other than you.
  - Traveler’s checks.
  - Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
  - Checks or items previously converted to a substitute check, as defined in Reg CC.
  - Checks or items drawn on a financial institution located outside the United States.
  - Checks or items not payable in United States currency.
  - Checks or items dated more than 6 months prior to the date of deposit.
  - Checks or items prohibited by Bank’s current procedures relating to the Bank Account or which are otherwise not acceptable under the terms of your Bank Account.
- Note that any check that you attempt to deposit using Remote Deposit Capture is subject to verification by Bank. We may reject an item for deposit for any reason and will not be liable to you.
- Image Quality. The image of an item transmitted to Bank using the Increase Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, or clearing house

association. (Bank reserves the right to reject any check image that is not clear, skewed, or that is suspicious in any manner.)

- Restrictive Endorsements and Procedures. You agree to restrictively endorse any item presented through the Increase Services as "For mobile deposit only" and include your signature. If the proper endorsement is not present, the deposit may be rejected.

You agree to follow any and all other procedures and instructions for use of the Increase Services as Bank may establish from time to time.

- Receipt of Items. We reserve the right to reject any item transmitted for deposit through the Increase Services, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Bank through the Increase Services that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
- Items Returned Unpaid. A notice will be sent to you of transactions we are unable to process because of returned checks. With respect to any check that is transmitted by you for remote deposit that is credited to the Bank Account, in the event such check is dishonored, you authorize us to debit the amount of such check from the Bank Account.
- Availability of Funds. You agree that items transmitted using the Increase Services are subject to the Bank's funds availability terms provided in this Bank Agreement, unless otherwise approved by Bank .
- Disposal of Transmitted Items. Upon your receipt of a confirmation from Bank through the Increase Services that we have received the image of any item, you agree to prominently mark the item as "Electronically Presented" or "Scanned". You should store the check in a secure location for 30 days. After 30 days, and after you have confirmed the deposited funds have been applied to the Bank Account correctly, you must destroy the check to ensure that it is not represented for payment. And, you agree never to represent or separately deposit the original retained check. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for Bank's audit purposes.
- Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of check deposits that you transmit using the Increase Services and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, such deposits are still subject to the terms of this Bank Agreement, and we will not be obligated to allow such a deposit at other times.



- Changes/Removal of Service. We may, in our sole discretion, modify, add or remove portions of the service or end the service at any time without notice. We may turn off the service to you if we suspect fraud, if you misuse this check deposit feature, have excessive overdrafts or returned checks or for other reasons at our sole discretion.
- Business Day and Availability Disclosure. You understand the mobile check deposit function of the Increase Services is available Monday through Friday between 8:30 a.m. to 5:00 p.m., Eastern Time, except during holidays, any other day we are not open for business, or such other hours as established by us from time to time. Transmissions of check images for deposit submitted through the Increase Services outside of these business hours on a Business Day, or on any other day that is not a Business Day are treated as occurring on the next Business Day.
- Hardware and Software. In order to use the Increase Services, you must obtain and maintain, at your expense, compatible hardware and software as required to interact with the Increase Services. Bank is not responsible for any third party software you may need to use the Increase Services.

In the event that you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit using the Increase Services, you will immediately contact Increase regarding such error as set forth below:

Telephone: 1-888-298-8865 Email: [support@increase.com](mailto:support@increase.com)

- Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Bank's sole discretion subject to other terms governing the Bank Account.
- Your use of the check deposit service is subject to and conditioned upon your complete compliance with this Bank Agreement. Without limiting the restriction of the foregoing, you may not use the check deposit service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Bank's business interest, or (iii) to Bank's actual or potential economic disadvantage in any aspect.
- We may change the terms and charges for the check deposit service by notifying you of such change. Your use of the check deposit service after receipt of notification of any change by us constitutes your acceptance of the change.
- At our sole discretion, we may revoke your privilege of using the check deposit service at any time and for any reason. In the event of termination of the check deposit service, you will remain liable for all obligations relating to checks deposited prior to the termination date.

- User warranties and indemnification. You warrant to the Bank that: (i) you will only transmit eligible checks; (ii) check images will meet the image quality standards; (iii) you will not transmit duplicate checks; (iv) you will not deposit or represent the original check; (v) all information you provide to Bank is accurate and true; and (vi) you will comply with this Bank Agreement and all applicable rules, laws and regulations. You further agree to indemnify and hold harmless the Bank from any loss for breach of the foregoing representations and warranties.

## **6. Limitations on Transfers & Credit Risk.**

There is no limit on the number of withdrawals you can make. The Bank may impose daily limits on the dollar amount of withdrawals you make from the Bank Account through an ATM or at a point of sale. These limitations may not always be in force. You will not be able to use your debit card if the Bank Account is closed, blocked, or suspended for any reason. The Bank may take steps to protect itself if the Bank determines you or your activities create a credit risk, including any of the following:

- The Bank may impose limits on the aggregate amount of credit or debit entries (“**Entries**”) that you may initiate through our ACH services, taking into account the total dollar amount of entries transmitted, frequency of origination, and payment application originated by you (“**Exposure Limits**”). Upon request, the Bank will disclose the initial Exposure Limits to you. You agree you will not transmit Entries that would cause you to exceed the Exposure Limits.
- The Bank may, upon notice to you, require you to maintain reserve balances in one or more Bank Accounts in an amount set by the Bank.
- The Bank may require you to provide appropriate information to enable the Bank to assess the credit risk associated with providing services to you through the Bank Services. The Bank reserves the right to designate or terminate Entry classes that the Bank will process for you.
- The Bank may hold back a percentage of reserves after termination of the Increase Services and Bank Services to cover any trailing transaction and charge back obligations as determined in the Bank’s discretion.
- The Bank may require general liability, Director & Officer, Errors & Omissions, or other types of insurance coverage as a requirement to access the Bank Services.

## **7. Limitations on Transferring Ownership of a Bank Account.**

This Section A.7 applies to you solely if you are considered the Bank Account owner.

You may not assign or transfer ownership of the Bank Account without obtaining the Bank's prior written approval. You may not grant a security interest in funds held in the Bank Account to any other creditor without obtaining the Bank's prior written approval, which the Bank has the right to withhold for any or no reason. If any ownership interest in a Bank Account is proposed to be transferred or if there is any change in Bank Account title, the Bank may require that the Bank Account be closed and a new Bank Account be opened.

## **8. Statements.**

Monthly or periodic statements will be made available to you through the Increase Services.

You must examine your statement of account with reasonable promptness and report any errors or discrepancies to the Bank. If you discover (or reasonably should have discovered) any unauthorized activity, 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 substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized activity 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 activity 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.

In addition to your duty to review your statements for unauthorized activity, alterations, and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any 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 errors on items identified in that statement and as between you and us the loss will be entirely yours.

If you are using a Consumer Bank Account, please refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution for information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions on consumer accounts). For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

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 Bank Account, such as possible fraud or identity theft.

If you make a claim asserting an unauthorized transaction or similar issues with your Bank Account, or if the Bank suspects that the Bank Account may be compromised, the Bank may close the Bank Account. For Business Bank Accounts only, if you decline to close the Bank Account following a recommendation of the Bank and instead continue to utilize the same, you agree that the Bank will not be liable to you for subsequent losses or damages on the Bank Account due to unauthorized activity.

## **9. Right of Setoff and Security Interest.**

We may (without prior notice and when permitted by law) set off the funds in the Bank Accounts against any due and payable debt any of you owe us now or in the future. If a Bank Account is owned by one or more of you as individuals, we may set off any funds in the Bank Account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to a Bank Account if prohibited by law. For example, the right of setoff does not apply to a Bank Account if: (i) it is an Individual Retirement Account or similar tax-deferred retirement account, or (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), or (iii) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against the Bank Account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

## **10. Legal Process Against Your Bank Account.**

You agree that the Bank may comply with any legal process, such as an attachment, garnishment, levy or seizure, related to the Bank Account. The Bank may limit your ability to make withdrawals from the Bank Account until the legal process is resolved. The Bank is not liable to you for any sums the Bank may be required to pay because of any legal process. The Bank is not required to determine whether the court issuing the legal process had jurisdiction over you or over the Bank Account or otherwise had the authority to issue the legal process. Any payment the Bank makes is subject to the Bank's right of offset and the Bank may first satisfy any debts you owe to the Bank. If the Bank incurs any expenses in responding to any legal process that are not otherwise reimbursed, the Bank may charge such expenses to the Bank Account without prior notice to you.

If the Bank is required for any reason to reimburse the government for all or any portion of a benefit payment that was directly deposited into the Bank Account, you authorize the Bank to deduct the amount of your and the Bank's liability to the government from the Bank Account, without prior notice and at any time, except as prohibited by law. The Bank may also use any other legal remedy to recover the amount of the Bank's liability.

## **11. Unclaimed Property.**

If you have not had any activity and have not communicated with the Bank for a period of years, state law may consider the Bank Account unclaimed property. In those cases, the Bank may surrender the funds in the Bank Account to the state, typically to the state of the address on file. The Bank is not responsible for the funds after the Bank surrenders them. You may be able to reclaim them from the state.

## **12. Closing Your Bank Account.**

The Bank Account owner may close the Bank Account at any time by notifying us. Items presented for payment after the Bank Account is closed may be dishonored. When the Bank Account owner closes the Bank Account, the Bank Account owner is responsible for leaving enough money in the Bank Account to cover any outstanding items to be paid from the Bank Account. The Bank may close the Bank Account at any time. If the Bank closes the Bank Account with a balance, the Bank will notify the Bank Account owner of the action and send the remaining funds by a mailed check or other means to the Bank Account owner, less any amounts due for pending transactions. If the Bank closes the Bank Account because of suspected fraudulent or illegal activity, the Bank may freeze access to the funds and close the Bank Account.

## **13. Placing Your Funds at Other Banks.**

Funds in the Bank Account are primarily held at the Bank and are covered by Federal Deposit Insurance Corporation (“**FDIC**”) insurance. The FDIC insures deposits up to a maximum amount per depositor, per FDIC-insured bank, per account ownership category. An individual account, a joint account, and a corporate account are examples of different account ownership categories. The current applicable threshold is \$250,000, but the FDIC can change the threshold at any time. Funds that are owned by a business that is a “sole proprietorship” and deposited in the name of the business are treated as the individual Bank Account of the person who is the sole proprietor. They are added to other individual Bank Accounts of that person for purposes of calculating the applicable FDIC limit. Simply opening more than one Bank Account in the same name or names does not increase the amount of deposit insurance.

The Bank may move some or all of the funds from the Bank Account at the Bank and place them into different accounts at one or more other FDIC-insured banks with whom the Bank partners (either directly or through a deposit network) (collectively, the “Partner Banks”). By agreeing to this Bank Agreement, you are authorizing the Bank to act as your agent and custodian to deposit your funds with one or more Partner Banks. You understand and authorize the Bank to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established for funds of yours placed as deposits at Partner Banks (the “Partner Accounts”) and all your security entitlements and other related interests and assets with respect to the Partner Accounts. You understand and agree that deposits the Bank places for you in Partner Accounts will be “deposits,” as defined by federal law, at the Partner Banks. Each Partner Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Partner Bank at which it is held, and not an obligation of the Bank.

As your custodian, the Bank may (i) cause the Partner Accounts to be titled in its name or in the name of its sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Partner Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Partner Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account to the Partner Accounts or deliver or transfer funds from the Partner Accounts to another account, and (vi) take such other actions as are customary or necessary to effectuate the purposes of this Agreement. You understand that Partner Banks, under applicable federal regulations, may reserve the right to require a seven (7) day notice before permitting a transfer of funds out of certain deposit accounts. You also acknowledge and agree that the Partner Banks or deposit network may pay the Bank a fee equal to or based on a percentage of your balance in the Partner Account at the Partner Bank, and that such fee will be earned by and belong to the Bank.

The Bank may require, and you agree to sign, one or more additional deposit placement, custodial or other agreements required by either a Partner Bank or a deposit network or other service utilized by the Bank to help manage deposit insurance coverage. Your deposits may be placed in increments not to exceed the standard maximum amount covered by the FDIC (“SMDIA”) at any one Partner Bank. Funds at any Partner Bank are also protected by FDIC deposit insurance subject to SMDIA. However, if you already have an account at a Partner Bank, the amount of money you deposit through us will be combined with the funds you deposited at the Partner Bank when considering the maximum FDIC coverage of \$250,000 per depositor, per FDIC-insured bank. If the combined amount exceeds \$250,000, and FDIC insurance does not cover the excess amount, you may lose that amount if a Partner Bank fails. You must make any necessary arrangements to protect such balances consistent with applicable law and must determine whether placement through a Partner Bank satisfies any restrictions on its deposits. We will provide you with a list of all Partner Banks or access to a platform or website listing such Partner Banks, and you agree to notify us if you do not wish for us to deposit any of your funds at a specific Partner Bank. You must update your designation of ineligible Partner Banks if your banking relationships change.

If your Bank Account is eligible to receive interest, you will continue to receive interest when the Bank deposits your funds with a Partner Bank.

## **14. Checks.**

Not all Bank Accounts will have check writing privileges. If you are permitted to use checks drawn on the Bank Account, the terms set forth in this Section A.14 shall apply.

Check payment is highly automated, and the Bank processes many checks every day. Although the Bank may inspect some checks, you agree that reasonable commercial standards don’t require the Bank to do so.

14.1 The Bank may or may not pay a check with a date more than six months in the past, at our discretion. If you do not want the Bank to pay an old check from the Bank Account, you must place a stop payment order. If the Bank pays it, you will be responsible for the check.

14.2 You agree not to write a check with a date in the future. If the Bank is presented with a check that you wrote that has a date in the future, the Bank may or may not pay it before the date on the check, in the Bank’s discretion. If the Bank pays it, you will be responsible for the check.

14.3 You agree not to write a check that tries to limit the time or method of payment with a condition, such as “Void after 180 days” or “Valid only for \$1,000 or less.”

Because the Bank uses an automated system to process checks, the Bank can't inspect every check.

14.4 The Bank is not required to comply with any multiple-signature requirement, even if you have otherwise instructed the Bank to do so.

14.5 You agree not to deposit a check payable to multiple payees unless all payees have endorsed such check. If you write a check payable to multiple payees, you agree that the Bank may pay the check to any of the payees in possession of the check.

14.6 Unless you make advance arrangements, the Bank may or may not pay your checks with facsimile signatures, at the Bank's discretion. If you file a facsimile signature specimen and the Bank agrees to honor checks with that facsimile signature, you authorize the Bank, at any time, to charge you for all orders that are drawn on the Bank using that signature. If you suspect that your facsimile signature is being or has been misused, you must notify the Bank at once.

14.7 If a check is returned to you because the Bank believes it doesn't match your signature on file, the Bank is not liable to you even if you authorized the check. If the numeric amount on a check doesn't match the amount written out in words, the Bank may select either one when paying it. The Bank is not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item.

14.8 A remotely created check is created by the payee and not signed by the Bank Account owner. It states that the Bank Account owner authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the Bank Account owner for payment in the amount it shows. You agree to maintain proof of the authorization for two years and provide the Bank with such proof if requested.

## **15. Wire Transfers.**

You may send wire transfers from the Bank Account and receive wire transfers to the Bank Account by giving the Bank an instruction for the Bank to debit the Bank Account you designate for the amount of the wire transfer request.

You are responsible for ensuring that each payment is complete and contains accurate information. You agree that the Bank has no responsibility to detect errors, but the Bank may use commercially reasonable security measures to attempt to reduce the risk of fraud or duplicate transfers, including by requesting additional documentation from you. You acknowledge receipt of the Security Procedures, which are set out in Section E(2), and agree that the Security Procedures apply to the Wire Transfer service and are commercially reasonable procedures for you. The Bank will



provide you notice of wire transfers in your periodic statement and you agree to review your statement and to promptly alert us of any errors.

Wire transfer requests must be given to the Bank in accordance with the cut-off times established. You generally cannot cancel or amend a wire transfer request after the Bank has received it. The Bank reserves the right to process wire transfer requests in the order in which the Bank determines, in the Bank's sole discretion. The Bank is not obligated to accept or execute any wire transfer requests.

International wire transfers involving non-U.S. currencies will be converted to U.S. dollars. You agree that any reasonable exchange rate may be used, in the Bank's discretion or as otherwise determined by a sending, receiving, or intermediary bank, and that you accept all risks that may result from exchange rate fluctuations.

## **16. Restricted Uses.**

You may not use the Bank Account for any illegal transactions or activity. The Bank reserves the right to reject any use of the Bank Account that may create reputational damage or safety and soundness issues for the Bank, including activities related to cryptocurrencies, those activities prohibited by the Unlawful Internet Gambling Enforcement Act and Federal Reserve Regulation GG and activities relating to the cultivation and sale of products such as marijuana prohibited by the Controlled Substances Act.

## **Section B: Consumer Bank Account Terms**

These additional terms apply to you only if you are opening a Consumer Bank Account (and includes a Consumer Bank Account that you may open through a Platform). If you are accessing a Consumer Bank Account through a Platform, any notices or communications referenced in this Section B may also be made through or by the Platform.

### **1. Types of Consumer Bank Accounts.**

Individual Bank Accounts and joint Bank Accounts are the two types of Consumer Bank Accounts you can open and maintain with us through the Increase Services.

If two or more people are designated as owners (without a fiduciary, beneficiary or other designation) in the Bank Account set-up information you provide, then the Bank Account is a joint Bank Account. Each owner has full control over the funds in the Bank Account, and can, for example, withdraw the funds or initiate transactions without the agreement of the other joint owners, or even close the Bank Account. If one joint

owner requests that the Bank not pay items authorized by a different joint owner, the Bank may comply with that request, but the Bank is not required to do so. If the joint Bank Account becomes overdrawn, each joint owner is liable for the full amount the Bank Account is overdrawn, regardless of who initiated or benefited from items that caused the overdraft.

All joint owners are considered joint tenants with right of survivorship. This means when a co-owner dies, the funds in the Bank Account belong to any surviving co-owners, subject to the Bank's right to setoff. The right of survivorship continues between all surviving co-owners. You agree to notify the Bank of the death of any joint owner.

## **2. Electronic Funds Transfer Services.**

The Bank provides various electronic funds transfer services to you. In connection therewith, the Bank Account may be able to accommodate the following types of transactions:

- Acceptance of direct deposits;
- Acceptance of any other recurring deposit to your Bank Account;
- Acceptance of automated clearinghouse debits for recurring transfers debiting funds from your Bank Account based on authorizations you have given to a third party;
- ATM withdrawals from your Bank Account using a Bank-issued debit card; and
- Point-of-Sale and debit card transactions originated using a Bank-issued debit card.

The Electronic Funds Transfer Act and Regulation E establish the basic rights, liabilities and responsibilities of consumers who use electronic funds transfer services and of financial institutions that offer such services.

2.1 If you believe your card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission, call 1-888-298-8865 immediately. You may also write to the Bank at [support@increase.com](mailto:support@increase.com). If you are accessing the Increase Services through a Platform, you may also contact the Platform. You will need to include your Bank Account information, the date of the theft or unauthorized transaction and the amount at issue.

You also can disable your card(s) through the Increase Dashboard.

If you tell the Bank within two (2) Business Days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your debit card without your permission. If you do not notify the Bank within two (2) Business Days after you learn of the loss or theft of any of your cards or PINs, and the Bank can prove

it could have stopped someone from using your card without your permission if you had informed the Bank, you could lose as much as \$500.

If your statement shows any electronic funds transfer you did not make or authorize, notify us at once using the information provided in Section G(16). If you do not tell us within 60 days after the statement was provided to you, you may not get back any money you lost after the 60 days if the Bank can prove that the Bank could have stopped someone from taking money if the Bank had been notified in time. If you are unable to notify the Bank due to extenuating circumstances (such as a hospital stay), the Bank will extend the time period.

2.2 If the Bank does not complete a transaction from your Bank Account on time or in the correct amount, the Bank is liable for your losses or damages. However, the Bank is not liable for any failed transaction if, through no fault of the Bank, you do not have enough money in your Bank Account to cover a transaction, if the ATM or device does not have enough cash or is not working properly (and you knew about the breakdown when you started the transfer), if circumstances beyond the Bank's control prevent the transaction, if the merchant requests authorization for an amount greater than the purchase amount, or if there are other exceptions stated in this Bank Agreement or as provided by law.

2.3 If you have instructed the Bank in advance to make regular payments out of your Bank Account utilizing the Increase Services, you can stop any of these payments. You must, however, call the Bank at 1-888-298-8865, or email the Bank at [support@increase.com](mailto:support@increase.com) in time for the Bank to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you are accessing the Increase Services through a Platform, you may also contact the Platform. If you call to stop payment, the Bank requires that you submit your request in writing within 14 calendar days after you call. Any oral stop payment order not confirmed in writing within 14 calendar days will expire in 14 calendar days. The written confirmation can be submitted through the Increase Services. If you order us to stop payment on 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.

If the recurring payments will vary in amount, your payee is obligated to provide you with notice of when the payment will be made and how much it will be 10 calendar days in advance of a scheduled payment. (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.)

2.4 The Bank will disclose information about your Bank Account or the transfer that you made:

- If the Bank returns checks on your Bank Account due to insufficient or uncollected funds or if the Bank is unable to complete an electronic transfer due to insufficient

or uncollected funds;

- Where it is necessary for completing transfers; or
- As provided in the Bank's privacy notice (see Section E(1) below).

2.5 You can get a receipt at the time you make any transfer to or from your Bank Account using an ATM. If you have arranged to have direct deposits made to your Bank Account at least once every 60 days from the same person or company, the person or company making the deposit should tell you every time they send the Bank the money. You will get a monthly Bank Account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

2.6 When you use an ATM, you may be charged a fee by the ATM operator.

2.7 In Case of Errors or Questions About Your Electronic Transfers: Telephone at 1-888-298-8865 or write at [support@increase.com](mailto:support@increase.com) 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. If you are accessing the Increase Services through a Platform, you may also notify the Platform that you think your statement or receipt is wrong. The Bank must hear from you no later than 60 days after the Bank sent the FIRST statement on which the problem or error appeared. 1. Tell the Bank 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 the Bank the dollar amount of the suspected error. If you tell the Bank orally, the Bank may require that you send your complaint or question to the Bank in writing within ten (10) Business Days.

The Bank will determine whether an error occurred within ten (10) Business Days after the Bank hears from you and will correct any error promptly. If the Bank needs more time, however, the Bank may take up to 45 days to investigate your complaint or question. If the Bank decides to do this, the Bank will credit your Bank 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 the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and the Bank does not receive it within ten (10) Business Days, the Bank may not credit your Bank Account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, the Bank may take up to 90 days to investigate your complaint or question. For new accounts, the Bank may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

The Bank will tell you the results within three (3) Business Days after completing its investigation. If the Bank decides that there was no error, the Bank will send you a

written explanation. You may ask for copies of the documents that the Bank used in its investigation.

### **3. 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.” Some or all the checks that you receive back from the Bank may be 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 Bank Account (for example, if you think that the Bank withdrew the wrong amount from your Bank Account or that money was withdrawn from your Bank 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 Bank Account.

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 Bank 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 other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Bank Account earns interest) within ten (10) Business Days after we received your claim and the remainder of your refund (plus interest if your Bank Account earns interest) not later than 45 calendar days after the Bank received your claim.

The Bank may reverse the refund (including any interest on the refund) if the Bank later is able to demonstrate that the substitute check was correctly posted to your Bank Account.

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Bank Account, please notify the Bank. You must notify the Bank within 40 calendar days of the date that the Bank sent you the substitute check or the Bank Account statement showing that the substitute check was posted to your Bank Account, whichever is later. The Bank 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 identifying information for us to identify it.

If you truncate an original check and create a substitute check or other image of the original check, you guarantee that it conforms to the requirements and generally accepted specifications for substitute checks, and to retain the original check. You agree to indemnify the Bank for any loss the Bank may incur as a result of any truncated check transaction you initiate.

## **Section C: Additional Terms For Custodial Bank Accounts**

If you are a business entity that is opening a deposit account for the benefit of one or more beneficiaries (a “**Custodial Bank Account**”), additional due diligence will be required for the Bank to allow you to establish a Bank Account and the Bank Account, if established, will be subject to ongoing monitoring requirements. A Custodial Bank Account may either be titled in your business entity’s name or titled in the Bank’s name. If the Custodial Bank Account is approved, the additional terms found in this Section C apply to these Custodial Bank Accounts. In the event of any inconsistency between this Section C and any other provision of this Bank Agreement, the terms of this Section C shall control with respect to your use of a Custodial Bank Account.

### **1. Establishment of Account.**

1.1 You will be acting as the authorized agent for your customers in making deposits and withdrawals from the Custodial Bank Account. Any deposits, withdrawals and other transactions in the Custodial Bank Account shall only be effected by you, as agent for your customers, and not directly by the customer. Bank agrees to accept such deposits and honor such withdrawals and other instructions contemplated by this Bank Agreement only from you and not from your customers. Instructions provided by your customers will not be honored.

1.2 If the Custodial Bank Account is titled in your name and you are a licensed money transmitter, a broker dealer, or a registered investment advisor (each, a “**Regulated Entity**”), the Custodial Bank Account will utilize your tax identification number. In these cases, you are acting as the agent of your customers in opening the Custodial Bank Account and the deposits contained therein belong to your customer. The Custodial Bank Account shall be titled “[your legal entity name] acting as custodian for the exclusive benefit of its customers, which may be acting for the benefit of others” or such other title as you and Bank shall agree upon.

1.3 If the Custodial Bank Account is titled in the Bank's name, the Custodial Bank Account will utilize the Bank's tax identification number. In these cases, you are acting as the agent of your customers and the deposits contained therein belong to your customer. The Custodial Bank Account shall be titled "First Internet Bank of Indiana acting as custodian for the exclusive benefit of [your legal entity name] customers, which may be acting for the benefit of others" or such other title as you and the Bank may agree upon.

1.4 As an inducement to enter into this Bank Agreement, you represent and warrant to the Bank the following: (a) you have full power and authority to do and perform all acts contemplated by this Bank Agreement and have obtained and maintained all necessary licenses and registrations required under applicable law including, but not limited to, any money transmitter licenses, money service business registrations, or other licenses, registrations or permits; (b) are the authorized representative, agent (or sub-agent) and nominee (or sub-nominee) for each customer for whose benefit a Custodial Bank Account is established and carried on the books and records required herein, and are authorized to give Bank instructions on behalf of each customer and with respect to each Custodial Bank Account; (c) Bank may conclusively rely without further inquiry on such instructions given by you on behalf of your customers or otherwise in connection with this Bank Agreement; (d) if applicable, each customer for whose benefit a Custodial Bank Account is opened and maintained has provided to you the related tax status, social security number or tax identification number and such other information (or any certificates of exemption therefrom) as may be required by the Internal Revenue Code relating to interest-bearing accounts (and should any customer fail to provide such information, provisions have been made for back-up withholding), if applicable; (e) no registration of a Custodial Bank Account is required under the Investment Company Act of 1940, as amended, in connection with the activities or transactions contemplated by this Bank Agreement; and (f) you will perform all necessary due diligence on your customers in accordance with laws, rules and regulations applicable to you and to the extent directed by Bank. Upon request by Bank or Increase, you will provide Bank with copies of all agreements and consents obtained from your customers, providing you with authority to open, manage and/or take instructions with respect to the Bank Accounts, Bank Services and/or customer funds.

1.5 It is understood and agreed that you will be identified as the sole owner of a Custodial Bank Account on the books and records of Bank if you are a Regulated Entity and that the Bank will be identified as the sole owner of the Custodial Bank Account on the books and records of the Bank if you are not a Regulated Entity. Individual beneficial interests of customers in such Custodial Bank Account are to be reflected in records that you agree to maintain and the individual sub-accounts are not separate "Bank Accounts" as that term is used in this Bank Agreement. You agree that your records are dispositive for purposes of FDIC-insurance eligibility and that a failure to adequately keep such records could jeopardize the availability of FDIC-

issued deposit insurance. For the avoidance of doubt, you or your agent, and not Bank, shall have responsibility with respect to servicing the beneficial interests of customers, such as, but not limited to responsibility for: (a) recordkeeping; (b) providing statements or disclosures to your customers; (c) erroneous or unauthorized activity with respect to beneficial interests; (d) accruing or paying interest with respect to a specific beneficial interest, if applicable; withholding or tax reporting with respect to customers (including, but not limited to, 1099-INT reporting); (e) receiving, accepting or honoring any drafts or other withdrawal or transfer instructions except those by or on behalf of you as owner of the Custodial Bank Account; and (f) taking any steps necessary to ensure the applicability of FDIC insurance coverage (outside of Bank's commitments herein) including any disclosures, notices, or other terms to be distributed to your customers. You represent and warrant that you have all necessary rights, power and authority to act on behalf of customers as contemplated by this Section C.

1.6 You will indemnify and hold Bank harmless for and against any and all tax losses, claims, damages or liabilities to which it may become subject that result from any act or omission by you relating to the preparation, maintenance or transmission of information pursuant to this Bank Agreement including any additional taxes, penalties or interest incurred by Bank in connection with such nonfulfillment, and all suits, actions, proceedings, demands, assessments, judgments, costs, reasonable attorneys' fees and expenses incident to any of the foregoing matters, including: reasonable costs, charges and expenses with respect to the participation of officers and employees of Bank in defense thereof. You shall promptly reimburse Bank for all amounts owed under this Section C(1.6) from time to time, at Bank's request, as such amounts are incurred.

1.7 You agree to provide a periodic statement of each deposit or withdrawal from the Custodial Bank Account allocable to each applicable customer, to provide a monthly statement to such customer for each month in which deposits to or withdrawals from a Custodial Bank Account have been made on behalf of such customer, and to provide at least quarterly a statement to each customer who has been inactive. You acknowledge that Bank will have no responsibility for providing such periodic statements or for the completeness or accuracy thereof.

1.8 You will comply at all times with all advertising and disclosure requirements imposed by any applicable law, regulation or rule. All agreements, marketing or other materials you use, directly or indirectly, that include a reference to the Bank, Bank Accounts or Bank Services must comply with customer-facing Bank policies, which such policies may include the requirement to seek approval by the Bank prior to use. Despite Bank's approval, you will be solely responsible for ensuring that all agreements, terms, marketing materials and all methods you utilize to disseminate such marketing materials comply with applicable law and customer-facing Bank policies. You understand and acknowledge that a regulatory authority, the Bank, or a



payment network may require amendments to any agreement, terms, or marketing materials from time to time in order to comply with applicable laws or for any other purpose at their discretion. You agree that if the Bank determines, in its reasonable discretion, that the agreements, terms or marketing materials previously approved by the Bank violate or may violate applicable law, a regulatory authority requirement, or any network rules, the Bank may direct you to suspend the use of such materials or the marketing of the Bank, Bank Accounts or Bank Services, as applicable, until such time as the parties can amend the materials to comply with applicable law, as reasonably determined by Bank. You shall also distribute such other information, reports and data as you and Bank may from time to time deem appropriate.

## **2. No Lien.**

2.1 All money deposited into any Custodial Bank Account consists of deposits of your customers in which such customers retain beneficial interests, and will be kept separate from any and all other accounts maintained by Bank for you, and, notwithstanding any provision to the contrary in this Bank Agreement, Bank will not subject the monies in any Custodial Bank Account to any right, charge, security interest, lien or claim of any kind in favor of Bank or any person claiming through Bank, including in connection with amounts owed by you to Bank with respect to any account of you at Bank. Any amounts owed by you to Bank at any time for any reason whatsoever shall be payable solely by you and shall not be paid for, deducted from or otherwise act in any manner as a charge or lien on any Custodial Bank Account. Assets in a Custodial Bank Account shall at no time secure directly or indirectly any loan made by Bank to you, and any garnishment, lien or charge on any of the accounts of any customers shall be a lien solely on the accounts of such customer provided by you, and shall not be, nor shall it be construed to be or permitted to be, a garnishment, lien or charge on any Custodial Bank Account.

2.2 Notwithstanding any provision herein to the contrary, (a) Bank shall provide you with notice and permit you reasonable time to appeal any final and non-appealable order, judgment, decree, or levy of any court which order, judgment, decree, or levy relates in whole or in part to any Custodial Bank Account, and (b) Bank shall be entitled to debit any Custodial Bank Account to reimburse Bank for the amount of any check and other item (including electronic payments such as ACH) that is deposited and credited to such Custodial Bank Account and is later returned for any reason unpaid, or paid and later returned, or the subject of a breach of warranty claim (and for any associated interest or earnings credit).

## **3. Recordkeeping.**

3.1 Bank shall be the primary record keeper of deposit account records, as defined in 12 C.F.R. § 330.1(e), relating to the Custodial Bank Account. You or your agent shall in

good faith and in the regular course of business maintain records relating to the beneficial interests of each customer, including the daily balance and accrued interest of each customer (if relevant) to satisfy the record-keeping requirements under the provisions in 12 C.F.R. § 330.1 et seq. that specify when persons other than the titled owner of an insured deposit account will be eligible for FDIC insurance (the “**FDIC Pass-through Insurance Provision**”).

3.2 You will take any and all action at any time necessary so that, with the information to be supplied to Bank hereunder, the procedures to be followed and information maintained by you as agent and recordkeeper for Bank as set forth herein, the interest of each customer in any Custodial Bank Account will be evidenced in accordance with all applicable legal requirements, including current laws, regulations and judicial interpretations relating to FDIC insurance.

3.3 The FDIC has published a Deposit Broker’s Processing Guide that describes the process to follow and the information you will need to provide in the event that Bank fails. This information can be accessed on the FDIC's website at <https://www.fdic.gov/deposit/deposits/brokers/>. In addition, the FDIC published an Addendum to the Deposit Broker’s Processing Guide, section VIII, which is a good resource to understand the FDIC's alternative recordkeeping requirements for pass-through insurance. This information is accessible at the website above. The Addendum sets forth the expectations of the FDIC for pass-through insurance coverage of any deposit accounts, including those with transactional features. The Addendum will provide information regarding the records you must keep on the beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon failure of Bank. Upon request, you shall have an opportunity to validate the capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made.

3.4 You agree to cooperate fully with Bank and the FDIC in connection with determining the insured status of funds in a Custodial Bank Account at any time. In the event of the FDIC being appointed as receiver for the Bank, you agree to provide the FDIC as receiver with the information described above in the required format within 24 hours of the appointment, or in accordance with instructions from the FDIC as receiver. You understand that as soon as a receiver is appointed, a hold may be placed on the Custodial Bank Account and that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance coverage of each customer. You understand and agree that your failure to provide the necessary data to the FDIC could result in a delay in receipt of insured funds. If you do not provide the required data, the Custodial Bank Account may be held or frozen until the information is received, which could cause a delay as to when customers could receive funds. This Section C(3.4) shall survive the

appointment of a receiver for Bank, and the FDIC is considered a third-party beneficiary of this Section C(3.4).

3.5 You agree to: (i) submit to any examination which may be required by any regulatory authority or payment network with audit and examination authority over Bank; (ii) provide to Bank any information that may be required by any regulatory authority or network in connection with their audit or review of Bank or the Custodial Bank Account and reasonably cooperate with such regulatory authority or network in connection with any such audit or review; and (iii) provide such other information as Bank, network or any regulatory authority may from time to time reasonably request with respect to the Custodial Bank Account.

3.6 Bank will provide your independent outside auditors and/or internal auditors and your regulators with jurisdiction over you, including without limitation, the Internal Revenue Service, Financial Crimes Enforcement Network, state banking departments, and/or state or federal securities regulators with such information with respect to the Custodial Bank Account or otherwise related to this Bank Agreement as such party may reasonably request, provided that you acknowledge that records searches may be subject to Bank's reasonable and customary fees.

3.7 You, and any subcontractor that you retain, must keep current and accurate records relating to the Bank Accounts, your customer directions related to their interests in funds in the Bank Accounts and transactions processed in accordance with applicable law and as otherwise reasonably required by the Bank (the "**Program Records**"). Upon request, you will provide to the Bank any Program Records, including but not limited to data or other information in your possession or control which is required to reconcile accounts or substantiate information concerning any aspect of payments or as required by any regulatory authority or applicable law. For the avoidance of doubt, you acknowledge and agree that all Program Records to the extent relating to the Bank Accounts and Bank Services, including payments, will be considered the confidential information and property of the Bank. You will provide Bank with access to the Program Records and any other information, reports, and documents relevant to the Bank Account and the beneficial interests therein that Bank reasonably requests from time to time with regard to any activity contemplated by or relating to this Bank Agreement, and such information will be provided in accordance with Bank's reasonable specifications and requirements, including, but not limited to, the timeframe and format in which such information and documents must be provided. Such information will be provided by you and/or your subcontractors to Bank within a commercially reasonable timeframe. You will ensure that you have access to all Program Records, including those maintained by a subcontractor, in order to comply with any request from the Bank pursuant to this Section.

#### **4. Unauthorized Activity Notice.**

You, not Bank, shall be responsible for responding to questions by customers concerning customer activity associated with the Custodial Bank Account, including unauthorized activity and, to the extent necessary, Bank authorizes you to accept notice of any such unauthorized activity. You and Bank acknowledge and agree that your customers shall not be deemed to be customers of the Bank solely on the basis of the authorization set forth in this section, this Bank Agreement and/or the transactions contemplated hereby. Any such items shall be resolved as appropriate between you, as agent for your customer, and Bank.

## **5. Additional Representations and Warranties.**

You make the following representations, warranties and covenants to Bank, now, and at all times after you open or maintain a Custodial Bank Account and make any deposit to or withdrawal from such Custodial Bank Account under this Bank Agreement:

5.1 The execution, delivery and performance of this Bank Agreement by you has been authorized and approved by all requisite action on your part, and neither the execution nor the delivery of this Bank Agreement, nor the consummation of the transactions contemplated hereby, nor the compliance with nor fulfillment of the terms and provisions of this Bank Agreement, will (a) conflict with or result in a breach of terms, conditions or provisions of, or constitute a default under, your organizational and governing documents, or, as applicable, the terms of your agreement with your customers, (b) materially conflict with or result in a material breach of the terms, conditions or provisions, or constitute a material default under, any material instrument, agreement, mortgage, judgment, order, award, decree or other restriction to which you are a party or by which you are bound, (c) require any affirmative approval, consent, authorization, or other order or action of any court, governmental authority or of any of your creditors, or (d) result, to the best of your knowledge, in the violation of any applicable law by you; provided that if you are required by any governmental authority to give notice of your use of a Custodial Bank Account, such notice has been given, in proper form, no objection has been raised that has not been satisfactorily resolved, and any waiting period for such prior notice shall have elapsed.

5.2 If you are a Regulated Entity at the time of the opening of the Custodial Bank Account, you are, and shall continue to be during the term of this Bank Agreement, a licensed money transmitter, regulated financial institution or registered broker-dealer that is duly organized, validly existing and in good standing under the laws of each jurisdiction in which you conduct regulated business.

5.3 Your performance of your obligations pursuant to this Bank Agreement will not conflict with or result in a breach of any privacy policy you have adopted.

5.4 You have full power and authority to carry out each customer's directions with respect to transmitting the customer's funds to Bank for deposit into a Custodial Bank Account and to receive funds to be withdrawn out of a Custodial Bank Account.

5.5 With respect to each customer, to your best knowledge: (A) the customer is the sole legal owner of their beneficial interests in the Custodial Bank Account, and any beneficial owners other than customer have been identified, and (B) the customer's name and accompanying identifying information is accurate.

5.6 You will prepare and maintain disaster recovery, business resumption, and contingency plans appropriate for the nature and scope of the activities of and the obligations to be performed by you hereunder, including the customer service obligations. You will ensure that such plans are sufficient to enable you to promptly resume, without giving effect to force majeure, the performance of your obligations hereunder in the event of a natural disaster, destruction of facilities or operations, utility or communication failures or similar interruption in operations and will ensure that all material records, including, but not limited to, Customer Data, are backed up in a manner sufficient to survive any disaster or business interruption. These plans will ensure that, without giving effect to force majeure, such resumption takes place within a reasonable timeframe after the interruption, which such resumption timeframe is subject to Bank approval. You will make available to Bank copies of all such disaster recovery, business resumption, and contingency plans and will make available to Bank copies of any changes thereto. You will periodically, and no less than annually, test such disaster recovery, business resumption, and contingency plans. A complete report of the results of such annual testing will be promptly provided to Bank upon Bank's request. To the extent material deficiencies are identified in the annual testing process, you will remediate such deficiencies as soon as commercially practicable.

## **6. AML, KYC, and Sanctions Compliance.**

6.1 AML/KYC Representations. You will comply with all federal and state AML, KYC, and OFAC Laws. You represent and warrant that: (a) you accept and agree to abide by all obligations posed on a "financial institution" by the Bank Secrecy Act; (b) you maintain policies and have implemented procedures and controls, including, without limitation, policies and procedures reasonably designed to ensure compliance with all AML/KYC, and OFAC Laws, including those related to customer identification and verification and customer due diligence; and (c) you shall not permit any funds to be transferred into a Custodial Bank Account unless you have verified the identities of all relevant customers as well as their beneficial owners (as applicable) in accordance with applicable provisions of the AML/KYC, and OFAC Laws. For purposes of this Section C(6), "**AML, KYC, and OFAC Laws**" means all anti-money laundering and know-your-customer laws, including the Bank Secrecy Act and the USA PATRIOT Act

amended (codified, as amended, 31 U.S.C. §§ 5311 et seq., 1786(q), 1818(s), 1829b, 1951-1959), and all regulations promulgated thereunder, including 31 C.F.R. § 1010.100, and U.S. economic sanctions administered or enforced by the United States government (including OFAC, as implemented by regulations of the OFAC, including 31 C.F.R. §§ 500-599, and the U.S. Department of State) or those sanctions administered or enforced by any other relevant sanctions authority.

**6.2 Sanctions Representations.** You represent and warrant that you maintain policies and have implemented procedures and controls reasonably designed to ensure compliance with all applicable sanctions laws, rules and regulations, including, without limitation, systems to perform sanctions screening against any applicable sanctions, including without limitation, those enforced or administered by the OFAC. You further represent and warrant that you shall not permit any funds to be deposited or swept into the Bank Account unless you have performed appropriate sanctions screening on all relevant customers and their beneficial owners (as applicable).

**6.3 Annual Certification.** You shall periodically certify to Bank, upon its request, that this Section C(6) remains true and accurate and provide Bank with copies of any policies, procedures, identity verification results, OFAC scans, or other similar materials demonstrating your compliance with this Bank Agreement upon Bank's request. You further agree, upon Bank's request, that you will pay for and obtain an independent third-party review and audit of your compliance with AML, KYC and/or OFAC laws and provide a copy of the results of such independent review and audit to the Bank. Unless otherwise required by a regulatory authority, Bank shall not request such third party review and audit more than once per calendar year.

## **7. Additional Termination Rights.**

In addition to any termination rights set forth in this Bank Agreement, this Bank Agreement may be terminated by you or Bank as follows:

**7.1** If you reasonably conclude that the FDIC-insured deposit status of funds within the Custodial Bank Account are in jeopardy, you may terminate this Bank Agreement.

**7.2** In the event (a) any ruling, opinion or statement is issued or any determination is made by any governmental authority that compliance by you or Bank with the provisions of the program contemplated under this Bank Agreement would result in a violation of a law, regulation, order, rule or policy of such governmental or regulatory authority, or (b) that customers maintaining deposits in the Custodial Bank Account are not entitled to FDIC pass-through insurance with respect to such customer deposits for the maximum amount of principal and interest (if applicable) available with respect to such customers pursuant to applicable law, or (c) continuing to maintain the Custodial Bank Account could reasonably be expected to expose a party to any assessments, fines or penalties from any governmental entity or regulatory

authority with jurisdiction over such party, the party receiving such ruling or receiving or making such determination shall so notify the other parties, and the parties shall negotiate in good faith to modify the program on commercially reasonable terms to comply with such ruling, opinion or statement or avoid such assessments, fines or penalties. Notwithstanding the foregoing, if no such modification can be agreed within a reasonable time or Bank determines, in its sole discretion, that modifications cannot be made, Bank may, by delivering a written termination notice to you, terminate this Bank Agreement effective on the day following the day on which such termination notice is delivered.

## **Section E: Data Privacy and Protection**

### **1. Privacy Policy**

We maintain a policy that explains how we use and protect data. You can find our Privacy Notice at <https://www.firstib.com/privacy-security/privacy/>. If you are accessing the Bank Services through a Platform, the Platform should provide you with its privacy notice as well.

### **2. Bank Account Security Procedures.**

This Section describes the security requirements, procedures and protocols (“**Security Procedures**”) applicable to the Bank Services. We work hard to protect your Bank Account and keep your money safe, and we expect you to play your part too. The tools we give you to access your money can be used to steal your money in the wrong hands. For that reason, you agree to protect the Bank Account numbers and electronic access devices, like your payment cards, secret keys and credentials. Your Bank Account numbers can also be used to electronically remove money from your Bank Account, and payment can be made from your Bank Account even though you did not notify us directly and order the payment. If you give someone your debit card or other access device to use, and they abuse it, you are liable for their transactions until you have told us that the person is no longer authorized.

You agree to comply with and maintain the minimum security requirements on your computer systems as may be required and communicated to you from time to time by us. You release the Bank and its agents and service providers from liability and agree to indemnify and hold the Bank and its agents and service providers harmless from any and all claims or liability resulting from your failure to comply with the security requirements and for allowing any malicious software to be loaded onto your computer systems to the extent permitted by law.

You are strictly responsible for establishing and maintaining security measures and complying with the Security Procedures. You agree to take reasonable steps to maintain the confidentiality of any API key, token, passwords, unique identifiers, codes, security devices, and any related information provided by us or established by you in connection with the Security Procedures, the Bank Account, or the Increase Dashboard. You will immediately notify us if you suspect or know that any API keys, tokens, passwords, unique identifiers, codes, security devices, or any related information have been accessed by or provided to an unauthorized person. You will be responsible for unauthorized activity until we have been notified of the unauthorized access and have had a reasonable opportunity to act upon such notice, to the extent permitted by law.

You must also take precaution in keeping your blank checks safe. Notify us immediately if you believe your checks have been lost or stolen. You may be responsible for some or all of any loss from the misuse of your blank checks if you are negligent in safeguarding your checks.

We may also provide you with optional security procedures of dual control, two-factor authentication, multiple authorization levels (including read-only accounts), and other features we may make available. If you hold a Business Bank Account, we may offer you additional services to help detect fraudulent and unauthorized transactions, like positive pay. Positive pay is a service that can help detect and prevent check fraud by comparing information you provide us about checks you have issued with checks presented to us for payment. Positive pay is appropriate if you issue a high volume of checks, regularly issue to the general public, or issue checks for large dollar amounts. If we, on behalf of the Bank, offer you a commercially reasonable service as a security measure and you reject it, you agree that you are responsible for any loss from a payment order that we or the Bank accept under the less secure policies. You will not be liable under this paragraph because you rejected a security service if the loss was our fault, or if the loss was from a consumer electronic fund transfer subject to Regulation E, which are discussed in this Bank Agreement in Section B(2); liability for consumer electronic fund transfers is treated differently.

### **3. Data Security.**

3.1 You will, and will require any of your material subcontractors to, establish and maintain appropriate administrative, technical and physical safeguards designed to (i) protect the security, confidentiality and integrity of any data or information of any customer or applicant for a Bank Account, including, but not limited to, all lists of customers, former customers, account applicants, and all information relating to and identified with such customers or applicants, including, but not limited to, account transaction and balance data, and “non-public personal information” as defined by GLBA and its implementing regulations, as amended, including, but not limited to,



postal and e-mail addresses and associated data (including any personally identifiable information, personal account information, financial information, card numbers or expiration dates, account numbers, transaction data, personal identification numbers and other related information, social security numbers or personal or financial information) provided by a customer or account applicant (collectively, “**Customer Data**”). You shall (a) ensure against any anticipated threats or hazards to the security and integrity of Customer Data, (b) protect against unauthorized access to or use of such information or associated records which could result in substantial harm or inconvenience to any customer or applicant, and (c) ensure the proper disposal of Customer Data (collectively, the “**Security Program**”). You will use the same degree of care in protecting the Customer Data against unauthorized disclosure as you provide to your other confidential customer information, but in no event less than a reasonable standard of care, and the Security Program will be in compliance with all information and data security requirements promulgated by payment networks and applicable laws, as the same may be revised from time to time.

3.2 In the event there is (a) a data breach or (b) breach of security resulting in unauthorized disclosure of Customer Data, the impacted party will immediately, but in no event later than forty-eight (48) hours after discovery, notify the other of such breach, the nature of such breach, and the corrective action taken to respond to the breach; provided that notice may be delayed if required by law enforcement or other regulatory authority. The impacted party will take all steps at its own expense to immediately limit, stop or otherwise remedy such misappropriation, disclosure or use, including, but not limited to, notification to, and cooperation and compliance with, regulatory authorities.

## **Section F: Automated Clearing House Origination**

Under certain circumstances, the Bank may allow you to originate automated clearing house (“**ACH**”) entries to debit and credit other bank accounts. Not all customers will be authorized to originate ACH entries. To the extent Bank consents to your origination of ACH entries, the provisions of this Section F shall apply as well as any supplemental terms and conditions the Bank may publish in connection with ACH origination.

Capitalized terms not defined in this Section F have the meanings provided in the Operating Rules and Guidelines of the National Automated Clearinghouse Association the (“**NACHA Rules**”). The Bank may enable Bank Accounts to originate ACH debit or credit Entries by means of the Automated Clearing House Network (“**ACH Services**”) and according to the NACHA Rules.

You agree you will comply with the NACHA Rules, any additional rules adopted by local or state ACH associations, the terms of this Bank Agreement, and the terms of any additional agreement the Bank may request in connection with the origination of ACH Entries. You shall be bound by and comply with the NACHA Rules for all Entries, whether an Entry is sent through the ACH network. The Bank may limit the type of Entries you are authorized to originate for any reason. You acknowledge receipt of the Security Procedures, which are set out in Section E(2), and agree that the Security Procedures apply to the ACH Services and are commercially reasonable procedures for you.

## **1. Processing, Transmittal, Settlement, and Rejection.**

You will transmit Entries in compliance with the formatting and other requirements provided by us to you and in accordance with the Security Procedures. You authorize the Bank to: (a) process Entries received from you or your agent; (b) transmit such Entries as an Originating Depository Financial Institution to the ACH network; and (c) settle for such Entries. Subject to the terms and conditions of this Bank Agreement, you will transmit such Entries by the applicable deposit deadline of the ACH network, provided (i) such Entries are completely received by the cut-off time established by us and the NACHA Rules from time to time; (ii) the Entry Date on the file satisfies the criteria established by the Bank from time to time; and (iii) such Entry otherwise complies with the terms of this Bank Agreement. You have no right to cancel, reverse, or amend any Entry after its receipt by the Bank; however, the Bank will use commercially reasonable efforts to act on a request by you to cancel an Entry before transmitting it to the ACH. Any such request shall comply with the Security Procedures and the Bank shall have no liability if the Bank fails to effect the cancellation. You acknowledge that in the case of a Same Day Entry, any request by you to cancel an Entry must be made immediately for the Bank to have an opportunity to effect cancellation. Despite the Bank's commercially reasonable efforts to act on such a request, cancellation of a Same Day Entry may nevertheless be impossible, and you understand and accept the risk of this occurrence.

The Bank will have the right to reject any Entry that does not comply with the requirements of this Bank Agreement or for any reason permitted under the NACHA Rules. The Bank will also have the right to reject any Entry if you have exceeded the Exposure Limits (described in Section A(6)), have failed to maintain reserve balances (described in Section A(6)), have failed to comply with the Security Procedures, or have failed to meet any obligation to us or the Bank, including payment obligations pursuant to this Bank Agreement or any other obligation.

The Bank may, in the Bank's discretion, reject any credit Entry that contains an effective Entry date more than two (2) Business Days after the Business Day such Entry is processed by the ACH Operator; or the effective Entry date for a debit Entry is

more than one (1) Business Day after the processing date, or longer in the Bank's discretion. The Bank will notify you of such rejection no later than the Business Day such Entry otherwise would have been processed, unless the effective date is the Business Day the file was received, in which case the Bank will notify you of rejection the following Business Day. Notices of rejection are effective when given. The Bank shall have no liability to you for a rejection of any Entry or the fact that notice is not given at an earlier time than provided in this Section. The Bank will have no liability to you for any rejection of an Entry or the fact that notice is not given at an earlier time than that provided for in the NACHA Rules.

If any Entry (or request with respect to an Entry) received by the Bank was transmitted or authorized by you or your agent, you shall pay us the amount of the Entry, regardless of whether the Bank complied with the Security Procedures with respect to that Entry and regardless of whether such Entry was erroneous or contained an error that would have been detected if the Bank had complied with the Security Procedures. If any Entry (or request with respect to an Entry) received by the Bank purports to have been transmitted or authorized by you or your agent, it will be deemed effective and you shall be obligated to pay the Bank for such Entry even if the Entry was not authorized by you, provided the Bank accepted the Entry in good faith and acted on it in compliance with the Security Procedures.

## **2. Payment Related to Entries and Returned Entries.**

The Bank will generally debit your Bank Account for credit Entries (including debit Reversals) immediately. The Bank will credit your Bank Account for debit Entries (including credit Reversals) after two Business Days. All such credits are provisional and we may charge your Bank Account for a returned or rejected electronic debit Entry.

You will pay the Bank for any returned debit Entries (including rejected debit Entries) or any adjustment Entries, which the Bank has previously credited to the Account. You agree that we do not need to send a separate notice of debit Entries that are returned unpaid. Reports containing information regarding returned debit Entries are available. You authorize the Bank to debit your Bank Account on the day the returned or rejected electronic debit Entry is received or thereafter. You agree to maintain a sufficient balance in your Bank Account to cover returned or rejected electronic debit Entries. If a returned or rejected electronic debit Entry cannot be debited against your Bank Account, you will pay the Bank the amount of the returned or rejected debit Entry.

If the effective date is after the Business Day the file was received, the Bank will notify you of the receipt of a returned Entry from the ACH no later than one (1) Business Day after the Business Day of such receipt. The Bank shall have no obligation to re-transmit a returned Entry if the Bank complied with the terms of this Bank Agreement

with respect to the original Entry; provided, however, the Bank may reinitiate the returned Entry no more than two times in accordance with the NACHA Rules.

The Bank will inform you of all notifications of change (NOC) received no later than two (2) Business Days after the receipt of the Entries. You agree to make the changes submitted within six (6) Business Days of the settlement date of the original Entry or before the next originated Entry, whichever is later; provided that, you may choose to make the changes specified in any NOC or corrected NOC received with respect to any Entry. If a NOC is incorrect, you will generate a refused notification of change and deliver it to the Bank.

You may initiate a reversing Entry for erroneous or duplicate transactions, as permitted by the NACHA Rules. In doing so, you warrant that you have initiated the Entry within five days of the original Entry and within 24 hours of the discovery of the error. The account holder for the reversing Entry must have been notified of the reversal and the reasons for the reversal no later than the settlement day of the reversal. For reversing Entries, you indemnify all parties to the transaction(s) from and against any claim, demand, loss, liability, or expense.

### **3. Errors and Discrepancies.**

Information regarding Entries is made available to you through the Increase Services. You agree to notify the Bank promptly of any discrepancy between your records and the information the Bank provides you regarding Entries. If you fail to notify the Bank of a discrepancy within 30 days after information concerning an Entry first became available to you, the Bank will not be liable for any losses or costs resulting from your failure to give notice and you will be precluded from asserting such discrepancy against the Bank.

If the Bank receives a notice of error or unauthorized transaction as ODFI concerning an Entry processed or authorized to be processed to an account with the Bank, you will, within two (2) Business Days after written or oral notice, provide the Bank with a copy of the authorization to debit or credit the Receiver's account and, if applicable, proof of sending notice to the Receiver of the varying amount, or other proof satisfactory to the Bank that the error alleged did not occur or resolve the error. If the referenced documents or proof are not delivered timely, or the documents or proof do not give the Bank a reasonable basis for determining that no error occurred, or if the error alleged did occur, the Bank may charge you for the alleged error and for any penalty imposed upon the Bank.

You acknowledge and agree that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Bank may be made by the Receiving Depository Bank on the basis of the account number supplied by you, even if it identifies a person different from the

named Receiver, and that your obligation to pay the amount of the Entry to us is not excused in such circumstances.

#### **4. Indemnities.**

In addition to your limitations of liability and indemnification obligations set forth elsewhere in this Bank Agreement, with respect to the ACH Services, the Bank will be liable only for gross negligence or willful misconduct in performing the ACH Services. You will indemnify and hold the Bank harmless against any loss, liability, or expense (including attorneys' fees and expenses) resulting from any breach of any warranties contained in the NACHA Rules.

If any party becomes liable for damages suffered by another party or a third party in connection with the ACH Services in this Section F, the parties will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

#### **5. Representations, Warranties, and Agreements.**

You warrant to the Bank all warranties that the Bank is deemed by the NACHA Rules to make with respect to Entries originated by you. Further, the Bank has the right to audit Entries at any time to ensure compliance with your representation and warranties.

You warrant that you will retain all Entries you transmit on file and in a format adequate to permit remaking of Entries for seven (7) Business Days following the date of their transmittal, and shall provide such data to us upon request.

You warrant that you are bound by and will comply with the NACHA Rules, including that each Entry you transmit to the Bank is authorized and that the payment of an Entry by the Receiving Depository Bank to the Receiver is provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver.

When you originate an Entry, you make each of the representations, warranties, and covenants of an Originator for the applicable Entry class code as set forth in the NACHA Rules.

#### **6. Third Party Service Providers.**

If you would like to utilize a Third Party Service Provider (as defined by the NACHA Rules) in connection with ACH entries, you must secure the Bank's prior written approval. Any approved Third Party Service Provider shall not be deemed to be the agent or service provider to Bank, but shall serve in such capacity for you. For the avoidance of doubt, the Bank will not approve any Third Party Service Provider that will act as a Third Party Sender (as defined by the NACHA Rules). You shall be deemed to have authorized Bank to follow instructions provided by any approved Third Party Service Provider to the same extent and pursuant to the same terms that would apply if the instructions were provided directly by you. You shall be solely liable and responsible for compliance by the Third Party Service Provider with this Bank Agreement and the NACHA Rules. The Bank shall not have any responsibility or liability for the acts or omissions of the Third Party Service Provider, and you shall indemnify and hold Bank harmless from any losses caused by the acts or omissions of the Third Party Service Provider. You shall require your Third Party Service Providers to permit the Bank to perform, at its option, on-site inspections of such Third Party Service Provider, upon reasonable notice to Third Party Service Providers, such inspection to be conducted during normal business hours. You acknowledge that Bank reserves the right to refuse to permit the use of any Third Party Service Provider. You or any agent acting on your behalf is solely responsible for the content of any instructions received by Bank from the Third Party Service Provider and any errors or omissions of the Third Party Service Provider in the performance of its duties.

## **Section G: Additional Legal Terms**

### **1. Term and Termination.**

1.1 This Bank Agreement is effective upon the date you first access or use the Bank Services and continues until terminated. The Bank may terminate this Bank Agreement or close your Bank Account at any time for any reason or as permitted under applicable law. Further, we may suspend your Bank Account and your ability to access funds in your Bank Account, or terminate this Bank Agreement, if (a) we determine in our sole discretion that you are ineligible for the Bank Services because of significant fraud or credit risk, or any other risks; (b) you use the Increase Services or the Bank Services in a prohibited manner or otherwise do not comply with any of the provisions of this Bank Agreement; (c) any law or regulation requires us to do so; or (d) we are otherwise entitled to do so under this Bank Agreement.

1.2 Termination does not immediately relieve you of obligations incurred by you under this Bank Agreement. If this Bank Agreement is terminated, we will pay out any remaining funds owed to you in accordance with this Bank Agreement.

In addition, upon termination you understand and agree that (a) all licenses granted to you by the Bank under this Bank Agreement will end; (b) the Bank reserves the right

(but has no obligation) to delete all of your information and account data stored on our servers; (c) the Bank is not liable to you for compensation, reimbursement, or damages related to your use of the Increase Services or the Bank Service, or any termination or suspension of the Increase Services or the Bank Service or deletion of your information or account data; and (d) you are still liable to the Bank for any fees or fines, or other financial obligation incurred by you or through your use of the Increase Services or the Bank Services prior to termination.

## **2. Doing Business Electronically**

2.1 In order to establish a Bank Account with us and use the Bank Services connected thereto, you must first agree to the Increase Agreement and agree to exclusively receive disclosures, statements, and other communications about the Bank Services through the Increase Services (“**Communications**”), or through a Platform (if applicable). We can only give you the benefits of the Bank Services by conducting business through the internet, and by agreeing to this Bank Agreement, you consent to receiving Communications electronically on an exclusive basis. This Section informs you of your rights when receiving electronic Communications from the Bank.

2.2 You agree that electronic Communications shall be considered “in writing” and have the same meaning and effect as if they were provided in paper form, unless you have withdrawn your consent to receive Communications electronically as stated in Section G(2.4) below. You agree that the Bank has no obligation to provide you Communications in paper format, although the Bank may choose to do so at any time.

2.3 You understand that, in order to view and retain copies of electronic Communications, you will need either:

- A computer with access to the internet and a web browser that is currently being supported by its publisher and that has cookies enabled; or
- A mobile device with access to the internet and the most recent device operating system and the most recent versions of Apple Safari or Google Chrome on iOS or Google Chrome for Android OS.

You will also need a valid email address, sufficient storage space to save Communications or the capability to print the Communications from the device on which you view them.

2.4 You may withdraw your consent to receive Communications electronically by notifying the Bank. If you withdraw your consent, the Bank will close your Bank Account.

## **3. Updating Records and Statements.**

3.1 You can update your contact information through the Increase Dashboard or by emailing [support@increase.com](mailto:support@increase.com). If you are accessing the Increase Services through a Platform, you may also update your contact information by notifying the Platform. You are responsible for ensuring your contact information is current and accurate.

3.2 If you have arranged to have direct deposits made to your Bank Account at least once every 60 days from the same person or company, you can review your transaction history through the Increase Dashboard to find out whether the deposit has been made. Where applicable, you can get a receipt at the time you make any transfer to or from your Bank Account using an ATM or a Point of Sale terminal.

#### **4. Power of Attorney.**

As it relates to your Bank Account, a power of attorney is a legal document executed in accordance with applicable law wherein you authorize another person to act on your behalf with respect to banking or other matters. If you want someone to have this power, which includes the ability to withdraw all the money in your Bank Account, you or the person must provide us with a copy of the power of attorney in a form that is reasonably acceptable to us that identifies the person to whom you have granted the power of attorney and each Bank Account for which you wish the person to exercise the power of attorney. This power will endure until you give us written notice that you have revoked the power of attorney authority and we have had a reasonable time to act on it. In our discretion, we may refuse to recognize any power of attorney at any time, subject to applicable law. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf. We are not responsible for ensuring that a person you authorize to control your Bank Account is operating in your best interest.

Additionally, if you direct us to allow a third party to access your Bank Account on your behalf – for example, as part of an application for credit with another institution, for use with an accounting software, or for any other aggregation service to which you have provided permission or a limited power of attorney to access your Bank Account on your behalf – you agree that we may do so in our sole discretion and that we are not liable for any losses as a result of providing that access or refusing to provide that access.

#### **5. Modifications to the Increase Services or the Bank Services.**

The Bank may make changes to how the Bank operates and provides the Bank Services, including adding new services, modifying existing services, or suspending, discontinuing, or terminating your access to any or all portions of the Bank Services as well as modifications to the accessibility of the Bank Services through your use of the Increase Dashboard. Notice of changes will be provided to you.



## **6. Modifications.**

The Bank may change this Bank Agreement, including the Fee Schedule, privacy policy, and other documents incorporated herein in any manner at any time, subject to applicable law. Changes to this Bank Agreement may include deletions, additions, and modifications made by the Bank in its discretion. You will be notified of any changes when they are posted on the Increase Dashboard or presented to you through the Increase Services. You may also be notified of changes by email or as otherwise required by applicable law. The revised Bank Agreement is effective on the date the changes are posted on the Increase Dashboard. By using the Bank Services after receiving notice of a change, you are agreeing to be bound by the revised Bank Agreement.

## **7. Eligibility.**

To be eligible to use the Bank Services, you must be at least 18 years of age or be a duly organized, validly existing business, organization, or other legal entity in good standing under the laws of the country you are established and able to enter into legally binding contracts. By agreeing to this Bank Agreement, you represent and warrant to us that: you have not previously been suspended or removed from the Bank Services and that your registration and your use of the Bank Services is in compliance with all applicable laws and regulations.

We reserve the right to validate your identity, including as described in Section A(3).

## **8. Rules Governing The Bank Agreement.**

This Bank Agreement is subject to federal laws, the laws of the state of Indiana, and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules. If any provision of this Bank Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

## **9. Indemnification.**

If someone sues the Bank or its agents or service providers (the “**Bank Indemnified Parties**”) because of something you did, you agree to defend, indemnify, and hold the Bank Indemnified Parties harmless from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys’ fees and costs, incurred by the Bank Indemnified Parties in connection with any claim by a third party arising out of or in any way related to: (a) your use of the Bank Services; (b) your violation or alleged violation of this Bank Agreement or of any applicable law; (c) your infringement or

alleged infringement of any intellectual property or other right of any other person or entity; or (d) any dispute between you and a third party.

You must not settle any such claim or matter against the Bank Indemnified Parties without the Bank's written consent. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which we are entitled to indemnification by you, and you further agree that you will cooperate fully in the defense of any such claims.

## **10. Limitation of our Liability to You.**

THE BANK AND ITS REPRESENTATIVES, AGENTS, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EQUITY HOLDERS, EMPLOYEES, PARENT ENTITIES, SUBSIDIARIES, AFFILIATED ENTITIES, REPRESENTATIVES, AGENTS AND LICENSORS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (SUCH AS LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING IN ANY WAY TO THE BANK SERVICES, OR THIS BANK AGREEMENT.

EXCEPT AS EXPRESSLY SET FORTH IN THIS BANK AGREEMENT OR REQUIRED BY APPLICABLE LAW (E.G., ANY NON-WAIVABLE RIGHTS OR REMEDIES), IN NO EVENT WILL THE TOTAL LIABILITY OF THESE PARTIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF, OR ANY INABILITY TO USE ANY PORTION OF, THE INCREASE SERVICES OR THE BANK SERVICES, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS BANK AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED IN THE AGGREGATE ONE HUNDRED DOLLARS (\$100.00).

IF YOU ARE A CALIFORNIA RESIDENT, TO THE EXTENT PERMITTED BY LAW, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

IF ANY OF THESE LIMITATIONS ARE FOUND TO BE INVALID, THE PARTIES' TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **11. Dispute Resolution by Binding Arbitration.**

**PLEASE READ THIS “DISPUTE RESOLUTION BY BINDING ARBITRATION” PROVISION VERY CAREFULLY. IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU, ON THE ONE HAND, AND THE BANK, ON THE OTHER HAND, SUBJECT TO THE TERMS AND OPT-OUT OPTION SET FORTH BELOW.**

11.1 You and the Bank agree that any and all past, present and future dispute, claims, or causes of action arising out of or relating to your use of any of the Bank Services, this Bank Agreement, or any other controversies or disputes between you and Bank and/or you and Increase or any of their respective affiliates, licensors, distributors, suppliers or agents, whether arising prior to or after you agreed to this Bank Agreement (collectively, “**Dispute(s)**”), shall be determined by arbitration, unless (a) you opt out as provided in Section G(11.4) below; or (b) your Dispute is subject to an exception to this agreement to arbitrate set forth in Section G(11.8). You and the Bank further agree that any arbitration pursuant to this Section shall not proceed as a class, group or representative action.

11.2 The Bank wants to address your concerns without the need for a formal legal dispute. Before filing a claim against the Bank, you agree to try to resolve the Dispute informally by contacting us. Similarly, the Bank will undertake reasonable efforts to contact you (if we have contact information for you) to resolve any claim we may possess informally before taking any formal action. If a Dispute is not resolved within 30 days after the email noting the Dispute is sent, you or the Bank may initiate an arbitration proceeding as described below.

11.3 By agreeing to this Bank Agreement, you and the Bank each agree to resolve any Disputes through final and binding arbitration as discussed herein, except as set forth in Section G(11.8) below.

11.4 You may opt out of this arbitration provision by sending a written notice to the email address listed in Section G(16) within thirty (30) days after first accepting this Bank Agreement. You must date the written notice, and include your first and last name, address, and a clear statement that you do not wish to resolve disputes with the Bank or Increase through arbitration. Except for the exceptions in Section G(11.8) below, you knowingly and intentionally waive your right to litigate any Dispute if you do not submit notice before the 30-day deadline. You may continue to use the Increase Services and the Bank Services if you opt out of the agreement to arbitrate after which no party to this Bank Agreement may invoke the mutual agreement to arbitrate in this Section G(11).

9.5 You and the Bank agree that the American Arbitration Association (“**AAA**”) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes in effect at the time arbitration is sought (“**AAA Rules**”). Those rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. A party who desires to initiate arbitration must

provide the other party with a written demand for arbitration as specified in the AAA Rules (“**Demand for Arbitration**”).

Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days after delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

The arbitrator(s) is authorized to award any remedies, including injunctive relief, that would be available to a party in an individual lawsuit and that are not waivable under applicable law.

Notwithstanding any language to the contrary in this Section G(11), if a party seeks injunctive relief that would significantly impact other Bank account holders as reasonably determined by any party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. You will select one arbitrator, and the Bank shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel.

Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award is confidential.

You and the Bank further agree that all proceedings can be conducted via videoconference, telephonically or via other remote electronic means; provided that, if the arbitrator(s) reasonably determines that an in-person hearing is necessary, the arbitration will be held in the county where you live or work.

If the Bank elects arbitration, the Bank will pay all of the AAA filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) will be paid in accordance with the AAA Rules, or in accordance with countervailing law if contrary to the AAA Rules.

In such circumstances, fees will be determined in accordance with the AAA Rules. Each party shall bear the expense of its own attorneys' fees, except as otherwise required by law. This Section G(11) “Dispute Resolution by Binding Arbitration” shall

be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in this Bank Agreement.

11.6 Regardless of the rules of a given arbitration forum, you and the Bank agree that the arbitration of any Dispute shall proceed on an individual basis, and neither you nor the Bank may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a “**Collective Arbitration**”). Without limiting the generality of the foregoing, a claim to resolve any Dispute against the Bank will be deemed a Collective Arbitration if (a) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (b) counsel for the claimants are the same, share fees or coordinate across the arbitrations.

“Concurrently” for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

11.7 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR THE BANK SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. ANY CHALLENGE TO THE VALIDITY OF THIS SECTION G(11) SHALL BE DETERMINED EXCLUSIVELY BY THE ARBITRATOR.

11.8 Notwithstanding your and the Bank’s right to arbitrate Disputes, you and the Bank retain the following rights: you and the Bank each retain the right (a) to bring an individual action in small claims court; and (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights.

11.9 Except as otherwise required by applicable law, in the event that this arbitration provision is found not to apply to you or your Dispute, you and the Bank agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Hamilton County, Indiana. You and the Bank consent to venue and personal jurisdiction there. We all agree to waive our right to a jury trial.

11.10 This Section G(11) “Dispute Resolution By Binding Arbitration” shall survive the termination or expiration of this Bank Agreement. With the exception of Section G(11.7), if a court decides that any part of this Section G(11) is invalid or unenforceable, then the remaining portions of this Section G(11) will nevertheless remain valid and in force. In the event that a court finds that all or any portion of Section G(11.7) to be invalid or unenforceable, then the entirety of this Section 11 “Dispute Resolution By

Binding Arbitration” shall be deemed void and any remaining Dispute must be litigated in court pursuant to Section G(11.9).

## **12. Disclaimers.**

THE BANK SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE BANK PROVIDES THE BANK SERVICES WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. THE BANK ON BEHALF OF ITSELF, AND EACH OF ITS AFFILIATES, PARTNERS, AND LICENSORS, DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

YOU USE THE BANK SERVICES AT YOUR OWN DISCRETION AND RISK. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING ANY COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICES), OR THE LOSS OF DATA THAT MAY RESULT FROM THE USE OF THE SERVICES.

Note that the ability to disclaim warranties varies in different jurisdictions. Where a jurisdiction places limits on the ability for a party to exclude certain warranties, these exclusions only exist to the extent permitted by law. Because of this jurisdictional variance, some of the above exclusions may not apply to you.

## **13. Force Majeure.**

The Bank is not responsible for any loss to you caused by an event that is beyond our control including, but not limited to, natural disasters, wars, insurrection, terrorist acts or threats, riots, strikes, computer failure, fire, loss of power, communication or transportation facilities, action or inaction of any governmental authority, or for delays or other failures of the U.S. Mail service, Fedwire, or the failure of any other provider of funds transfer or item processing services.

## **14. Waiver.**

The Bank may waive any of its rights or your obligations under this Bank Agreement in a particular situation. The Bank is not obligated to do so, and the Bank may choose not to do so even if the Bank has done so before. The Bank’s failure to enforce any right or provision of this Bank Agreement will not be considered a waiver of such right

or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Bank. Except as expressly set forth in this Bank Agreement, the exercise by either party of any of its remedies under this Bank Agreement will be without prejudice to its other remedies under this Bank Agreement or otherwise.

## **15. Notices.**

We may be required to send you a notice about your Bank Account. We may notify you through the Increase Dashboard, via email, or by mail using the contact information you provide us when you establish the Bank Account. All notices and statements concerning your Bank Account are effective when we post, mail or deliver them to you or another owner or authorized signer. Notice to any one of them will be effective for all.

## **16. Contact Us.**

Please contact [support@increase.com](mailto:support@increase.com) or call us at 1-888-298-8865 (or contact your Platform, if applicable) if you have any questions about this Bank Agreement or the Bank Services. Unless required by law or we have agreed otherwise in writing, the Bank is not required to act upon instructions you give by fax or voicemail. In some cases, we may ask that you submit any verbal instructions to us in writing

## **17. Phone Communications and Recording.**

You agree that the Bank and its agents and service providers may contact you by text message for service-related information if you provide us with your phone number. For example, we may send you text messages to provide you information about fraud alerts, deposit holds, amounts you owe us, and other information related to your Bank Account activity. You certify, warrant, and represent that the phone number you have provided to us is your contact number and not someone else's. You represent that you are permitted to receive calls and text messages at the phone number you have provided to us. You agree to promptly alert us whenever you stop using a phone number. When we or our agents send you a text message or call, we or our agents may use automatic dialers and artificial, text, or prerecorded messages. Standard message and data rates may apply to all text messages.

You agree that the Bank may monitor or record phone calls you have with the Bank for any reason, including to monitor the quality of service you receive and to verify transaction related information. You agree that the Bank is not required to remind you before or during each phone call that the conversation is subject to being monitored or recorded in accordance with applicable state and federal law.

## 18. Credit Verification and Reporting.

You authorize the Bank to gather credit and employment information by any necessary means, including by requesting a credit report from a credit reporting agency. You may contact us and request to be informed whether a consumer credit report about you was requested, and we will tell you the name and address of the credit reporting agency that furnished any report. We may use information from a credit report to review your Bank Account or for any other legitimate business purpose.

The Bank may also report information about your Bank Account to a credit reporting agency, including information about an involuntary closure because of an unpaid negative balance or any other reason. This, or any other default, may be reflected in your credit report.

[Download a copy of this agreement.](#)

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Banking services provided by First Internet Bank of Indiana, Member FDIC. Increase is a financial technology company, not a bank. Cards Issued by First Internet Bank of Indiana, pursuant to a license from Visa Inc. Deposits are insured by the FDIC up to the maximum allowed by law through First Internet Bank of Indiana, Member FDIC.