

Bambu Terms of Use

Last Modified: June 1, 2021

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE INCORPORATED INTO THE TERMS POSTED TO THE SERVICE FROM TIME-TO-TIME. IF YOU DO NOT AGREE TO THESE TERMS OR ANY MODIFIED VERSION, STOP USING THE SERVICE IMMEDIATELY.

BY USING OR ACCESSING THE SERVICE, YOU AFFIRM YOU ARE AT LEAST 18 YEARS OF AGE.

IF YOU ARE A BAMBU APP USER LOCATED IN THE UNITED STATES, THESE TERMS OF USE CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 16. IT AFFECTS HOW DISPUTES ARE RESOLVED. Bambu Systems, LLC provides a mobile banking application that gives users access to mobile banking services. The mobile banking application permits customers (consumers who are prepaid account owners) of our sponsor bank, Metropolitan Commercial Bank (or such other sponsor bank as Bambu may use in the future), to perform a number of banking functions and access to bank products through the use of a mobile device (e.g., smartphone or tablet).

SECTION 1. DEFINITIONS

“**App**” means the Bambu mobile app (together with any Products, features, and tools available therein, and successor app(s) thereto).

“**Bambu**,” “**we**,” “**us**” or “**our**” means Bambu Systems, LLC and its affiliates, agents and assigns worldwide.

“**Location**” means information that may be collected by certain mobile applications that identifies your physical location.

“**Products**” or “**Banking Services**” means the prepaid account, bill payment, top-up and any other products or services provided through the Service, including any application or information relating to such products or services.

“**Service**” or “**Services**” means the App, the Products accessible by the App together with the Site.

“**Site**” means the Bambu site currently located at <https://mybambu.com> (together with any Products available therein, and any related or successor website(s) thereto, including blogs, forums, features, tools or other discussion or informational websites).

“**Terms**” means these Terms of Use or this Agreement including any additional terms and conditions made available by us through the Service, or otherwise made available to you by us.

“**You**” or “**your**” means any user of the Service.

When the word “including” or “includes” are used in these Terms they mean “including but not limited to” or “includes but is not limited to.”

SECTION 2. GENERAL

a. By downloading the App, using, accessing or registration to the Service, including the Banking Services you are agreeing to these Terms which are governed by this Agreement and our Privacy Policy <https://mybambu.com/privacy-policy/> which is incorporated by reference. Please review the Privacy Policy to understand how we collect, use, disclose and protect your personal information. The Privacy Policy is part of and is governed by this Agreement, and by agreeing to this Agreement, you agree to be bound by the terms of the Privacy Policy and agree that we may use information collected from you in accordance with its terms. These Terms apply to any use by you of the Service. For example, these Terms apply: (i) when you download the App to a mobile device, whether or not you register to use the App or open a prepaid account accessible by the App or (ii) when you sign up or use for one or more Products. If you sign-up for a Product, you may be required to acknowledge and agree to be bound by additional terms and policies for that Product.

b. You agree to provide accurate, current and complete information when you register as a user of the Service and when you sign up for a Product. You further agree to promptly update Your Personal Information (defined below) when it changes.

c. Some functionality of the Service will involve the collection and transmission of information that identifies you (including information that we obtain directly from your computer or device) or information related to or about your account (collectively “**Your Personal Information**”). Please review our Privacy Policy and Privacy Notice and any privacy notice or disclosure relating to the Product you apply for or obtain through the Service for more information about how we or our third-party providers collect, use and share Your Personal Information. By using the Service, you are consenting to the Service’s Privacy Policy.

Location settings are utilized for the following financial transactional purposes:

1. Account opening to verify account holder is in the USA
2. View Direct Deposit Information
3. View Debit Card Information
4. Perform Peer to Peer Transfer
5. Perform Bank Transfer
6. Perform Retail Cash Deposit
7. Perform Link to External Bank Account
8. Perform Bill Payment
9. Perform Mobile Device top up

SECTION 3. **CHANGES; CONFLICTS**

We may, at any time in our sole discretion, change or discontinue all or any portion of the Service, the availability of any Products or the Terms from time to time. If we make a material change to these Terms, we will provide you with at least thirty (30) days’ notice prior to the effective date of the changes by sending an email to the email address we have on file and by posting revised Terms through the Service. It is therefore very important that you make sure we have a current email address for you on file so that you will receive notice of any material changes. In addition, if you want to continue to use the Services, you may be required to affirmatively accept the revised Terms the first time you use the Services and log in to your user account after the revised Terms take effect. By accepting the revised Terms or continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Terms. If any changes to the Terms are not acceptable to you, you must terminate your account and stop using the Services. You can review the most current version of the Terms at any time by visiting the link at www.mybambu.com. Any such modifications will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms incorporating such changes, or otherwise notified

you of such modifications. To the extent that there is a conflict between these Terms and the terms of any Product, the terms of the Product will govern.

SECTION 4. **ELIGIBILITY**

You must be an individual of at least 18 years of age and reside in the United States in order to use the Service. The Service is controlled and operated from the United States and is not intended to subject us to any non-U.S. jurisdiction or law. The Service may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Service is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Service's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

SECTION 5. **SERVICE**

(a) **Registration:** You must register for our Services by first downloading the App, creating a Bambu mobile banking application prepaid account (“**Account**”) and providing us your complete and accurate contact information and your current mobile phone number. You must agree to keep all Account information current and accurate at all times. If you change your mobile number, you must update your mobile phone number by using our in-app “change number” feature, which can be accessed in the Mobile App. You expressly agree to receive text messages and phone calls (from us or our third-party providers) providing verification codes to complete your registration for our Services.

(b) **Representations:** By creating an Account, you represent and warrant that:

- i. You are at least 18 years old, and have the legal capacity to form a binding contract with Bambu;
- ii. Your use and access of the Services will not violate any applicable laws or regulations;
- iii. You agree to keep all Account information current and accurate at all times;
- iv. You will safeguard and keep your password confidential; and
- v. You will immediately notify us if you believe your password has been stolen or if there has been any unauthorized use of or access to your Account.

(c) **Address Book:** You expressly acknowledge and agree that in order to provide the Services, Bambu may (only if you opt in) access your mobile phone address book or contacts on a regular basis. If you opt in you confirm you are authorized to provide us such numbers to allow us to provide our Services. We collect names, address, email addresses and mobile phone numbers.

(d) **Devices and Software/Consent to Automatic Updates:** You are responsible for obtaining the devices, software, and data connections that are required to use our Services, and that are not provided as part of the Services. For as long as you use our Services, you consent to downloading and installing updates to our Services, including automatically downloading and installing applicable updates. You further acknowledge that the availability of our Services is dependent on your Internet Service Provider (“**ISP**”), your mobile carrier, and your mobile device. You are responsible for ensuring you comply with your ISP's and mobile carrier's applicable terms and agreements, including any data and usage terms.

(e) **Fees and Taxes:** You are responsible for your carrier data plan and other fees and taxes associated with your use of our Services. We do not charge a fee for the account. However, in connection with your use of any Services we will provide you with information about the applicable fees and any additional terms that are applicable to the paid Services prior to charging for any Services, and you will not be charged for the Services unless you agree to the applicable fees and additional terms.

SECTION 6. COMMUNICATIONS FROM BAMBU

In accordance with our Privacy Policy, we may use the information that you have provided to us to communicate with you, including by sending you messages concerning your Account or transactions, and marketing communications. You may receive emails to the email address or mobile number you provide to us.

(a) **SMS and Text Messaging:** By downloading or using the App, you expressly agree to receive text messages and phone calls (from us or our third-party providers) in order to provide our Services. You hereby certify that you are the account holder for any mobile phone number(s) you may supply to Bambu. Message and data rates under your own plan with your phone carrier may apply for any text messages. You expressly agree to receive text messages and phone calls (from us or our third-party providers) providing verification codes to complete your registration for or to use our Services. If your mobile phone is off, out of range or subject to a variety of other conditions, you may not receive the message or messages may be delayed. Wireless carriers are not liable for delayed or undelivered messages.

(b) **Email Marketing Communications:** You may opt out of any email marketing communications that Bambu sends to you by following the instructions provided in the applicable email marketing communications you receive, or contacting us at customercare@mybambu.com. Transactional e-mail communications about your account or our Service are not considered “marketing” communications and you understand and agree that we will continue to send you email communications concerning your account or transactions even if you have opted out of receiving email marketing communications.

(c) **Management of Communications Preferences:** You acknowledge and agree that you may need to separately manage your communication preferences for each communication method. While we use reasonable efforts to offer convenient methods for you to manage your communications preferences, you may need to separately adjust your preferences for each type of communication.

SECTION 7. USE OF OUR SERVICES AND PROHIBITED CONDUCT

(a) **Compliance Obligations and Acceptable Use.** You must use our Services according to the Terms posted on our website at www.mybambu.com. You agree to access and use our Services only for legal, authorized and acceptable purposes. Your use of the Services must comply with all applicable laws, rules and regulations.

(b) **Prohibited Conduct.** You must not cause harm to, or otherwise interfere with, the Services. You agree that you will not use (or assist others in using) our Services to or in ways that:

- i. violate, misappropriate, or infringe our rights, or the rights of our users, or others, including privacy, publicity, intellectual property, or other proprietary rights;
- ii. would be obscene, defamatory, threatening, abusing, stalking, defaming, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes;
- iii. violate applicable laws, rules or regulations;
- iv. engage in any non-personal use of our Services;
- v. access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means;
- vi. reverse engineer, alter, modify, create derivative works from, decompile, disassemble, or extract code from our Services;
- vii. send, store, or transmit viruses or other harmful computer code through or upload onto our Services;
- viii. gain or attempt to gain unauthorized access to our Services or systems;
- ix. interfere with or disrupt the integrity or performance of our Services, or interfere with or disrupt the access of any user, host or network through any means, including by overloading, flooding or spamming;
- x. create accounts for our Services through unauthorized or automated means;
- xi. misuse passwords, or gain unauthorized access another user's account;
- xii. collect the information of or about our users in any impermissible or unauthorized manner;
- xiii. sell, resell, rent, or charge for our Services;
- xiv. distribute or make our Services available over a network where they could be used by multiple devices at the same time; or
- xv. use "crawlers," "spiders" or other technology to index or "scrape" any page, data, or portion of or relating to the Services.

(c) **Keeping Your Account Secure.** You are responsible for keeping your device and your Account safe and secure, and maintaining the confidentiality of your username, password, and account. We expressly disclaim any liability arising from the unauthorized use of your Account. You must notify us promptly of any actual or suspected unauthorized use or security breach of your account or our Services.

(d) **Your Proprietary Rights.** By uploading information to the Service or submitting any materials to us, you automatically grant (or warrant that the owner of such rights has expressly granted) Bambu a perpetual, worldwide, royalty-free, irrevocable, nonexclusive right and license to use, reproduce,

modify, display, adapt, publish, and translate your information to enable us to operate the Services and to make your information accessible to you and other users.

SECTION 8. **THIRD PARTY LINKS AND SERVICES**

Our Services may contain links to or allow you to access, use, or interact with third party websites, apps, content, and other products and services (“**Third Party Services**”). Please note that when you use Third Party Services, their own terms and privacy policies will govern your use of those services. These Terms and our Privacy Policy do not apply to your access or use of Third Party Services. Nor does a link to any Third Party Service imply an endorsement by Bambu of those services. Bambu has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Third Party Services. You acknowledge and agree that Bambu shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any applicable Third Party Service.

SECTION 9. **THIRD PARTY APP STORES**

You acknowledge and agree that the availability of the Services may be dependent on third party websites or mobile applications from which you download the Services, *e.g.*, the Apple App Store or Google Play Store (each a “**Third Party App Store**”). You acknowledge that this Agreement is between you and Bambu and not with the applicable Third Party App Store. Each Third Party App Store may have its own terms and conditions to which you must agree before downloading the Services from it. You agree to comply with, and your license to use the Services is conditioned upon, your compliance with the applicable Third Party App Store terms and conditions. To the extent that other terms and conditions from the applicable Third Party App Store are less restrictive than, or otherwise conflict with, this Agreement, the more restrictive or conflicting terms and conditions in these Terms will apply.

SECTION 10. **OUR INTELLECTUAL PROPERTY RIGHTS**

We own or have licensed all copyrights, trademarks, domains, logos, trade dress and other intellectual property rights associated with our Services. The works of authorship contained in the Site including all design, text, logos, marks and images (“**Content**”) are owned by Bambu, except as otherwise expressly stated on the Site and/or Services. Except as otherwise expressly stated herein, the Site and Services may not be copied, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner without our prior written consent. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights. In addition, any software that may be made available by or on behalf of Bambu in connection with the Services, contains proprietary and confidential information that is protected by intellectual property laws and other laws. The Services are licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services.

SECTION 11. **OUR MANAGEMENT OF THE SERVICES**

(a) **Our Right to Manage the Services:** We reserve the right, but do not undertake the obligation to: (i) monitor or review the Services for violations of these Terms and for compliance with our policies; (ii) report to law enforcement authorities and/or take legal action against anyone who violates these Terms; (iii) refuse, restrict access to or the availability of, or modify, remove, delete, edit or disable

any or all features or functionality of the Services at any time with or without notice; (iv) manage the Services in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of the Service; (v) screen our users or members, or attempt to verify the statements of our users or members and/or (vi) terminate or suspend your use of the Services for violating these Terms or otherwise as we may determine is necessary. If we terminate or disable your account for a violation of these Terms, you will not be allowed to create another account without our permission.

(b) Our Right to Terminate Users: WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY REMEDY WE MAY HAVE UNDER LAW OR IN EQUITY, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES TO ANY PERSON AND TO ANY ACCOUNT FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION. YOU AGREE THAT WE ARE NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE SERVICES, IN WHOLE OR IN PART.

SECTION 12. USE OF YOUR INFORMATION

Our Privacy Policy <https://mybambu.com/privacy-policy/> explains our information practices and how we may use and share your Personal Information. By accepting these Terms and our Privacy Policy, you acknowledge and agree that we may disclose and transfer any information that you provide us (i) to our agents, affiliates, vendors, and third party service providers; (ii) to any other person or entity with your consent; (iii) if we have a right or duty to disclose or are permitted or compelled to so disclose such information by law and (iv) in all other circumstances described in the Privacy Policy. You consent to the transmission, transfer or processing of such information to, or through, any country in the world, as we deem necessary or appropriate and by using and providing information through this Site you agree to such transfers. Use of the Services, including any information pertaining to your web behavior, browsing activities, and/or patterns or characteristics concerning your interaction with the Site, may be monitored, tracked and processed by us. Anyone using the Site expressly consents to such monitoring, tracking and recording.

SECTION 13. SECURITY

Bambu has certain technical, administrative, and physical security measures in place to protect your Personal Information. If you believe that the security of your Personal Information on our Services has been compromised, please contact us immediately at customercare@mybambu.com. You understand that your information may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

SECTION 14. DISCLAIMERS

(a) Information and Materials on the Site: WE MAY DISCONTINUE OR MAKE CHANGES IN THE INFORMATION, PRODUCTS OR SERVICES DESCRIBED ON THE SITE AT

ANY TIME WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY TO YOU. INFORMATION ON THE SITE IS PUBLISHED AS OF ITS DATE ONLY, AND WE DO NOT UNDERTAKE ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND ANY SUCH INFORMATION. NOR DO WE IN ANY WAY GUARANTEE THE QUALITY, ACCURACY, DATA CONTENT, ARTISTIC WORTH OR LEGALITY OF INFORMATION, CONTENT, OR MATERIAL THAT ARE TRANSFERRED, MADE AVAILABLE OR OBTAINED BY WAY OF THE SITE OR THE SERVICES. WE RESERVE THE RIGHT TO TERMINATE ANY OR ALL SITE OFFERINGS OR TRANSMISSIONS WITHOUT PRIOR NOTICE TO THE USER. FURTHERMORE, BY OFFERING THIS WEBSITE AND INFORMATION, PRODUCTS OR SERVICES USING THIS SITE, NO DISTRIBUTION OR SOLICITATION IS MADE BY US TO ANY PERSON TO USE THE WEBSITE OR SUCH INFORMATION, PRODUCTS OR SERVICES IN JURISDICTIONS WHERE THE PROVISION OF THE SITE AND SUCH INFORMATION, PRODUCTS OR SERVICES IS PROHIBITED BY LAW.

(b) Potential Disruption of Services: Access to the Site and/or Services may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- Hardware failure, including failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- Software failure, including bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- Overload of system capacities; and
- Any other cause (whether similar or dissimilar to any of the foregoing) that is beyond our control.

(c) Disclaimer of Warranties: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICES. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND FREEDOM FROM DEFECTS, COMPUTER VIRUSES OR OTHER HARMFUL CODE OR COMPONENTS, WITH REGARD TO THE SERVICES DESCRIBED OR PROVIDED. WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, SAFE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE”

BASIS. SOME OR ALL OF THE EXCLUSIONS ABOVE MAY NOT APPLY TO YOU DEPENDING ON THE JURISDICTION IN WHICH YOU RESIDE.

SECTION 15. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE, OUR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, VENDORS, SERVICE PROVIDERS, AFFILIATES OR AGENTS (“**REPRESENTATIVES**”) OR SPONSOR BANK BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, SAVINGS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES ARISING FROM OR RELATING TO THE SERVICES, WHETHER OR NOT WE HAVE BEEN INFORMED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. EACH OF BAMBU’S, ITS REPRESENTATIVES’, AND THE SPONSOR BANK’S TOTAL CUMULATIVE LIABILITY FOR ANY DIRECT DAMAGES, PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF LIFE OR ANY OTHER DAMAGES NOT EXCLUDED OR PRECLUDED PURSUANT THIS SECTION 16, ARISING FROM OR RELATED TO THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT NEVER TO EXCEED ONE HUNDRED DOLLARS (\$100.00).

BAMBU DISCLAIMS ALL LIABILITY OF ANY KIND OF ITS LICENSORS AND SUPPLIERS.

THIS SECTION SHALL APPLY EVEN IF BAMBU AND/OR ANY OF ITS REPRESENTATIVES IS FOUND LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICES; (II) ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED, OR DUE TO BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED OR LIMITED WARRANTY, NEGLIGENCE OF ANY KIND OR DEGREE, SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, STRICT PRODUCT LIABILITY, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER LEGAL THEORY OF LIABILITY OR MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN THOSE STATES OR JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF BAMBU, ITS REPRESENTATIVES, OR THE SPONSOR BANK IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW.

SECTION 16. INDEMNIFICATION

You acknowledge and agree that you are personally responsible for your conduct while using the Services, and to the fullest extent permitted by applicable law, except as otherwise provided in these Terms, you agree to indemnify, defend and hold harmless us, our Representatives and Sponsor Bank from and against all claims, losses, expenses, liabilities, damages and costs (including, but not limited to, court costs, legal fees, awards or settlements, and direct, incidental, consequential, exemplary and/or indirect damages), and reasonable attorneys’ fees, resulting from or arising out of your use, misuse, errors, or

inability to use the Services, any misrepresentation made by you or any violation by you of these Terms. Notwithstanding the foregoing, the indemnification shall not apply to claims based on our own willful, wanton, or intentional misconduct.

You further agree that you will cooperate as fully as required by us in the defense or settlement of any claim that is subject to the foregoing indemnification obligation.

Notice to New Jersey Users

Notwithstanding any of these Terms, if any of the provisions set forth in Sections 15 and 16 are held unenforceable, void or inapplicable under New Jersey law, then any applicable provision shall not apply to you but the rest of these Terms shall remain binding on you and Bambu. In addition, for New Jersey residents, the limitation on liability is inapplicable where attorneys' fees, court costs, or other damages are mandated by statute. Notwithstanding any provision in these Terms, nothing in these Terms is intended to, nor shall it be deemed or construed to limit any rights available to you under the Truth-in-Consumer Contract Warranty and Notice Act.

Notice to California Users

Under California Civil Code Section 1789.3, users located in California are entitled to the following consumer rights notice: If a user has a question or complaint regarding the Services, please send an email to customercare@mybambu.com. Users may also contact us by writing to 6525 Quail Hollow Road, Suite 300, Memphis Tennessee 38120, USA, attention Chief Compliance Officer. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of consumer Affairs by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

SECTION 17. DISPUTE RESOLUTION; SPECIAL ARBITRATION PROVISION FOR UNITED STATES USERS

Please Read This Following Clause Carefully – It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court

(a) **Initial Dispute Resolution:** We are available by email at customercare@mybambu.com to address any concerns you may have regarding your use of the Services. Most concerns may be quickly resolved in this manner. You and we agree to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

(b) **Agreement to Binding Arbitration; Initiation of Arbitration Proceeding/Selection of Administrator:** If we do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to Section 17(a) above, then either party may initiate binding arbitration. All claims arising out of or relating to this Agreement (including its formation, performance and breach), the parties relationship with each other and/or your use of the Service shall be finally settled by binding arbitration pursuant to this Arbitration Provision and administered by Judicial Arbitration and Mediation Services (“**JAMS**”) in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “**Code**”), excluding any rules or procedures governing or permitting class actions. Each party will have the right to use legal counsel in connection with arbitration at its own expense. The parties shall select a single neutral arbitrator in accordance with the JAMS Streamlined

Arbitration Rules and Procedures. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of the Agreement, including, but not limited to, any claim that all or any part of the Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be final and in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of the Agreement shall be subject to the Federal Arbitration Act. The JAMS rules governing the arbitration may be accessed at <https://www.jamsadr.com/adr-rules-procedures> or by calling 1-800-352-5267.

(C) **Significance of Arbitration:** THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. UNLESS YOU ELECT TO OPT OUT IN ACCORDANCE WITH SECTION 17(I) BELOW, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE. THE PARTIES UNDERSTAND THAT THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION; THE ARBITRATOR SHALL NOT CONDUCT A CLASS ARBITRATION OR A JOINT ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(d) **Class Action and Class Arbitration Waiver; Restrictions on Arbitration:** YOU AND BAMBU EACH FURTHER AGREE THAT ANY ARBITRATION SHALL BE CONDUCTED IN OUR RESPECTIVE INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION, AND YOU AND BAMBU EACH EXPRESSLY WAIVE OUR RESPECTIVE RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in Section 17(b) shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

(e) **Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. **If you initiate arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars (\$250.00), we will pay the additional cost. If we are required to pay the additional cost of the filing fees, you should submit a request for payment of fees to JAMS along with your form for initiating the arbitration, and we will make arrangements to pay all necessary fees directly to JAMS. We will also be responsible for paying all other arbitration costs arising in connection with the arbitration, other than costs incurred by you for legal counsel, travel and other out-of-pocket costs and expenses not constituting fees or amounts payable to JAMS. You will not be required to pay fees and costs incurred by us if you do not prevail in arbitration. We will also pay JAMS to reimburse you for any portion of the**

\$250 filing fee that is more than what you would otherwise have to pay to file suit in a court of law. You understand that, in some instances, the costs of arbitration could exceed the costs of litigation.

(f) **Survival:** This Arbitration Provision shall survive termination of your use of the Services, and any bankruptcy by you or us.

(g) **Exception - Small Claims Court Claims:** Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

(h) **Exception – California Private Attorneys General Act (PAGA) Action:** Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a court of law for a claim arising under California's Private Attorneys General Act.

(i) **30 Day Right to Opt-Out:** You can opt out of this agreement to arbitrate by sending a written letter to us at P.O. Box 71221, Philadelphia, PA 19176-6221 within thirty (30) days of first registering your Account, or within thirty (30) days of any subsequent modification to the arbitration agreement set forth in this Section 18. Your letter to opt-out of arbitration must include your (a) name, (b) username, (c) mailing address, (d) email address, and (e) express request to opt-out from the arbitration agreement set forth in this Section 17. If you opt-out of this agreement to arbitrate consistent with the procedure set forth above, all other terms and conditions set forth in the Agreement shall continue to apply to your use of the Service.

(j) **Exclusive Venue for Litigation:** To the extent that the arbitration provisions set forth in Section 17(b) do not apply, or if you have opted out of arbitration, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in New York County, New York (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in New York County, New York for any litigation other than small claims court actions. In the event of litigation relating to the Agreement, the parties agree to waive, to the maximum extent permitted by law, any right to a jury trial, except where a jury trial waiver is not permissible under applicable law.

SECTION 18. OTHER PROVISIONS

(a) **Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO NEW YORK'S CHOICE OF LAW RULES) EXCEPT TO THE EXTENT PREEMPTED OR GOVERNED BY FEDERAL LAW.**

(b) **Availability and Interruptions of our Services:** Our Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. Events beyond our control may affect our Services, such as events in nature and other force majeure events. You acknowledge and agree that you are not entitled to any compensation related to any interruptions to our Services. We do not offer a service level or uptime guarantee with our Services.

(c) **Entire Agreement:** Unless a mutually executed agreement between you and us states otherwise, these Terms make up the entire agreement between you and us regarding Bambu and our Services, and supersedes any and all prior or contemporaneous communications and proposals, whether electronic, oral or written between the parties and with respect to any Services provided by Bambu. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies, guidelines, or rules that may apply when you use the Services, or use or access the services, content or software of our affiliates, third parties or collaborating partners, or enter our sweepstakes, promotions, or contests.

(d) **Translations of this Agreement:** These Terms are written in English (U.S.) and Spanish. Any Spanish translated version is provided solely for your convenience. To the extent any translated version of these Terms Agreement conflicts with the English version, the English version controls.

(e) **Assignment:** All of our rights and obligations under these Terms are freely assignable by us to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner. You may not assign, delegate or transfer any of your rights or obligations under these Terms to anyone else without our prior written consent.

(f) **No Third Party Beneficiaries:** Except as contemplated herein, this Agreement does not give any third party beneficiary rights.

(g) **Waiver/Severability:** If we fail to enforce or exercise any right or provision of these Terms, it will not be considered a waiver of such right or provision. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions.

(h) **Reservation of Rights:** We reserve all rights not expressly granted by us to you.

(i) **Consumer Rights:** In certain jurisdictions, you may have legal rights as a consumer, and these Terms are not intended to limit any consumer legal rights that may not be waived by contract.

(j) **Headings:** The section titles in these Terms are for your convenience only and have no legal or contractual effect.

(k) **No Modifications by Our Employees:** If any of our employees offers to modify these Terms, he or she is not acting as an agent for us or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from our employees or anyone else purporting to act on our behalf.

(l) **Survival:** The following provisions will survive any termination of this Agreement or your relationship with Bambu: “Changes; Conflicts” (Section 3), “Limitation of Liability” (Section 15), “Indemnification” (Section 16), “Dispute Resolution; Special Arbitration Provision for United States Users” (Section 17) and “Other Provisions” (Section 18).

(m) **Contact Information:** If you have any questions about this Agreement or your account, please contact us at customercare@mybambu.com.

(n) **Apple-Specific Terms:** If you are using an iOS version of the Service, the following shall apply: In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any software application made available as part of the Service that is compatible with the iOS operating system of Apple Inc. (“**Apple**”). For purposes of this subsection, such application is referred to as the “**App**.” Apple is not a party to these Terms and does not own and is not responsible for the App. Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to us using the contact information above. The license you have been granted herein is limited to a non-transferable license to use the App on an Apple-branded product that runs Apple’s iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple’s App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple’s subsidiaries are third party beneficiaries of these Terms and, upon your acceptance of the terms and conditions of these Terms, will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof; notwithstanding the foregoing, our right to enter into, rescind or terminate any variation, waiver or settlement under these terms is not subject to the consent of any third party

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BAMBU’S PRIVACY POLICY & CALIFORNIA CONSUMER PRIVACY ACT (“CCPA”) PRIVACY STATEMENT

Rev. 3/27/2020

This Bambu Privacy Act Notice which includes the California Consumer Privacy Act Notice Notice¹ (collectively, “**Notice**” or “**Policy**”) applies to the Bambu Systems, LLC (hereinafter, “**Bambu**”, “**we**”, “**our**” or “**us**”) visitors to our website at <https://www.mybambu.com/> any other websites to which this Privacy Policy is posted (collectively, the “**Site**”), users of our mobile banking application that provides access to mobile banking services (the “**Bambu App**”), and any other web property to which this Policy is linked. These services permit consumers who are prepaid account holders at our sponsor bank, Metropolitan Commercial Bank (or such other sponsor bank as Bambu may use in the future) (“**Sponsor Bank**”), to perform banking functions and services (“**Services**”) through the use of an Apple or Android

¹ Privacy Notice – View or download the [California Consumer Privacy Act Notice](https://mybambu.com/privacy-policy/) at <https://mybambu.com/privacy-policy/>

mobile device (e.g., smartphone or tablet). Bambu’s principal address is 6525 N. Quail Hollow Road, Suite 300, Memphis Tennessee 38120, USA.

This Notice describes how we may collect, store, use, share and protect the personal information about consumers, including California residents, who visit our Site and users (the “users”, “you” or “your”) of the Bambu App in connection with any services, content, communications, and product features (services and products accessed by the Bambu App and the Site, the “Services”). The following terms may change at any time, so we suggest you consult them periodically by visiting this Notice on the Bambu App or Site.

The Notice also explains certain rights that California residents have under the California Consumer Privacy Act (the “CCPA”). This Notice explains how California residents can exercise their rights under the CCPA to request that we: (1) provide certain personal information that we have collected about them during the past 12 months, along with related information described below or (2) delete certain personal information that we have collected from them.

This Notice applies to information about consumers, including residents of California. However, if you are not a resident of California, we will not process your request as described in this Notice. We reserve the right to change the practice of not accepting such requests from individuals who are not California residents at any time and without prior notice.

Under this Notice, including the CCPA, “personal information” is information that identifies, relates to, or could reasonably be linked with a particular consumer, including a California resident or their household. This information is referred to in this Notice as “Personal Data.” or “Personal Information”. This Notice explains how we collect, use, and disclose personal information about consumers, including California residents or their household.

Some information is **NOT** Personal Data:

- De-identified information. Information delinked and disassociated from any identifying information that cannot be reidentified is not Personal Data.
- Aggregated information. If a set of Personal Data is sorted into conclusions about a group, and the individual consumer identities have been removed and are not linked or reasonably linkable to a consumer or household, it is not Personal Data.

This Notice covers our privacy practices only. This Notice does not apply to the practices of third-party websites, services or applications, including third parties with whom we partner or use such as our Sponsor Bank. These third-party services are governed by each such third party’s privacy policy. We are not responsible for the privacy policies and practices of websites other than that of ours, and we are not responsible for the failure of unaffiliated third parties to honor their privacy obligations. The Sponsor Bank privacy policy will apply to information you provide in connection with opening and using your Bambu App account and in connection with your Bambu App account transactions.

Acceptance

This Notice is part of, and is governed by, our Bambu Mobile App Terms of Use <https://mybambu.com/privacy-policy/> (the “Agreement”). Please read the Agreement, this Notice, and any other applicable policies carefully before you use our Services. Terms not defined in this Notice shall have the meanings given to them in our Agreement.

By accepting the Agreement and by downloading, registering and/or using the Bambu App, you acknowledge you have read, understood and agreed to the terms and conditions set forth in this Notice, and you agree and give your consent for us, our representatives, agents and/or third-party service providers to use, process, and disclose your Personal Data and any other information about you in the manner described in this Notice.

Changes to this Policy

If we make a material change to this Policy, we will provide you with at least thirty (30) days notice before the new version takes effect including by sending an email to the email address associated with your account. You are responsible for staying informed of any changes. It is therefore very important that you make sure we have a current email address for you on file so that you will receive notice of any material changes. In addition, if you want to continue to use the Services, you may also be required to affirmatively accept the revised Policy the first time you use the Services and log in to your user account after the new version takes effect. By accepting the revised Policy or continuing to access or use the Services after applicable changes become effective, you agree to be bound by the revised Policy. If any changes to the Policy are not acceptable to you, you must terminate your account and stop using the Services. You can review the most current version of the Policy at any time by visiting the link at www.mybambu.com.

FACTS	WHAT DOES BAMBU DO WITH YOUR PERSONAL INFORMATION?
WHY?	Companies choose how they share your Personal Information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your Personal Information. Please read this Notice carefully to understand what we do.
WHAT?	The types of Personal Information we collect and share depend on the product or Service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Credit history and credit scores When you are no longer our customer, we continue to share your information as described in this notice.
HOW?	Companies need to share customers' Personal Information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' Personal Information; the reasons Bambu chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES BAMBU SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes to offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	NO

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES BAMBU SHARE?	CAN YOU LIMIT THIS SHARING?
For our affiliates' everyday business purposes information about your transactions and experiences	YES	NO
For our affiliates' everyday business purposes information about your creditworthiness	NO	YES
For our affiliates to market to you	YES	YES
For nonaffiliates to market to you	NO	YES
Questions or to limit our sharing:	Call us at (833) 882-2628; or submit your request via email at customercare@mybambu.com	

WHO WE ARE	
Who is providing this notice?	Bambu Systems, LLC ("Bambu")
How does Bambu protect my personal information?	To protect your Personal Information from unauthorized access and use, we use security measures that comply with Federal law and industry standards. These measures include computer safeguards and secured files and buildings.
How does Bambu collect my personal information?	We collect your Personal Information, for example, when you: <ul style="list-style-type: none"> • Open an account or deposit money • Pay your bills • Use your prepaid card • We also collect your Personal Information from others, such as credit bureaus, affiliates, or other companies
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.

OTHER IMPORTANT INFORMATION
<p>Do Not Call Policy. This notice is the Bambu Do Not Call Policy under the Telephone Consumer Protection Act. We do not solicit via telephone numbers listed on the state or Federal Do Not Call lists, unless the law allows. Bambu employees receive training on how to document and process telephone marketing choices. Consumers who ask not to receive telephone solicitations from Bambu will be placed on the Bambu Do Not Call list and will not be called in any future campaigns, including those of Bambu affiliates.</p> <p>Call Monitoring and Recording. If you communicate with us by telephone, we may monitor or record the call.</p> <p><u>For Nevada residents only.</u> We are providing you this notice under state law. You may be placed on our internal Do Not Call List by following the directions in the "to limit our sharing" section. Nevada</p>

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law requires we provide the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 702.486.3132; email: aginfo@ag.nv.gov; Bambu Systems, LLC Address: P.O. Box 71221, Philadelphia, PA 19176-6221; Phone number: (833) 882-2628, email: customercare@mybambu.com.

For Vermont residents: Under Vermont law, we will not share information we collect about Vermont residents with companies outside of our company family, unless the law allows. For example, we may share information with your consent, to service your accounts or under joint marketing agreements with other financial institutions with which we have joint marketing agreements. We will not share information about your creditworthiness within our company family except with your consent, but we may share information about our transactions or experiences with you within our company family without your consent.

For California residents: Under California law, we will not share information we collect about you with companies outside of **Bambu**, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our companies to the extent required by California law.

Session Trackers: If you would prefer not to accept Session Trackers when using the Site, follow the instructions provided by your website or mobile browser (usually located within the “Help”, “Tools” or “Edit” facility) to modify your Session Tracker settings. Please note that if you disable Session Trackers, you may not be able to access certain parts of our Site and other parts of our Services may not work properly. As a result, we recommend that you leave Session Trackers turned on when accessing the Services because they allow you to take advantage of all of the Service’s features.

Geolocation data: You may opt out of the collection of location data at any time by changing your settings on your mobile Device. However, if you do so, certain features of the Services may not be available to you or the performance of certain features of the Services may be limited or not work at all.

Do Not Track Signals: Currently, we do not monitor or take any action with respect to Do Not Track signals or other mechanisms, which means that we collect information about your online activity both while you are using the Services and after you leave our Services.

Marketing: California law permits California residents to ask us for a notice that identifies the categories of Personal Information that we share with our affiliates and/or third parties for marketing purposes, and that provides contact information for such affiliates and/or third parties. If you are a California resident and would like a copy of this notice, please submit a written request to us at the address provided under the “Contact Information” section. You may opt out of any email marketing communications that Bambu sends to you by following the instructions provided in the applicable email marketing communications you receive. You may also request that your Personal Data not be used for marketing activities by sending an email to customercare@mybambu.com. Transactional communications about your account or our Service are not considered “marketing” communications.

Use of the Services by Children: The Services are not directed to children. You must be at least 18 years or older to use our Services. We also adhere to the Children’s Online Privacy Protection Act (“**COPPA**”) and will not knowingly collect information from users under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with Personal Data without their consent, he or she should contact us at customercare@mybambu.com. If we become aware that a child under

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13 has provided us with Personal Data, we will take steps to delete the applicable information from our files.

No Mobile Text Messaging for Marketing Programs: When downloading or using the Bambu App, you must provide a mobile phone number. You hereby certify that you are the account holder for any mobile phone number(s) you may supply to Bambu. Message and data rates under your own plan with your phone carrier may apply for any text messages. You expressly agree to receive text messages and phone calls (from us or our third-party providers) providing verification codes to complete your registration for or to use our Services. If your mobile phone is off, out of range or subject to a variety of other conditions, you may not receive the message or messages may be delayed. Wireless carriers are not liable for delayed or undelivered messages. We will not text you messages for marketing programs.

Email Marketing: You may opt out of any email marketing communications that Bambu sends to you by following the instructions provided in the applicable email marketing communications you receive. For example, you can click on the “Unsubscribe” link in marketing communications emails. You may also request that your Personal Data not be used for marketing activities by sending an email to customercare@mybambu.com. Transactional communications about your account or our Service are not considered “marketing” communications.

Social Sharing Features: Our Services include social sharing features for common social networks to let users share content. These features are served from third-party services that may serve their own cookies. The use of such features enables the sharing of information with your friends or the public, depending on the settings you establish with the entity that provides the social sharing feature. For more information about the purpose and scope of data collection and processing in connection with social sharing features, please visit the privacy policies of the entities that provide these features.

Analytics and Advertising Services Provided by Others. We may allow others to provide analytics services on our behalf and to serve advertisements on our behalf across the Internet. These entities may use cookies, device identifiers, web beacons and other technologies to collect information about your use of the Services and other websites and online services, including your IP address, web browser, pages viewed, mobile network information, time spent on pages or in apps, links clicked and conversion information. This information may be used by us and others, to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising targeted to your interests and better understand your online activity. For more information about interest-based ads, or to opt out of having your web browsing information used for behavioral advertising purposes, please visit <http://www.aboutads.info/choices>. Your Device may also include a feature that allows you to opt out of having certain information collected through apps used for behavioral advertising purposes. Please review the settings of your Device for more information.

Voice Features: When you use Siri, the things you say will be recorded and sent to Apple to process your requests. Your device may also send Apple other information (collectively, your “**User Data**”). All of this User Data is used to help Siri on your iOS device and any paired Apple Watch understand you better and recognize what you say. If you have geolocation turned on, the location of your Device at the time you make a request will also be sent to Apple to help Siri improve the accuracy of its response to your requests. You may choose to turn off Location Services or Siri at any time. To do so, access Settings on your iOS device. Information collected by Apple will be treated in accordance with Apple’s Privacy Policy, which can be found at <https://www.apple.com/legal/privacy>.

OTHER IMPORTANT INFORMATION

We may share your Personal Information as follows:

1. **Third-Party Service Providers.** We may use third parties to perform certain services on our behalf in connection with the Services such as:
 - to process and store data, including your Personal Information;
 - to track, analyze, and modify our Services;
 - for marketing, advertising, and distribution;
 - to assist us in providing you with customer support; and
 - to support our IT and security efforts.

Google Analytics. Google Analytics is as an analytics service provider. **Learn more about how Google collects and uses data** [here https://mybambu.com/privacy-policy/](https://mybambu.com/privacy-policy/) To opt out of Google Analytics Advertising Features please use [Google Ad Settings](#). To opt out of Google Analytics entirely please use [this link](#).

The third parties we work with do not have permission to use the information we share with them beyond what is necessary to assist us. We execute agreements with third parties to ensure they use adequate safeguards when processing your Personal Information in accordance with this Policy.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your Personal Information will be handled by these providers. In particular, remember that certain providers may be located in or have facilities that are located a different jurisdiction than either you or us. If you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

2. **Merger, Bankruptcy, or Corporate Reorganization.** We may disclose and transfer your Personal Information to a subsequent owner, co-owner, or operator of Bambu or the Services, or in connection with a merger, consolidation, restructuring, the sale of substantially all of our interests and/or assets (i.e., a bankruptcy proceeding), or other corporate change. We will notify you with any choices you may have regarding your Personal Information when we are engaged in a merger, bankruptcy, or corporate reorganization.
3. **Legal Obligations and Safety.** We may share your Personal Information if it is reasonably necessary to:
 - Comply with a valid legal process (e.g., subpoenas, warrants, court orders, etc.);
 - Comply with requests or investigations by public authorities;
 - Comply with applicable laws or regulations;
 - Enforce or apply the Bambu policies or policies of our business partners;
 - Protect the security or integrity of the Services; or

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- Protect the rights, property, or safety of Bambu, our employees or users, partners and affiliates, or other natural persons.

4. **For any other purpose, with your consent.** We may share your Personal Information on your behalf or at your request. We will only do so with your specific consent. If you provide your consent to share your information, you may withdraw your consent at any time. Withdrawing your consent will not undo or reverse the lawfulness of any previous processing, and in some cases Personal Information may not be retrieved once shared. Contact us if you would like to withdraw your consent.

BAMBU AND CALIFORNIA CONSUMER PRIVACY ACT ("CCPA") PRIVACY STATEMENT

The following Bambu and CCPA Privacy Statement shall not apply to the collection, processing, sale or disclosure of any information (i) that a consumer provides to us to obtain a financial product or service from us, or (ii) about a consumer resulting from any transaction involving a financial product or service between us and the consumer; or (iii) we otherwise obtain about a consumer in connection with providing a financial product or service to that consumer.

To better understand your rights in respect of any such information excluded from the following Bambu and CCPA Privacy Statement, please instead reference excluded information below.

This PRIVACY STATEMENT FOR CALIFORNIA RESIDENTS supplements the information contained in the Privacy Policy above.

We adopt this statement to comply with the California Consumer Privacy Act of 2018 ("CCPA") and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this statement. For California residents, the provisions of this Privacy Statement prevail over any conflicting provisions of the Bambu Privacy Policy above.

INFORMATION WE COLLECT

We collect information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, including consumers or households subject to the CCPA ("**Personal Information**"). In particular, we have collected the following categories of Personal Information from consumers within the last twelve (12) months:

	Category	Examples	Collected
A.	Identifiers	Full name and Federal or state issued identification numbers including Social Security number, driver’s license number and passport or other U.S. or non-U.S. government identification number, physical characteristics such as government issued photo ID and photo image of your face (selfie), email address, mobile number, username and 4 digit Bambu App PIN, or other similar identifiers.	YES
B.	Categories of Personal Information listed in the California	Full name, date of birth, Social Security number, physical characteristics such as government issued photo ID and photo image of your face (selfie), physical address (including proof of address such as a utility bill), mobile number, passport number, driver's license or state identification card number,	YES

	Category	Examples	Collected
	Customer Records statute (Cal. Civ. Code § 1798.80(e))	financial information such as Bambu or external (Bambu linked) bank account number, bank name and any related bank information, education, employment, employment history, personal bank name or any other financial information, medical information, or health insurance information. If you opt in and agree that in order to provide or make more convenient using the Services, we may collect names, address, email addresses and mobile phone numbers in your contact list and/or your mobile phone address book on a regular basis.	
C.	Protected classification characteristics under California or Federal law	Age (40 years or older), national origin, citizenship, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions).	YES
D.	Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E.	Biometric information	Behavioral or activity patterns used to extract a template or other identifier or identifying information, such as keystroke or other physical patterns.	YES
F.	Internet or other similar network activity	<p>Device identifiers such as information regarding the computer, mobile device, technology or other device (collectively “Device”) you use to access the Services, including your Device’s manufacturer, model number, mobile phone plan carrier, operating system type and version, browser type and version, standard web log information, network connection type, language and other settings, mobile network information including phone number, other Device identifiers, performance and usage data, and other similar technical data. We collect this information through your use of our Site and Bambu App, your mobile phone plan carrier and our risk investigation and mitigation vendor.</p> <p>Internet protocol (“IP”) addresses from your internet service provider (“ISP”), who assigns it of the various ISPs associated with you or your Devices.</p> <p>Web beacons (transparent graphic images placed on our Site or in an email to identify you) and customized links (also known as “clear GIFs” or “pixel tags”) to indicate that you have viewed our Site or an email; tell your browser to get content from another server; and measure traffic to or from, or use of, our online content and your related browsing behavior and provide you with more focused communication.</p> <p>Cookies, session trackers, local shared objects and similar session-tracking technologies (“Session Trackers”) to identify</p>	YES

Category		Examples	Collected
		you and your Site sessions or information on your interaction with an application, or advertisement.	
G.	Geolocation data	Physical location or movements. Geolocation data from your Device about your location while you are accessing or using the Bambu App and while you are not accessing or using the Bambu App.	YES
H.	Sensory data	Audio, electronic, visual, thermal, olfactory, or similar information	NO
I.	Professional or employment-related information	Current or past job history or performance evaluations	YES
J.	Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99))	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records	YES
K.	Inferences drawn from other Personal Information	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Under the CCPA, Personal Information does not include:

- The excluded Personal Data described above
- Other information to the extent excluded from the CCPA’s scope, like:
 - Information lawfully available from government records and used for a purpose consistent with its availability is not Personal Data.
 - Personal Information covered by certain sector-specific Federal and California privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA), the California Financial Information Privacy Act (CalFIPA) and the Driver's Privacy Protection Act of 1994; and
 - Health or medical information that constitutes clinical trial data or that is otherwise covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), or the California Confidentiality of Medical Information Act (CMIA).

With respect to each of the categories of Personal Information listed in the table above, we obtain such Personal Information from a variety of sources, including from:

- our customers and consumers, with respect to both online and offline interactions they may have with us or our service providers and other entities with whom you transact;
- others with whom you maintain relationships who may deal with us on your behalf;
- the Devices you use to access our Sites, mobile applications and online services;
- credit bureaus;
- identify verification and fraud prevention services;
- marketing and analytics providers;
- public databases;
- social media platforms; and
- others consistent with this Privacy Notice.

USE OF PERSONAL INFORMATION

<p>With respect to each of the categories of Personal Information listed in the table above, we may use or disclose such Personal Information for any one or more of the following business purposes:</p>

- | |
|---|
| <ul style="list-style-type: none"> • To fulfill or meet the reason for which the information is provided. For example, if you provide us with Personal Information in order to open a bank account; • To provide you with information, products or services that you request from us; • To provide you with email alerts, event registrations and other statements concerning our products or services; • To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections; • To detect and protect against security incidents, and malicious, deceptive, fraudulent or illegal activity, and prosecute the same; • To debug to identify and repair errors in our systems; • As otherwise necessary or appropriate to protect the rights, property or safety of us, our customers, consumers or others; • To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; • For such purposes as may be necessary or appropriate in connection with audits and reporting relating to particular transactions and interactions, including online interactions, you may have with us or others on our behalf; • To improve our Site and Bambu App and present their content to you; • For testing, research, analysis and product development; • For short-term, transient use including contextual customization of ads; and/or • As otherwise described to you when collecting your Personal Information or as otherwise set forth in this Privacy Notice and the CCPA. |
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SHARING PERSONAL INFORMATION

<p>With respect to each of the categories of Personal Information listed immediately below, we may disclose such Personal Information to a third party for a business purpose.</p>
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SHARING PERSONAL INFORMATION	
In the preceding twelve (12) months, we have disclosed the following categories of Personal Information for a business purpose:	
Category A:	Identifiers
Category B:	California Customer Records Personal Information categories
Category C:	Protected classification characteristics under California or Federal law
Category D:	Commercial information
Category E:	Biometric Information
Category F:	Internet or other similar network activity
Category G:	Geolocation Data
Category H:	Sensory Data
Category I:	Professional or employment-related information
Category J:	Non-public education information
Category K:	Inferences drawn from other Personal Information

With respect to each of the categories of Personal Information listed immediately above, we may disclose such Personal Information for a business purpose to the following categories of third parties:

- Our affiliates
- Service providers
- Such third parties as our customers or consumers may direct us to disclose (or consent to the disclosure of) their personal information

We have not within the preceding twelve months, and will not, sell (as that term is defined by the CCPA) any Personal Information that we collect.

We do not disclose Personal Information of individuals we know to be under the age of 16 to any business or third parties for monetary or other valuable consideration as a “sale” under California law, without affirmative authorization

YOUR RIGHTS AND CHOICES
The CCPA provides California residents with specific rights regarding their Personal Information. This section describes your CCPA rights and explains how to exercise those rights.

ACCESS TO SPECIFIC INFORMATION AND DATA PORTABILITY RIGHTS
You have the right to request that we disclose certain information to you about our collection and use of your Personal Information over the past 12 months (“ Access Request ”). Once we receive and confirm your verifiable consumer request, we will disclose to you: <ul style="list-style-type: none"> • The categories of Personal Information we have collected about you. • The categories of sources for the Personal Information we have collected about you. • Our business or commercial purpose for collecting or selling that Personal Information. • The categories of third parties with whom we share that Personal Information. • The specific pieces of Personal Information we collected about you (also called a data portability request). If we sold or disclosed your Personal Information for a business purpose, two separate lists disclosing: <ul style="list-style-type: none"> • the categories of Personal Information about you that we have sold within the meaning of the CCPA and the categories of third parties to whom the Personal Information was sold; and • the categories of Personal Information about you that we disclosed for a business purpose.

DELETION REQUEST RIGHTS

You have the right to request that we delete any of your Personal Information that we have collected from you and retained, subject to certain exceptions “**Deletion Request**”). Once we receive and confirm your verifiable Deletion Request, we will delete (and direct our service providers to delete) your Personal Information from our records, unless an exception applies.

Privacy and data protection laws, other than the CCPA, apply to much of the Personal Information that we collect, use, and disclose. When these laws apply, Personal Information may be exempt from, or outside the scope of, Access Requests and Deletion Requests. As a result, in some instances, we may decline all or part of an Access Request or Deletion Request related to this Personal Information. This means that we may not provide some or all of this Personal Information when you make an Access Request. Also, we may not delete some or all of this Personal Information when you make a Deletion Request.

As examples, our processing of or response to an Access Request or Deletion Request may not include some or all of the following Personal Information:

- **Consumer Accounts.** Personal Data connected with consumer accounts used for personal, family or household purposes. Our sponsor bank has privacy notices describing use and sharing of this data. Examples of this exemption are the collection of Personal Information to open a bank account or complete the transaction for which we collected the Personal Information, otherwise provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you; the detection of security incidents, protection against malicious, deceptive, fraudulent, or illegal activity, or prosecution of those responsible for such activities; debugging products to identify and repair errors that impair existing intended functionality.
- **Employment.** Personal Information about an individual who is a current or former employee or job applicant, and we use that Personal Information within the context of that individual’s role as a current or former employee or job applicant.
- **Business-to-Business Relationships.** Certain Personal Information we collect in the course of providing a product or service to another business, or in the course of receiving a product or service from another business.

We also may deny your Deletion Request if retaining the Personal Information is necessary for us or our service providers to:

- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

The types of Personal Information described above are examples. We have not listed all types of Personal Information that may not be included when we respond to or process Access Requests or Deletion Requests.

In addition to the above examples, we may not include Personal Information when we respond to or process Access Requests or Deletion Requests when the CCPA recognizes another exception. For example, we will not provide the Personal Information about another individual where doing so would adversely affect the data privacy rights of that individual.

EXERCISING ACCESS, DATA PORTABILITY, AND DELETION RIGHTS

To exercise the access, data portability, and deletion rights described above, please submit a request to us by either:

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| <ul style="list-style-type: none">• by writing us at P.O. Box 71221, Philadelphia, PA 19176-6221;• by calling the Customer Service telephone number which is (833) 882-2628• and by emailing us at customercare@mybambu.com |
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Only you or a person who you authorize to act on your behalf may make a verifiable consumer request related to your Personal Information. Under California law, you may designate an authorized agent to make a request on your behalf. You may make such a designation by providing the agent with written permission to act on your behalf. Your agent may be subject to the same verification procedures that we use to verify consumers who do not currently have a relationship with us. As permitted by law, we may require you to verify your own identity in response to a request even if you choose to use an agent and may require that you sign and submit a notarized form.
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The verifiable consumer request must:

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| <ul style="list-style-type: none">• Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative.• Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it. |
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VERIFYING YOUR REQUEST

We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use Personal Information provided in a verifiable consumer request to verify your identity or authority to make the request. We may otherwise limit our response to your request as permitted under applicable law.

Whenever feasible, we will match the identifying information provided by you to the Personal Information we maintain or use a third-party identity verification service that complies with the CCPA. However, if we cannot verify your identity from the Personal Information that we maintain, we may request additional information from you, which shall only be used for the purposes of verifying your identity.

RESPONSE TIMING AND FORMAT

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we reasonably require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. The response we provide will also explain the reasons we cannot comply with a request, if

RESPONSE TIMING AND FORMAT

applicable. For data portability requests, we will select a format to provide your Personal Information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance. Under the CCPA, we are only obligated to respond to requests twice per twelve month period.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

NON-DISCRIMINATION

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer, and you may consent to receive certain financial incentives permitted by the CCPA that can result in different prices, rates or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your Personal Information's value and contain written terms that describe the program's material aspects. You may revoke your consent to participate or receive such financial incentive at any time.

ACCESSIBILITY STATEMENT

If you use assistive technology and the format of this privacy statement interferes with your ability to access information, please contact us at customercare@mybambu.com. To enable us to respond in a manner most helpful to you, please indicate the preferred format in which to receive the material and your contact information. Users who need accessibility assistance can also contact us at customercare@mybambu.com.

CONTACT INFORMATION

If you have any questions or comments about this statement, the ways in which we collect and use your Personal Information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us:

- by writing us at P.O. Box 71221, Philadelphia, PA 19176-6221; or
- by calling the Customer Service: (833) 882-2628