

## Kasasa® Digital Technology Terms of Use Agreement

DATE LAST MODIFIED: July 15, 2024

Thank you for visiting Kasasa, LTD (“**Kasasa**”, “**we**”, “**us**”, “**our**”). We provide retail banking products, enabling technologies, and professional services that help community banks and credit unions (“**Financial Institution(s)**”) better serve consumers and their communities. This Kasasa Digital Technology Terms of Use Agreement (“**Agreement**”) governs your use of our website and/or mobile application(s); any products, services, documentations or functionality offered by us or through our website and/or mobile application(s); and/or certain third party digital platforms as determined by us from time to time (collectively, the “**Technology Products**”).

By using our Technology Products, you acknowledge that you have read, understand, and are agreeing to be bound by the terms of the Agreement. To use our Technology Products, you need compatible hardware, software (latest version recommended and sometimes required) and internet access where fees may apply. If you do not agree to this Agreement, please discontinue your use of the Technology Products.

The Technology Products are offered and available to users who are 18 years of age or older and reside in the United States. We make no claims that the Technology Products or any of the Content (defined below) is accessible or appropriate outside of the United States. Access to the Technology Products may not be legal by certain persons or in certain countries. If you access the Technology Products from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. By using the Technology Products, you represent and warrant that you are of legal age to form a binding contract with Kasasa and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Technology Products.

### CHANGES TO AGREEMENT

We may amend any part of this Agreement at any time, and the amended terms will be effective 10 days after initial posting on our Technology Products. IF THIS OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU SHOULD IMMEDIATELY DISCONTINUE USE OF THE TECHNOLOGY PRODUCTS. YOUR CONTINUED USE OF THE TECHNOLOGY PRODUCTS NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THIS AGREEMENT, WILL INDICATE ACCEPTANCE BY YOU OF SUCH RULES, CHANGES AND/OR MODIFICATIONS. You should review this Agreement periodically to ensure you become aware of changes which are made to this Agreement by us from time to time.

### USE OF THE TECHNOLOGY PRODUCTS

We grant you, a non-exclusive, non-transferable limited and revocable right to access the Technology Products for your personal and non-commercial use only, excluding business accounts powered by Kasasa (“Permitted Uses”). You agree that you will not use the Technology Products and the Content, as defined hereinafter, in any way whatsoever except for Permitted Uses in compliance with this Agreement.

When you use the Technology Products, you agree not to:

- Use the Technology Products for any fraudulent or unlawful purpose;
- Violate any federal, state, local, or international laws or regulations;
- Use the Technology Products in any manner that could disable, overburden, damage, disrupt, or impair the Technology Products or the operation of the Technology Products, or interfere with any other party’s use of the Technology Products;
- Impersonate any person or entity;
- Transmit, introduce, or otherwise make available any viruses, Trojan horses, worms, logic bombs, or other material that is malicious and/or technologically harmful;
- Restrict or inhibit any other person from using the Technology Products, including by means of hacking or defacing any portion of the Technology Products;

- Interfere with or violate any other Technology Products visitor's or user's right to privacy or other rights, or harvest or collect personally identifiable information about Technology Products visitors or users;
- Sell, resell, transfer, license, or exploit for any commercial purposes any use of or access to the Technology Products;
- Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Technology Products;
- Misuse passwords;
- Frame or mirror all or any part of the Technology Products without our express written authorization;
- Attempt to gain unauthorized access to the account or loan information of anyone else, or to any computer systems or networks connected to any of our servers;
- Publish or disseminate any link to the contents of our website without our express written consent;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Technology Products, the server on which the Technology Products are stored, or any server, computer, database, or cloud connected to the Technology Products; or
- Otherwise attempt to interfere with the proper working of the Technology Products.

## **LOGIN SECURITY**

Your use of the Technology Products may require Credentials, as defined below. In such instances the following terms and conditions will apply. If required, you will be provided an opportunity to create login credentials, which may include, but are not limited to, username, password, and/or security information (collectively, "**Credentials**"). Upon creation of Credentials, you must treat such Credentials as confidential and not disclose them to any other person or entity. You also agree not to provide any other person with access to the Technology Products using your Credentials. You assume all risks and losses associated with your Credentials. If you believe there was any unauthorized (or attempted) access to or use of your Credentials or any other breach of security, you must immediately reset and update your Credentials. We have the right to disable any Credentials or other identifier at any time and without prior notice to you.

## **CONTENT AND AVAILABILITY**

We may, from time to time, introduce new Content to the Technology Products or add to, remove, or change existing Content in our sole discretion and without notice. By using any new or modified Content as it becomes available, you agree to be bound by this Agreement. "**Content**" means all information, data, text, additional features, messages, software, sound, music, video, photographs, graphics, images, designs, processes and any other materials that are included in the Technology Products.

The availability of the Technology Products may be limited during periods of high volume, system upgrades and maintenance or for other reasons, as determined in our sole discretion. We will not be liable to you for any loss in connection with the availability/unavailability of all or part of the Technology Products. If applicable, we will attempt to provide you with prior notice of any scheduled downtime; however, we will not be liable to you for failure to provide notice of any downtime or unavailability of the Technology Products.

## **MOBILE SERVICES**

Your use of the Technology Products may include access to a mobile application or use of an electronic or tablet device, including, but not limited to, notifications, alerts and/or text services ("**Mobile Services**"). By using the Mobile Services, you have authorized us to verify your identity and to compare information you have provided to us, in accordance with our Privacy Policy.

Not all of the products, services or functionality provided on certain websites may be available when you use the Mobile Services, therefore, Your access to the products, services or functionality may be limited. Information available via the Mobile Services may differ from the information that is available directly on websites. The method of entering information via the Mobile Services may also differ from the method of entering instructions directly through the website. Processing of certain transactions may take longer through the Mobile Services. Some information may be presented based on data provided by your Financial Institution and final results may vary based on processing timeframes, account administration and activity. We are not responsible or liable for any such differences or delays, whether or not attributable to your use of the Mobile Services. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging and data rates imposed by your mobile service provider. Separate and additional terms and conditions provided by your mobile carrier or any app store may apply, and we are not responsible for any damages resulting from your failure to comply with such terms and conditions.

## **SMS TEXT MESSAGING**

### **SMS Promotional Messages – Short Code 63803**

As a part of the Mobile Services, you can text **NOTIFY** to 63803 to join our text messaging promotional alerts (“**Promo SMS Service**”). By enrolling in the Promo SMS Service, you consent to receive recurring autodialed marketing texts from or on behalf of us at the mobile number you provided. Message frequency may vary per account and based on preferences. Reply **HELP** for help and **STOP** to cancel. Message and data rates may apply.

When you opt-in to the Promo SMS Service, we will send you 1 SMS message with an activation code. You can cancel the Promo SMS Service at any time, just text **STOP** to 63803. After you send the SMS message **STOP** to us, we will send you 1 SMS message to confirm that you have been unsubscribed. After this, you will no longer receive promotional or marketing SMS messages from us. If at any time you need assistance, text **HELP** to 63803, contact support@kasasa.com or call (877) 342-2557. If you send the SMS message **HELP** to us, we will respond with instructions on how to use our service, as well as how to unsubscribe.

To participate in the Promo SMS Service, you must have a wireless device of your own that is capable of two-way messaging and is on a compatible carrier’s network with text messaging service.

Compatible carriers include: AT&T, T-Mobile®, Verizon Wireless, Sprint, Boost, U.S. Cellular, Cellular One, MetroPCS, ACS/Alaska, Bluegrass Cellular, Cellular One of East Central Illinois, Centennial Wireless, Cox Communications, EKN/Appalachian Wireless, GCI, Illinois Valley Cellular, Immix/Keystone Wireless, Inland Cellular, Nex-Tech Wireless, Rural Cellular Corporation, Thumb Cellular, United Wireless, West Central (WCC), Celcom, Cellsouth, Cricket, Cincinnati Bell and Virgin Mobile.

T-Mobile® is not liable for delayed or undelivered messages.

If you have any questions about your text or data plan, it is best to contact your wireless carrier. If you have any questions regarding privacy, please read our Privacy Policy.

### **SMS Two-Factor Authentication – Short Code 90597**

You can opt-in to two-factor authentication via SMS (“**SMS TUFA**”) through the Technology Products. By enrolling in SMS TFA, you consent to receive 1 text message at the mobile number you provided when logging in to the Technology Products from an unverified device. Reply **HELP** for help and **STOP** to cancel. Message and data rates may apply.

When you opt-in to the SMS TFA, we will send you 1 SMS message to verify your account. You can cancel the SMS TFA at any time, just text **STOP** to 90597. After you send the SMS message **STOP** to us, we will send you 1 SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If at any time you need assistance, text **HELP** to 90597, contact support@kasasa.com or call (877) 342-2557. If you

send the SMS message **HELP** to us, we will respond with instructions on how to use our service, as well as how to unsubscribe.

To participate in the SMS TFA, you must have a wireless device of your own that is capable of two-way messaging and is on a compatible carrier's network with text messaging service.

Compatible carriers include: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile. Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Symmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

T-Mobile® is not liable for delayed or undelivered messages.

If you have any questions about your text or data plan, it is best to contact your wireless carrier. If you have any questions regarding privacy, please read our Privacy Policy.

## **PRIVACY POLICY**

Our Privacy Policy explains how we collect and use your information. By using the Technology Products, you are agreeing to be bound by our Privacy Policy. Please note that the terms of our Privacy Policy may differ from third-party privacy policies as referenced below, as well as your Financial Institution's privacy policies.

## **THIRD PARTY WEBSITES**

If required, you are responsible for obtaining a valid and separate license agreement with any third-party provider of software tools and products that are offered on the Technology Products. We do not review any of third-party provider's content, including computer software, made available through the websites and webpages to which the Technology Products link, or that link to the Technology Products ("**Third Party Websites**"). You agree that any third-party software you download through the Technology Products or any Third Party Websites is provided to you "as is" and "as available." You agree that we make no warranties and have no liability as to the accuracy, completeness, availability or timeliness of Third Party Websites. The use of any Third Party Websites may be subject to such third parties privacy policy. You are responsible for reviewing any third party privacy policies.

We hereby disclaim any responsibility for any material on a Third Party Website that may be inaccurate, unlawful, or otherwise objectionable. In addition, we will not be liable for your inability to access or use the Third Party Websites, nor any unauthorized access to your data or any misappropriation, or alternation, of your data as a result of your installation or use of Third Party Websites.

## **MONITORING AND TERMINATION**

Use of the Technology Products may be monitored, tracked, and recorded. By using the Technology Products, You consent to such monitoring, tracking, and recording. You agree that any information you enter or provide through or for the use of the Technology Products will be accessible by our employees or service providers on a need-to-know basis. We have the right to take appropriate legal action for any illegal or unauthorized use of the Technology Products, including without limitation, referral to law enforcement, at any time without prior notice. We also have the right to terminate, withdraw or suspend your access to all or part of the Technology Products for any reason,

including without limitation, any violation of this Agreement. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone who violates any applicable federal, state, or local laws or regulations. YOU HEREBY WAIVE, DEFEND, INDEMNIFY AND HOLD HARMLESS KASASA, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES, OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER KASASA OR LAW ENFORCEMENT AUTHORITIES. We do not undertake to review all material before it is posted on the Technology Products. Accordingly, you acknowledge that we assume no liability or responsibility for any inaction regarding communications or Content provided by any user or third party, or for performance or nonperformance of the activities described in this section. We reserve the right to suspend, withdraw, amend or discontinue the Technology Products, in our sole discretion and without notice to you. We may restrict access to part or all of the Technology Products at any time and for any reason.

### **COPYRIGHT, TRADEMARK AND OTHER INTELLECTUAL PROPERTY RIGHTS**

We own or have licensed all the Content of the Technology Products, and the Technology Products are protected by copyright and trademark law, international treaties, and other applicable laws and regulations. Except as otherwise expressly provided in this Agreement, you will not reproduce, distribute, modify, copy, create derivative works of, publicly display, publicly perform, republish, download, store, sell, license, alter, frame, or transmit any of the Content. We reserve the right to delete or disable Content alleged to be violating any copyright and trademark laws and take necessary steps to avoid continuous and repeated violations.

The Kasasa brand name and logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Kasasa or its affiliates or licensors. You cannot use such marks without the prior written permission of Kasasa. All other names, logos, product and service names, designs, and slogans on the Technology Products are the trademarks of their respective owners.

### **DISCLAIMER OF WARRANTIES**

YOU ACKNOWLEDGE THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT THE TECHNOLOGY PRODUCTS OR ANY FILES AVAILABLE FOR DOWNLOAD ON THE TECHNOLOGY PRODUCTS WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR INSTALLING AND IMPLEMENTING SUFFICIENT ANTI-VIRUS PROTECTION AND FOR MAINTAINING A MEANS EXTERNAL TO OUR TECHNOLOGY PRODUCTS FOR ANY RECONSTRUCTION OF ANY LOST DATA. YOU ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE (DDoS) ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE TECHNOLOGY PRODUCTS, YOUR DOWNLOADING OF ANY CONTENT, OR ON ANY WEBSITE LINKED TO THE TECHNOLOGY PRODUCTS. YOU AGREE THAT NEITHER WE NOR OUR SERVICE PROVIDERS WILL BE LIABLE FOR ANY ERRORS OR DELAYS IN THE CONTENT, OR FOR ANY ACTIONS TAKEN IN RELIANCE. YOUR USE OF THE TECHNOLOGY PRODUCTS IS AT YOUR OWN RISK. THE TECHNOLOGY PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER KASASA, NOR ANY PERSON ASSOCIATED WITH KASASA, MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE TECHNOLOGY PRODUCTS. WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **LIMITATION OF LIABILITY**

IN NO EVENT WILL KASASA, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE TECHNOLOGY PRODUCTS OR ANY WEBSITES LINKED TO THEM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **INDEMNIFICATION**

You acknowledge and agree that you are personally responsible for your conduct while using the Technology Products and agree to waive, defend, indemnify, and hold harmless Kasasa, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Agreement, any use of or contribution to the Technology Products, or information obtained from the Technology Products other than as expressly authorized in this Agreement. Your obligation under this paragraph will survive termination of this Agreement.

## **SEVERABILITY; WAIVER**

In the event any of the terms or provisions of this Agreement is held to be unenforceable or conflicts with the law under which this Agreement is to be construed, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms and provisions shall not in any way be affected or impaired.

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of any rights or remedies.

## **GOVERNING LAW**

All matters relating to this Agreement, and any dispute or claim arising therefrom or related thereto, shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule.

## **ALTERNATIVE DISPUTE RESOLUTION**

If a dispute, controversy, or claim arises out of or relates to this Agreement, or the breach, termination or invalidity hereof (each a "**Dispute**"), you agree to the exclusive mechanism of resolving any Dispute that may arise from time to time pursuant to this section and that you are waiving and forfeiting rights to file a lawsuit and to a trial.

You agree to notify us (see "Contact Us" below) of any issue or Dispute by providing information regarding the Dispute. Upon receipt of such notice, the parties will attempt in good faith to negotiate a resolution of the Dispute prior to pursuing other available remedies. If the Dispute is not resolved within 90 days from the date of notice, either party may initiate mediation upon written notice to the other party, and both parties will settle the Dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association. The Dispute will be

mediated by a mutually acceptable mediator and neither party may unreasonably withhold consent to the selection of a mediator.

Thereafter, if the parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within 90 days after the escalation to mediation, either party may commence binding arbitration in accordance with the provisions of the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Any Dispute shall be finally resolved by arbitration. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.

Both parties will share the costs of the mediation and/or arbitration equally, except that each party shall bear its own costs and expenses, including but not limited to, attorney's fees, witness fees, travel expenses, and preparation costs. Any and all mediations and arbitrations will take place in Travis County, Texas. All discussions, correspondence, and negotiations pursuant to the Dispute will be treated as confidential information developed for the purpose of settlement and shall be exempt from discovery or production and shall not be admissible.

#### **Limitation on Time to File Claims**

ANY DISPUTE YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TECHNOLOGY PRODUCTS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DISPUTE ACCRUES; OTHERWISE, SUCH DISPUTE IS PERMANENTLY BARRED.

#### **COMMUNICATION**

If required, you agree to provide a valid email address and phone number, so that we may send you notices, information, or any communication arising from our obligations under this Agreement. Unless you instruct us otherwise, we will electronically send all notices or other communications to the email address(es) provided by you. If the email address(es) provided by you is invalid, we may send all notices or other communications electronically either by posting the information to our Technology Products or in any other manner permitted by law. Your use of the Technology Products may be limited, suspended, or terminated if you do not maintain accurate contact information or if we cannot verify your identity. We are not responsible for any errors or fees incurred if you do not provide accurate contact information.

#### **CONTACT US**

If you have any questions or concerns, please contact us at:

Kasasa, LTD  
6504 Bridge Point Parkway, Suite 500  
Austin, Texas 78730  
KasasaSupport@kasasa.com

## THIRD PARTY TERMS

### PARTNERSHIP WITH DWOLLA, INC.

Your use of the Technology Products may require the use of Dwolla. In such instances the following terms and conditions apply:

You must open a Dwolla platform account provided by Dwolla, Inc (“**Dwolla**”) for Kasasa Loans and Kasasa Loans+, and you hereby accept the Dwolla Terms of Service and the Dwolla Privacy Policy. Any funds held in the Dwolla account are held by Dwolla’s financial institution partners as set out in the Dwolla Terms of Service. You authorize us to share your identity and account data with Dwolla for the purposes of opening and supporting your Dwolla account, and you are responsible for the accuracy and completeness of such data. You acknowledge that you will access and manage your Dwolla account through our Technology Products, and Dwolla account notifications will be by us, and not Dwolla directly. We will provide customer support for your Dwolla account activity, and we can be reached at the information provided under the “Contact Us” paragraph.

### PARTNERSHIP WITH PLAID TECHNOLOGIES, INC.

Your use of the Technology Products may require the use of Plaid. In such instances the following terms and conditions apply:

We use Plaid Technologies, Inc. (“**Plaid**”) to gather end user data from Financial Institutions, you hereby grant both us and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information. You acknowledge and agree to the transferring, storing, and processing of your personal and financial information by us and Plaid in accordance with our Privacy Policy and the Plaid Privacy Policy.

Certain account-related statements and documents, some of which are required to be provided to you by law, can be accessed via the Technology Products. We are not responsible for non-delivery of these documents to you if you fail to maintain a valid email address, or if you fail to provide consent to your Financial Institution to receive such documents in electronic form (“**e-SIGN consent**”). If you do not provide or maintain a valid email address or e-SIGN consent with your Financial Institution, they may revoke your online-only statement and document status or change your delivery preference to U.S. Mail or any other manner permitted by law. For additional information regarding e-SIGN consent, please contact your Financial Institution.