

myHeritage Bank P2P Terms of Service

This Addendum (“Addendum”) contains the terms governing your use of the P2P Transfer Service (the “Transfer Service”) as offered by Heritage Bank NA (“the Bank”). Please read this Addendum carefully. By agreeing to this Addendum or using the Transfer Service, you are agreeing to the terms of this Addendum. This Addendum includes, among other things:

- your agreement that each time you use the Transfer Service, you are authorizing and instructing us to send emails and text messages to the recipient on your behalf;
- your commitment to us that each person we send a text message or email on your behalf has given you permission for us to do so;
- our obligations to you;
- your obligations as a user of the Transfer Service;
- circumstances under which we may reverse or modify transactions or remove funds from your account;
- the ways in which we may send you notices and disclosures;
- your agreement with us to use binding arbitration for most disputes arising under this Addendum or concerning the Transfer Service and to waive the right to a trial by jury;
- your waiver of class-action rights;
- limitations on our liability to you;
- scams to avoid.

Your agreement to these terms is essential to our agreement to provide the Transfer Service and our pricing of the Transfer Service.

In addition, in this Addendum:

- “Business Day” means Monday through Friday, excluding Saturday, Sunday and federal banking holidays for bank accounts and products and/or services, and U.S. stock exchange holidays for brokerage accounts.
- “Deposit Account” means a transaction account that has been identified by the financial institution holding the account as eligible to receive funds from Transfer Transactions.
- “Funding Account” means a transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for Transfer Transactions.
- “Participant” means a person who is any one or more of the following:
 - an individual, business or government agency enrolled in the Transfer Service through any Participating Financial Institution;

- an individual or business that is enrolled in the Transfer Service to receive funds at the Participant’s Financial Institution; or
- an individual, or business that is not yet enrolled in the Transfer Service, but with whom you attempt to initiate a Transfer Transaction.
- “Payment Account” is defined in Section 5.B, below.
- “Participating Financial Institution” means any financial institution which is participating in or cooperating with the Transfer Service. We are a Participating Financial Institution.
- “Participant’s Financial Institution” means any financial institution, including a Participating Financial Institution, holding a Participant’s account that the Participant has authorized to receive a transfer of funds as a result of a Transfer Transaction.
- “Transfer Transaction” means a transaction initiated through the Transfer Service to:
 - transfer funds out of your Funding Account to a Participant;
 - receive a transfer of funds into your Deposit Account from a Participant; and/or
 - send a request to a Participant asking the Participant to transfer funds using the Transfer Service

1. Overview of Transfer Service

a. The Network:

We have partnered with the Visa Direct and MasterCard Send to enable a convenient way to transfer money between you and Participants who have eligible accounts or enrolled with another financial institution that partners with those same entities. Aliases such as email addresses or mobile phone numbers may be used to prompt a Participant to provide eligible account data so that a transfer may take place.

b. Terms and Conditions of Transfer Service

- Your use of the Transfer Service will be subject to this Addendum, and also to the following, which are considered part of this Addendum:
- the terms or instructions appearing on a screen when using the Transfer Service;
- our rules, procedures, and policies and the account agreements applicable to the Transfer Service and your Funding, Deposit and Payment Accounts, as amended from time to time; and
- applicable state and federal laws and regulations.

- Subject to all the terms and conditions of this Addendum, you may use the Transfer Service to engage in Transfer Transactions with other individuals or businesses who are Participants with eligible accounts.
- **The Transfer Service is an Online Financial Service. You agree that you are enrolling as a Participant of the Transfer Service. You agree that you will only use the Transfer Service for Transfer Transactions entered into for lawful purposes. You will not use the Transfer Service to pay taxes or other amounts owed to government entities. You will not use the Transfer Service to pay court-ordered amounts such as alimony or child support.**

2. Eligibility to use the Transfer Service

In order to use the Transfer Service you must have an eligible Funding Account or a Deposit Account. The Funding Account and the Deposit Account may be the same account. For the Transfer Service offered directly through the Bank's mobile application, eligible Funding Accounts and Deposit Accounts include checking or savings accounts. In order to receive fund transfers into your account, that account must be in good standing. In order to transfer funds out of your Funding Account to another individual or business, you must have an available balance in that account.

We may, from time to time, introduce new features to the Transfer Service. When this happens we will update our website to include them.

3. Registering an email address or phone number

As part of enrollment into the Transfer Service, your email address or phone number may be stored for the use of prompting to enter account information or notification that a transfer has been initiated.

4. Use of telephone calls, emails and text messages

a. Sending emails and text messages on your instruction

Each time you send money using the Transfer Service, you are also authorizing and instructing us to send emails and text messages to the recipient concerning the Transfer Transaction. You agree that these emails and text messages are sent on your behalf. You represent and warrant to us that for each person you instruct us to send emails and text messages, you have received permission from that person for us to do so. Please note:

Each time you initiate a Transfer Transaction, you are authorizing and instructing us to send both an initial email or text message to the recipient and, at our discretion, a follow-up or reminder message with respect to the same Transfer Transaction.

These emails and text messages may identify you by name and may state that we are sending them on your behalf and according to your instructions.

b. Communicating with you

- You agree that we may from time to time make telephone calls, send emails and text messages to you in order to:
 - notify you of Transfer Transactions, or
 - service your accounts,
- You agree that we may call using prerecorded/artificial voice messages or send text messages and, for both calls and text messages, may also use automatic telephone dialing systems. We may call you and send messages to you at any email address, telephone number, or mobile phone number you have provided to:
 - us,
 - any other Participating Financial Institution,
 - a Participant.
- You represent and warrant to us that you are the owner or have the delegated legal authority to act on behalf of the owner to use and control each such email address, telephone number or mobile phone number you have provided to any of these persons for use with the Transfer Service. You further acknowledge and agree that:
- You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- You will immediately notify us if any email address or mobile phone number you have registered for use in the Transfer Service is (i) surrendered by you, or (ii) changed by you.
- In the case of any messages that you may send through either us that we may send or may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send on your behalf may include your name.
- Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us including messages that you may send through us, that we may send, or may send on your behalf.

- To cancel text messaging from us, send STOP when prompted. For help or information regarding text messaging contact our customer service number. You expressly consent to receipt of a text message to confirm your “STOP” request.
- In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via text message, including a confirmation from us in the event you withdraw your consent.

c. Declining to use an email address or telephone number

- We may, in our sole discretion and for any reason, decline at any time to accept or use, or to continue to accept or use, any specific email address or telephone number provided to us by any person.

5. Fees you will pay and mode of payment

a. Fees for the Transfer Service

- Fees may apply to your use of the Transfer Service. Any fee you will be charged will be disclosed before you initiate a Transfer Transaction. Depending on the types of accounts and services you keep with us, fees may be waived.
- We may change the fees that apply to the Transfer Service, and the circumstances under which the fees may be waived, at any time for any reason. We will give you reasonable notice of such change as required by law.
- **b. Mode of payment**
 - The Funding Account used for the Transfer Transaction will be the account from which fees for the Transfer Service will be paid (your "Payment Account"). You authorize us to collect the fees from your Payment Account.

6. Accessing your Funding Account; terminating access

a. Gaining access

You authorize us to provide access to your Funding Account and Deposit Account through the Transfer Service to initiate and complete Transfer Transactions.

To access the Transfer Service you must have a username, a password, and the required hardware and software to use internet banking or the mobile application. You must also comply with any other security procedures and policies we may establish from time to time as provided in online user agreement.

You must provide all telephone and other equipment, software (other than any software provided by us), and services necessary to access the Transfer Service.

Not all types of accounts are eligible for Transfer Transactions. We reserve the right to decline the use of any account as a Funding Account or Deposit Account that we believe may present a risk to you and/or us.

b. Terminating access

In the event (i) you violate any terms of this Addendum, (ii) there are unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Transfer Service, or (iii) we incur problems with your use of the Transfer Service, you agree that we may suspend or terminate your access to the Transfer Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other Transfer participants, suspend or terminate:

- the Transfer Service,
- your ability to send or receive funds through a Transfer Transaction,
- your ability to send funds through a Transfer Transaction, while continuing to permit you to receive funds through a Transfer Transaction,
- your ability to request funds from another Participant, or
- your ability to receive requests for funds from another Participant.

c. Application of this Agreement after reinstatement

In the event your access to the Transfer Service is terminated or suspended for any reason and then later reactivated or reinstated, you agree that this Agreement, or any revised or amended version of this Agreement in effect at the time of reactivation or reinstatement, will continue to apply to your Transfer Transactions and use of the Transfer Service.

7. Privacy; authorization to use information; obligation to update contact information

a. Commitment to privacy

We are committed to protecting your privacy. Except as otherwise provided in this Addendum, all information gathered from you in connection with using the Transfer Service will be governed by the U.S. Consumer Privacy Notice and Digital Privacy and Cookies Policy.

b. Use of personal information to identify you and process Transfer Transactions

You authorize each Participating Financial Institution to use the email addresses and telephone numbers that are associated with you to process and route Transfer Transactions to and from your Funding and Deposit Accounts.

In particular, if you:

- receive notice of a Transfer Transaction via any email address or via text message at any telephone number, and
- authorize or accept completion of the Transfer Transaction, then
- You are also authorizing all Participating Financial Institutions to associate that email address or telephone number with you and with your Funding and Deposit Accounts.

You agree that we may provide information about you to:

- any Participant you contact, communicate with, send funds to, or receive funds from, using the Transfer Service, and
- any Participant's Financial Institution, or any other person, engaged in processing, facilitating, or delivering Transfer Transactions to which you are a party.

The information we provide may include your name, address, telephone number, and email address. You irrevocably waive any provision of our U.S. Consumer Privacy Notice which would prevent us from providing this information in connection with any Transfer Transaction to which you are a party.

c. Additional provisions concerning use of information

You agree that we may obtain such additional information as we deem reasonably necessary to insure that you are not using our Transfer Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

You understand that in order to complete fund transfers using the Transfer Service, it may be necessary for us to communicate with other financial institutions and other participants in the Transfer Service concerning the Transfer Transactions. You agree that we may use, copy, modify, update, display, and distribute to other persons any information or data you provide to us for the purpose of processing Transfer Transactions or providing the Transfer Service, and you give us a license to do so.

You authorize us and other Participating Financial Institutions to use information you provide to us, and information concerning your Transfer Transactions in order to:

- initiate and complete Transfer Transactions, and
- provide ancillary and supporting services to facilitate your Transfer Transactions and use of the Transfer Service.

Your authorization includes, but is not limited to, providing such information to:

- Participants to whom you send funds or from whom you receive funds, using the Transfer Service,
- Participant's Financial Institutions, and
- any intermediary or service that is in any way facilitating or processing the Transfer Transaction.

We may also disclose information to third parties about your account or the transfers you make in order to process your transactions or to verify the existence and condition of your account. The third parties may include transactions processors, clearinghouses, credit bureaus and merchants.

Each time you use the Transfer Service, you represent and warrant to us that:

- you have the right to authorize us to access your Funding Account to effect fund transfers or for any other purpose authorized by this Addendum,
- you are not violating any other person's rights when you provide us information and instruct us to initiate or complete a fund transfer, and
- all the information you provide to us is true, current, accurate, and complete.

We will maintain audit logs that track your access, view, and use of electronic data in connection with your use of the Transfer Service. These audit logs may include, but are not limited to, detailed information about your transactions and communication with other Transfer Service participants.

d. Changes to email addresses and telephone numbers

You agree that you will notify us immediately in the event of a change to any email address or telephone number that has been provided to us and is associated with you. You may instruct us to change any email address or telephone number we associate with the Transfer Service at any time. Address and telephone number changes may be initiated:

- at your request;
- if we receive notice of change to your email address or telephone number from any Participating Financial Institution or any common carrier; or
- if we receive information from another party in the business of providing correct contact information that the email address or telephone number in our records no longer is associated with you.

We may continue to rely on any email address or telephone number that has been provided to us until you notify us of a change. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction.

8. Power of attorney

For as long as you are using the Transfer Service, you give to us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Funding and Deposit Accounts, complete fund transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with completing fund transfers, including verifying the content and authenticity of any fund transfer instruction for the purposes of security procedures applicable to Funding and Deposit Accounts, as fully to all intents and purposes as you might or could in person. Once we have actual knowledge that you wish to cease using the Transfer Service as provided in this Addendum and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us in good faith before we have actual knowledge of the termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. This limited power of attorney shall not be affected by your subsequent incapacity.

You understand and agree that your relationship with each person to whom you send money to, or receive money from, is independent of the Bank and your use of the

Transfer Service. We will not be responsible for any acts or omissions by these persons.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE BANK IS EFFECTING A FUND TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that the Bank, its affiliates, service providers, and partners shall be entitled to rely on the authorization, agency, and power of attorney granted by you in this Addendum.

9. Limitation of Liability

YOU AGREE THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED BY YOU AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS; (4) ANY CHARGES IMPOSED, OR ACTIONS TAKEN, BY ANY OTHER FINANCIAL INSTITUTION; (5) ANY FUNDS TRANSFER LIMITATIONS SET BY OTHER FINANCIAL INSTITUTIONS; AND/OR (6) LIABILITY ARISING FROM THE RECEIPT OR NON-RECEIPT OF THIRD PARTY NOTIFICATIONS SENT TO TRANSFER FUNDS RECIPIENTS' EMAIL ADDRESSES OR CELL PHONE NUMBERS PROVIDED TO US.

We shall have no liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us to complete a transaction in the correct amount, or (ii) any related losses or damages. We shall not be liable for any typos or keystroke errors that you may make when using the Service.

YOU AGREE THAT YOU, NOT WE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

10. Your Fund Transfers to Others

a. Types of Fund Transfers

We may from time to time make available additional or new features to the Transfer Service. You will be approved or declined for any such additional service at our sole

discretion and additional terms and conditions may apply. We may at any time decline any Transfer Transaction that we believe may violate applicable law.

You represent and warrant to us that:

- all Transfer Transactions you initiate are for your own account, and not on behalf of another person,
- you are not receiving any fee or compensation from any other person in return for initiating a Transfer Transaction, and
- you are authorized by the receiving Participant to make funds transfers to the Participant's account at the Participant's Financial institution.

b. Sending Money; Debits by Participating Financial Institutions

You may send money to another Participant at your initiation or in response to that Participant's request for money. You understand that use of this Transfer Service by you shall at all times be subject to (i) this Addendum, and (ii) your express authorization at the time of the transaction for us or another Participating Financial Institution to initiate a debit entry to your Deposit Account. You understand that when you send the payment, you will have no ability to stop it.

In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, and the other Participating Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. You understand and acknowledge that a person to whom you are sending money and who is not registered as a Participant may fail to complete the request for account information required to complete the transaction, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. We have no control over the actions of other Participants, other Participating Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended Participant.

c. Frequency of Transfer Transactions

We do not limit the number of transfers you may make; however, you may not make transfers in excess of the number of fund transfers allowed by the rules governing the applicable accounts. We may from time to time for security and risk management reasons modify the limit, the frequency, and the dollar amount of transfers you can

make using the Transfer Service. The limits on the frequency and dollar amount of transfers are solely for the protection of the Bank.

d. Dollar Amount of Transfer Transactions

You may not make transfers in excess of limits prescribed by the bank for security purposes and/or in compliance with network operating rules. The amount of money you can send will vary based on the type of Funding Account you use, your recipient and the transaction history for each recipient. Transfers from a Funding Account may be made up to a daily aggregate dollar limit of \$1,000.

Transfer limits applicable to Participants of other financial institutions are governed by the Participant's Financial Institution's transfer service agreements.

We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using the Transfer Service. For example, in the event that your use of the Transfer Service has been suspended and reinstated, you understand and agree that your use of the Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the Transfer Service. Your transfer limits may vary from those of other Participants, depending upon criteria we establish from time to time.

e. Transfer Transactions Subject to the Rules of the Funding Account

All Transfer Transactions are subject to the rules and regulations governing your Funding Account. You agree not to initiate any payments from an account that are not allowed under the rules or regulations applicable to that account, including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations. You agree that any Transfer Transaction to a Participant's account which is not with a Participating Financial Institution will also be governed by the NACHA Operating Rules and any applicable card network rules (e.g. Visa or Mastercard).

f. Transfer Transaction Descriptions

We may, in our sole discretion, permit you to add a description or comment concerning the Transfer Transaction that will be transmitted to the recipient. You agree that if we permit you to add a description or comment concerning the payment to your recipient that you will not include inappropriate or abusive language, messages or content in the description or comment. You agree that we may monitor the contents of the description or comment, and may delete or edit the message if we

believe any of the content is inappropriate or abusive, in our sole and absolute discretion.

g. Failure or rejection of Transfer Transactions

We do not make any representation or warranty that any particular Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the Transfer Transaction is only an estimate, and is not binding on us. You understand and agree that we have no control over the actions of other Participants, or of other financial institutions (including Participant's Financial Institutions), that may prevent a Transfer Transaction from being completed, or may delay its completion. You understand and agree that we may not be able to complete a Transfer Transaction if:

- the receiving Participant does not enroll in or register with the Transfer Service;
- the receiving Participant does not complete the necessary steps in provided needed information to complete the transfer; or,
- the receiving Participant does not register with the Transfer Service the specific email address or telephone number you have provided to us for them.

Upon learning that a Transfer Transaction to transfer funds from your Funding Account to a Participant cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the fund transfer is not completed, we may try to notify you to contact your intended recipient but are not required to do so.

If you do not have enough money in your Funding Account to make a fund transfer, we may reject your request to initiate the fund transfer.

We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a Transfer Transaction for any reason. We may, in our sole discretion, accept instructions from any Participant or from a Participant's Financial Institution to block your attempts to use the Transfer Service to initiate Transfer Transactions with that Participant or customers of that institution.

h. Authorization for fund transfer and suspense of funds

You agree that each payment instruction you give us is an authorization to make a funds transfer on your behalf. You authorize us to withdraw the funds from your

Funding Account immediately upon receiving your instruction for the Transfer Transaction and to place the funds in a suspense account pending completion of the Transfer Transaction. You understand and agree that in the case of a Transfer Transaction to a person who has not yet enrolled in the Transfer Service, or if your Funding Account has been open for less than thirty days, we may hold your funds in the suspense account for up to fifteen business days before either returning the funds to you or sending them to the recipient.

1. You also agree that the Participant's Financial Institution receiving the funds for a Transfer Transaction may hold those funds for a reasonable period of time while attempting to identify a Deposit Account for a Participant who has either:
 - o not yet enrolled in the Transfer Service;
 - o not yet identified a Deposit Account, or
 - o closed the recipient's prior Deposit Account but still has other accounts open with the Participant's Financial Institution.

You understand that the Participant's Financial Institution receiving the funds may require a Participant to manually accept each funds transfer you send to the Participant. If the Participant does not accept the funds transfer within the time frame set by the Participant's Financial Institution, the funds will be returned to you. **You understand and agree that we have no control over whether or not the Participant's Financial Institution will require manual acceptance, or how long the Participant's Financial Institution will hold the funds before returning them.**

You authorize us to act as your agent in receiving and processing any return of funds as we deem appropriate.

I. No right to cancel or stop a Transfer Transaction

- o Transfer Transactions that are in process cannot be cancelled or stopped. You agree that you, and not we, will be responsible for resolving any payment dispute with any Participant to whom you send money through a Transfer Transaction.
2. **11. Processing payments by other Participants to you; refunding payments and payment disputes**

a. Payments to you from other Participants

You authorize other Participants to transfer funds to you as part of the Transfer Service.

Fund transfers we receive from a Participant on your behalf will be credited to your Deposit Account. All payments received are subject to the rules and regulations governing your Deposit Account.

Most transfers of money to you from other Participants will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, and the other Participating Financial Institutions, we may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations.

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Addendum and the procedures of the business or government agency that is sending you the payment.

You agree that we may hold funds we receive on your behalf for a reasonable period of time while attempting to identify a Deposit Account if you have either:

- not yet identified a Deposit Account, or
- closed your prior Deposit Account but still have other accounts open with us.

We may return all or part of any Transfer Transaction to the sending financial institution, at any time and in our sole discretion, if either:

- we are unable to establish that you are the intended recipient of the Transfer Transaction,
- you do not register with the Transfer Service the specific email address or telephone number the sending Participant has provided to us for you,
- we reasonably believe that completing the Transfer Transaction would violate any applicable law or regulation,
- the Transfer Service Participant sending the funds has exceeded any of the sending limits established by the sender's financial institution for Transfer Transactions,
- you have exceeded or will, by receiving the pending Transfer Transaction, exceed any of your receiving limits for Transfer Transactions,
- we are advised that either the Participating Financial Institution, the Participant initiating the Transfer Transaction, or the owner of the Funding Account from

which the payment was made, has alleged that the Transfer Transaction was fraudulent or unauthorized, or

- you do not identify a Deposit Account within a reasonable time

b. Refunding payments made to you by Participants

You agree that you are responsible for the full amount of any Transfer Transaction we credit to your Funding Account which is later reversed for any reason. You agree that we may withdraw the full amount, or any portion, of any reversed or disputed Transfer Transaction, plus any applicable fees, from your Funding Account or from any other account you have with us, without prior notice to you. You agree that you, and not we, will be responsible for resolving any payment dispute with any Participant from whom you receive money through a Transfer Transaction.

c. Discharge of obligations

You understand and agree that the extent to which a Transfer Transaction discharges an underlying obligation you have to the recipient of a Transfer Transaction, or an underlying obligation owed to you by the sender of a Transfer Transaction, will be determined by your agreement with the other party and other applicable law.

12. Requesting money from another Participant and receiving a request for money

a. Requesting money

We may, at our option, offer you the ability to send a request for money to another Participant. You understand and agree that:

- All requests for money must be delivered to an email address if a Participant has not registered a mobile phone number with us or a Participating Financial Institution.
- You understand and acknowledge that Participants to whom you send payment requests may reject or ignore your request. We do not guarantee that you will receive money from other Participants by sending a payment request. If a Participant ignores your request, we may decide, in our sole discretion, that we will not send a reminder or repeat request to that User. We have no obligation to advise you on whether or not the request has been received.
- You will not make or repeat a request for money to a Participant after you have received notice from any person that either:
 - the Participant does not wish to receive a request for money from you, or

- the Participant disputes or disclaims the obligation for which the request is made.
- You agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order.
- We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.
- **b. Receiving a request for money**

We may offer other Participants the ability to send you a request for money. You have no obligation to respond to the request, either through the Transfer Service or otherwise. You authorize us to deliver to you all requests made by other Participants that we reasonably believe are addressed to you. You understand and agree that:

- We are not able to control the frequency, content, or purpose of requests that may be sent to you by other Participants.
- We make no representations or warranties concerning the genuineness or accuracy of any request you receive.
- We do not guarantee that you will receive requests addressed to you through the Transfer Service.
- We may not be able to prevent or block requests from being sent to you, either by specific Participants or generally, unless you terminate your enrollment in the Transfer Service.

13. Electronic Fund Transfer Provisions applicable to consumers

a. Applicability

The provisions in this Section 13 apply only to electronic fund transfers that debit or credit a consumer's checking, savings, or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). The terms and conditions applicable to EFTs that debit or credit a brokerage account are set forth in your brokerage account agreement, and not in this Addendum. The Bank may, when applicable, rely on any exceptions to the provisions in this Section 13 that are contained in Regulation E. All terms not otherwise defined in this Addendum which are defined in Regulation E will have the same meaning when used in this Section 13.

b. Unauthorized EFTs

You must tell us AT ONCE if you believe that your password has been lost or stolen, or if you believe that an EFT has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

A scammer may call, email, or text you, pretending to be from the bank, and ask for information that allows them to access your account. If you receive a one-time passcode you didn't request, don't give the passcode to anyone who contacts you for it. Likewise, do not share any information with an unsolicited caller who may be inquiring about out of bank authentication information. Scammers may tell you there is an urgent fraud situation to attempt to trick you into quickly acting. Hang up on suspicious calls immediately, even if they appear to be from the bank. Scammers sometimes use technology to "spoof" phone numbers, so it appears the call is originating from the bank. If you have any concerns that the call might not be legitimate, call the bank at the number found on your account statement. Scammers may make unusual requests for sending or transferring money. Fraudsters may contact you to pretend to help you with an ongoing fraud situation. To reverse it, they suggest you transfer money "to yourself" when, in fact, the account you transfer money to belongs to the scammer. This could cause you to lose money or even become unknowingly involved in a crime. The bank will never call you to request that you transfer money to yourself or any other third party using P2P.

c. In case of errors or questions about your EFTs

In case of errors or questions about your EFT, telephone us at the number on the back of your card or the number listed on the statement for your account, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement.

We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared:

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

If you tell us orally, we may require that you send your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time to conduct our investigation, however, we will notify you of our need for an extension, which may take up to 45 days to investigate your complaint or

question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, you will be notified.

d. Documentation

You have the right to find out whether an EFT was credited or debited to your account. We will send you a monthly statement if there is an EFT in a particular month unless you have opted out of receiving such documents.

14. Transfer Transaction history

Your Transfer Transactions will appear in the online transaction history and in the periodic statements for your Funding Account.

15. Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit fund transfer instructions on your behalf. You understand that financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

16. Miscellaneous

Subject to the terms of this Addendum, the Transfer Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or any authorized third party's control. Live customer

service generally will be available Monday through Friday during regular bank hours of operations, excluding US bank holidays.