



# TERMS OF USE

**DEFINITIONS.** Throughout this Agreement, these terms have the following meaning:

- "You," "your," and "account owner" refer to the Customer whether or not there are one or more Customers named on the account.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our fund's availability schedule.

**GENERAL AGREEMENT.** You understand that the following Account Agreement ("Agreement") governs your Savings account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The account opening Disclosures include the fees and charges applicable to the account, the interest rate(s) and applicable annual percentage yield (APY), compounding and crediting of interest, minimum balance requirements, and other pertinent information related to the account. The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

Bank is empowered to change Agreement unilaterally, including amending Terms and Rates unilaterally & changing regulations of current document.

Bank as a currency control agent in terms of legally defined powers performs foreign exchange control over exchange activity within Account conducted by Customer.

You understand that your checking account has been opened by us in partnership with the Invstr.

**FDIC INSURANCE.** This account is opened through Invstr, a business partner. Member FDIC. For purposes of applicable FDIC deposit insurance, all accounts opened through Invstr are deposits. and will be combined with any other deposits you may have Bank, N.A. for FDIC Insurance applicability.

**YOUR CHOICE OF ACCOUNT.** You understand your Savings Account has been opened by Us in partnership with Invstr. You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests. This account is an optional Savings Account which is only available to holders of an Invstr Checking Account.

**JOINT WITH RIGHT OF SURVIVORSHIP ACCOUNT.** The joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant(s). If there is more than one surviving joint tenant, then the account shall continue to be held as a joint account with right of survivorship. When there is only one surviving joint tenant, the account shall be treated as an individual account.

The responsible adult identified on the application, as the parent or guardian of the Minor and by signing this agreement, consent to Minor's participation in the services. The minor shall not be allowed access to conduct transactions on the account. Upon the minor reaching the age of majority, the custodian shall transfer the custodial property to the minor, the minor's estate, or the minor's beneficiary upon the earlier of the minor's

attainment of eighteen (18) years or the minor's death. If the property is not transferred by the earlier of the two, the financial institution within 90 days of the minor reaching the age of majority, a notice will be sent to the custodian. The financial institution will freeze the account and no further transactions will be allowed, until the custodian contacts Invstr to transfer the funds to the minor. The minor may make a request to the financial institution, at the age of 18 or older, to have this account closed and funds transferred to them.

**INDIVIDUAL ACCOUNT.** The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

**TRANSFERS AND ASSIGNMENTS.** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

**MULTIPLE ACCOUNT OWNERS.** If there is more than one account owner for your account, all deposits are the property of the person(s) indicated on the account. We may release all or any part of the amount in the account to honor checks, orders, or other items, or withdrawals or requests from any person named on this account. However, the number of signatures on the Account Information form must be met. Any person named on the account is liable for an amount equal to the overdrawn balance plus any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may also freeze the account upon receipt of notice of the death or incapacity of an account owner until we have received all necessary documentation to establish to whom payment should be made. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

**POWER OF ATTORNEY.** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment. The person executing the power of attorney will be referred to as the principal and the person acting for the principal as the agent. We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the agent stating that the Power of Attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated.

**REGULATION D - TRANSACTION LIMITATIONS.** Federal regulation restricts the number of transfers or withdrawals you can make on a savings account and requires compliance with these restrictions. You understand that we will not allow more transfers or withdrawals than the maximum number specified in the disclosures. Certain transfer or withdrawals will count towards the transaction limitations.

**TRANSFERS OR WITHDRAWALS SUBJECT TO TRANSACTION LIMITATIONS.** This transaction limitation includes transfers or withdrawals made to a third party if made by: phone, fax, computer, or automatic transfers. The transaction limitation also includes transfers or withdrawals made to another account that you have with us if made by: phone; computer; or automatic transfers, including transfers for overdraft protection purposes. **If these restrictions are violated, we may be required to close your account.**

**TRANSFERS OR WITHDRAWALS NOT SUBJECT TO TRANSACTION LIMITATIONS.** There is no limitation to the number of transfers or withdrawals between the accounts you have with us if made by: ATM.

**UN-AUTHORIZED DEBITS.** You should guard information about your account (such as your routing number and your account number) very carefully. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

**DEPOSITS.** Deposits may be made in a form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, are available in accordance with the Disclosures.

**COLLECTION OF DEPOSITED ITEMS.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal

Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

**STATEMENTS.** We will produce and make available to you a periodic statement showing the account activity. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies. Reasonable promptness will not exist if you fail to notify us within 30 days after we make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we make the statement available to you, even if we failed to exercise ordinary care.

**ELECTRONIC STATEMENTS AND NOTICES.** You may have the option to have statements and notices regarding this account provided to you in an electronic form, to a designated e-mail address, upon your authorization. The authorization may be withdrawn at any time to return to mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your Disclosures.

**PROVISIONAL PAYMENT.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**INTERNATIONAL ACH TRANSACTIONS.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**NOTICE OF RECEIPT.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**CHOICE OF LAW.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

#### **STOP PAYMENTS.**

**STOP PAYMENT ON ACH DEBITS.** A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may

require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), *Nacha Operating Rules*, and any applicable state law.

**DEATH OR INCOMPETENCY.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it.

**NON-SUFFICIENT FUNDS AND OVERDRAFTS.** If your account lacks sufficient funds available to pay debit activity presented for payment as determined by the available balance in your account, we will return the item. The available balance is the amount of funds that you have in your account to spend. The available balance reflects pending credits or debits and transactions that have not yet cleared your account. For example, you have \$100 in your account and spend \$25 on groceries. The \$25 may show as a pending transaction, and your available balance is \$75. If you spend more than the available balance, then we may return the item without paying it. If we do pay the item on your behalf, you will be responsible to pay the overdrawn balance. We will process items in the order identified in your Truth In Savings Disclosure.

**PAYMENT OF INTEREST.** Interest will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account.

**FEES AND SERVICE CHARGES.** You agree to pay us and are responsible for any fees or charges as provided in the Disclosures provided to you at the time you opened the account.

**WITHDRAWAL NOTICE REQUIREMENTS.** We have the right to require seven days prior written notice from you of your intent to withdraw any funds from your account.

**SET-OFFS AND SECURITY INTEREST.** If you ever owe us money as a borrower, guarantor or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

**CLAIMS.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(is) any amount on deposit in your account(s) as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

**DORMANT/INACTIVE ACCOUNTS.** You understand that if your account is dormant or inactive, we may charge fees specified in the Disclosures and cease any interest payments to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

**ATTORNEYS' FEES AND EXPENSES.** You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**LEGAL PROCESS AGAINST ACCOUNT.** You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

**CLOSING ACCOUNT.** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay any electronic debit which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send you the available funds in our possession to which you are entitled.

**OUR WAIVER OF RIGHTS.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

**YOUR WAIVER OF NOTICE.** You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account.

**NOTICE.** You are responsible for notifying us of any address or name changes, death of an account holder, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

**TELEPHONE AND ELECTRONIC COMMUNICATION.** You agree that we, Invstr, or any affiliate or agent or Invstr, may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an auto dialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**ONLINE OR MOBILE SERVICES.** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

**AMENDMENTS AND ALTERATIONS.** You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent email address shown on the account records or made available electronically upon signing into the app.