

BAMBU MOBILE BANKING APP ACCOUNT AND PREPAID VISA® CARD

Monthly fee	Per purchase	ATM withdrawal	Cash reload
\$0.00	\$0.00	\$2.00	\$3.95*
ATM balance inquiry			\$0.50
Customer service			\$0.00 per call
Inactivity (after 12 months with no transactions)			\$3.00 per month
We charge 9 other types of fees. Here are some of them:			
Cross border remittance-cash pick-up:			\$5.50†
Bill payment international:			\$2.50
Currency conversion:			3%†
<p>*This fee can be lower depending on how and where your account is reloaded. †This fee can be lower.</p> <p>No overdraft/credit feature. Your funds are eligible for FDIC insurance.</p> <p>For general information about prepaid accounts, visit cfpb.gov/prepaid. Find details and conditions for all fees and services in the account agreement accessed from your Bambu mobile app or call 833-882-2628.</p>			

BY USING THIS ACCOUNT YOU AGREE WITH THE TERMS AND CONDITIONS OF THE ACCOUNT AGREEMENT AND FEE SCHEDULE. This account and accompanying card are issued by Metropolitan Commercial Bank (Member FDIC) pursuant to a license from Visa U.S.A. Inc. “Metropolitan Commercial Bank” and “Metropolitan” are registered trademarks of Metropolitan Commercial Bank ©2014.

**BAMBU MOBILE BANKING APP
ACCOUNT AND PREPAID VISA® CARD ACCOUNTHOLDER AGREEMENT
IMPORTANT–PLEASE READ CAREFULLY
EFFECTIVE SEPTEMBER 30, 2021**

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1. **Terms and Conditions for the Bambu Mobile Banking Application (“Mobile App”) Account and Prepaid Visa® Card.**

This document is an agreement (“**Agreement**”) containing the terms and conditions that apply to your account (“**Account**”), the linked Bambu (as defined below) virtual prepaid Visa® card and if you request it, the Bambu physical prepaid Visa® card both of which are issued to you by Metropolitan Commercial Bank (Member FDIC) under a license from Visa U.S.A. Inc. “Metropolitan Commercial Bank” and “Metropolitan” are registered trademarks of Metropolitan Commercial Bank © 2014. By using the Account or accepting and/or using your Card (as defined below) you agree to be bound by the terms and conditions contained in this Agreement. The “Program Manager” for the Bambu Mobile App Account and Prepaid Visa Card is Bambu Systems, LLC (the “**Program Manager**”) and the Program Manager’s customer service (“**Customer Service**”) telephone number is (833) 882-2628 or the toll-free telephone number on the back of your Physical Card. In this Agreement, “Card” means the Bambu Prepaid Visa Card issued to you by the Bank (as defined below), including any Physical Card you may request, as permitted under this Agreement and the Virtual Card (each as defined below). “Account” means the records the Program Manager maintain to account for the value of transactions associated with the Account and Card. “You” and “your” mean the person who has opened an Account and is authorized to use the Account and the Card as provided for in this Agreement. “**We,**” “**us,**” “**our,**” and “**Bank**” mean Metropolitan Commercial Bank, together with its successors and assigns. “Program Manager” means Bambu Systems, LLC, together with its successors, affiliates and assignees. The Physical Card will be issued to you only at your request, will remain the property of the Bank and must be surrendered upon demand. The Physical Card is nontransferable, and it may be canceled, repossessed or revoked at any time by us without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

USA PATRIOT Act Notice

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account or obtains a Card. What this means for you: When you apply for your Account, we will ask for your name, address, date of birth, social security number or certain government issued identification documents and other information that will allow us to identify you. We also may ask to see a copy of your driver’s license or other government issued identification and other identifying documents. By applying for and using your Account or participating in the Card program, you agree and represent that the information and statements you provide us are true and accurate, including, but not limited to, your real name, date of birth, telephone number, valid U.S. mailing address (not a P.O. Box) and residential address (if different) and that you are a U.S. citizen, legal alien or non-U.S. person residing in one of the 50 states or the District of Columbia. If you fail to provide accurate information that we request, we may cancel your Account and Card. In addition, funds tied to suspected illicit or illegal activity may be subject to both internal and potentially federal investigation. We reserve the right to restrict or delay your access to any such funds.

PLEASE NOTE: SECTION 31 OF THESE TERMS CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT APPLIES TO ALL ACCOUNTHOLDERS. BY ACCEPTING THESE TERMS, YOU AGREE TO BE BOUND

BY THIS ARBITRATION PROVISION AND CLASS ACTION WAIVER. PLEASE READ IT CAREFULLY.

2. Your Card, Account and Mobile App.

(a) **Your Account and Card.** The Account is a prepaid account and the Card is a prepaid card. The Card allows you to access funds loaded or deposited to your Account by you or on your behalf. The funds in your Account will be FDIC-insured once we have verified your identity. You may access the funds in your Account by using (1) your Card, (2) the number inscribed or printed on the front of your Physical Card or the number provided to you in connection with your Virtual Card, as applicable (the “Card Number”), (3) by automated clearinghouse (“ACH”) debit using your Account Number or (4) in the other ways described in this Agreement. The Card is not a credit card. The Card is not a gift card, nor is it intended for gifting purposes. You will not receive any interest on your funds in your Account. The funds in your Account will not expire, regardless of the expiration date on the front of your Card.

You may request, be issued, and/or use a physical plastic card (a “Physical Card”). The virtual representation of a card (a “Virtual Card”) will be automatically issued to you only if and when activate your Virtual Card. See the Subsection below titled “Opening Your Account” for information about opening your Account. If you have and use a Physical Card and a Virtual Card at the same time, both forms of your Card are associated to one Primary Access Number (“PAN”), which allows you to access the funds available in your Account. Except as otherwise stated in this Agreement, you have the same rights and responsibilities under this Agreement whether you use a Physical Card or Virtual Card. Both Cards are linked to the Account (as described in the Section below titled “Adding Funds to Your Account”). The value of the funds available on your Account at any time is referred to as your “available balance” or “available funds.” You must have a Physical Card in order to obtain cash at an Automated Teller Machine (“ATM”). To request your Physical Card, use the Mobile App. You may use your Virtual Card to make mobile payments using Apple Pay, Samsung Pay or Android Pay. (See the Section below titled “Third-Party Agreements”). You may not use your Account or Virtual Card at ATMs or point of sale devices that require a physical card.

(b) **Virtual Card.** Your Virtual Card upon issuance will be displayed in the Mobile App. and ready for full use after the first successful load of funds to your Account. You may access the funds in your Account by using your Card Number for transactions or purchase initiated over the phone or online. You will not receive a PIN for your Virtual Card. If you choose to receive and use a Physical Card, you will be able to continue using your Virtual Card.

(c) **Physical Card.** If you request a Physical Card, it will be mailed to the address you provide to us during the registration process. When you receive your Physical Card, you may activate it through the Mobile App or by calling Customer Service at (833) 882-2628 and receive your PIN (as set forth in the Section of this Agreement titled “Password; Personal Identification Numbers (“PIN”)”). Upon receipt and activation of your Physical Card, your Virtual Card will not be automatically disabled. You must activate the Physical

Card before it can be used. If you call us to activate your Physical Card you will need to provide personal information in order for us to verify your identity in addition to verification upon Account opening.

(d) **Downloading the Mobile App.** When downloading the Mobile App, you will be prompted to provide your name, email address and a valid mobile phone number and verify such number as instructed by us. To verify your mobile device number, the Program Manager will send you a code via text message to the mobile phone number you provide, and you must enter that code as instructed by us. The Mobile App and software (“Software”) that access the Account, Account services and Card are made available by the Program Manager on an Android or iOS mobile phone and the availability of some mobile services may be limited by your mobile phone operating system. See the Section below titled “Delivery of Electronic Communications-Hardware and Software Requirements” for mobile phone system requirements.

(e) **Opening Your Account.** You must open your Account before you can use it. Please follow the directions in the Mobile App in order to open the Account. The Program Manager will communicate to you once you successfully open your Account.

(f) **Other Account Matters.** We may refuse to open your Account in our sole discretion. Because your Account is a prepaid account prior to the use of the Card there must be funds loaded to the Account. The Card allows you to access funds loaded or deposited to your Account by you or on your behalf. You may access the funds in your Account by using your Card or Card number or by automated clearing house (“ACH”) debit using your 13-digit Account number we assign (“Account Number”) described in the Section 5 below titled “Account and Card Purpose” below once we have opened your Account. Our routing number and your Account Number are for the purpose of initiating direct deposits to your Account and authorized ACH debit transactions only. See your Mobile App for details about our routing information. The 16-digit Card Number on your Virtual Card or embossed or printed on your Physical Card should not be used for these types of transactions or they will be rejected. You are not authorized to use our routing number and Account Number to make a debit transaction with a paper check, check-by-phone or other item processed as a check. These debits will be declined, and your payment will not be processed.

3. **Schedule of Fees and Charges.**

THE FEES RELATING TO THE USE (AND MISUSE) OF YOUR ACCOUNT AND CARD ARE SET FORTH IN THE “SCHEDULE OF FEES AND CHARGES” (SCHEDULE A) ATTACHED TO THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. FEES AND CHARGES INCURRED PURSUANT TO THE TERMS OF THIS AGREEMENT WILL BE WITHDRAWN FROM YOUR ACCOUNT AND WILL BE ASSESSED SO LONG AS THERE IS A REMAINING BALANCE IN YOUR ACCOUNT, UNLESS PROHIBITED BY LAW. You agree to pay all fees and charges associated with the Account and Card. The Bank may from time to time amend the “Schedule of Fees and Charges (Schedule A)” at our sole discretion and as set forth in the Section below titled “Amendment and Cancellation of Your Physical Card.”

4. **Authorized Users.**

The maximum number of active Virtual Cards permitted is one (1), and the maximum number of active Physical Cards permitted is one (1). If you permit another person to have access to your Mobile App, Account, Card or Card number, you are liable for all transactions made by them, and all related fees incurred by those persons. You are wholly responsible for the use of your Mobile App, your Account and each Card according to the terms of this Agreement, subject to the Section below titled “Lost or Stolen Cards/Unauthorized Transfers” below, and other applicable laws.

5. **Account and Card Use and Purpose.**

Subject to the transaction and frequency limits described in the Section below titled “Transfer Types and Limitations” and the other limitations set forth in this Agreement, you may use your Account number, Card, or Card number, as applicable, to (i) add funds to your Account (as described in the Section below titled “Adding Funds to Your Account”), (ii) transfer funds from your Account to another person’s Mobile App Account or to your or another person’s U.S. bank account, (iii) purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Account and the aggregate purchases do not exceed the single-day transaction limits, including the Daily Purchase Limit (as described in the Section below titled “Transfer Types and Limitations-Account Access”), (iv) pay U.S. or international billers or any other person using our bill payment service (as described in the Subsection below titled “Bill Payment Service”), (v) make International transfers for cash pick-up or for deposit into a bank account (as described in the Subsection below titled “International Payouts”), (vi) top-up minutes and data to your or someone else’s U.S. or international mobile phone account (as described in the Subsection below titled “Mobile Phone Top Up”), (vii) withdraw cash from your Account (as described in the Section below titled “Your Account and Cards”) and (viii) transfer funds to another person who, at the time of transfer, does not have an Account but who, at the time of receipt of notice of such transfer (by email or text message), will be sent an invitation to open an Account and have a limited time to open an Account and accept the funds (30 days)(such other person’s failure to do so within such limited time will cause such intended transferred funds automatically to be available for use in your Account). There may be fees associated with some of these transactions. For fee information, see accompanying “Schedule of Fees and Charges (Schedule A)” attached to this Agreement. You agree not to use your Account or Card for illegal gambling or any other illegal purpose, including without limitation, sexually-oriented services; illegal gambling activities; fraud; money-laundering; or funding terrorist organizations. If we suspect that you have used your Card or Account to conduct an illegal transaction, we reserve the right to cancel your Card and Account. We may refuse to process any transaction that we believe may violate law and neither we nor the Program Manager are liable if you violate the law or the terms of this Agreement.

(a) **Bill Payment Service**

(i) *U.S. and International Billers*

Using the bill payment service (see “Transfer Services” below), you can make bill payments to participating billers in the U.S. and around the world. If you are not paying one of

your bills, we recommend that you use the bill payment service only to pay bills for people you know personally, such as family and friends. You should never use the bill payment service to pay bills for strangers. You can use the bill payment service to pay bills for credit card debt, utilities, student loans, rent, and to any other third-party biller consistent with the terms of the Transfer Services.

(ii) *Biller, Beneficiary and International Bill Payment Transactions*

A “**Biller**” is a business, other person or any other payee that receives a bill payment from you through the bill payment service. A “**Beneficiary**” means you, if you are paying one of your bills or your top-up, or someone else for whom you make a bill payment through the bill payment service or top-up service. For example, in using the bill payment service to pay your relative’s utility bill, your relative is your Beneficiary and the utility which receives the payment is the Biller for that bill payment transaction. However, the person referred to as the “Beneficiary” in this section may be referred to as the “recipient” on your bill payment receipt in an international bill payment transaction. An “**International Bill Payment Transaction**” is a bill payment of an international Biller through the bill payment service.

(iii) *Arcus*

For bill payments you will access an Arcus Financial Intelligence, Inc. (“**Arcus**”) service, a third-party software provider that links your Mobile App to Biller accounts using credentials you provide. Use of the bill payment service constitutes your consent to authorize us and Arcus to access Billers, using the information you provide, to retrieve, process, and store information held by such Billers. You grant us and Arcus a limited power of attorney, and you hereby appoint us your lawful attorney-in-fact, in all capacities, to use any information you provide in performing the above. You agree that Arcus may use anonymized and non-personally identifiable information obtained from such Billers for quality assurance, fraud prevention, statistical, and other purposes.

YOU AGREE THAT WE OR ARCUS WILL ACT ON YOUR BEHALF, AS YOUR AGENT, TO ACCESS THIRD PARTY SITES USING INFORMATION THAT YOU PROVIDE.

YOU AGREE THAT NEITHER ARCUS, NOR WE OR THE PROGRAM MANAGER OR OUR OR THEIR AFFILIATES WILL BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES RESULTING FROM THE USE OF OR YOUR INABILITY TO USE OUR SERVICES. You furthermore agree to indemnify and hold us, Arcus, the Program Manager or any of our or their affiliates harmless from any third-party claims, damages, and costs caused by your use of our services and your violation of this Agreement.

(iv) *Bill Payment Fees*

For each bill payment transaction that you submit, you agree to pay a transaction fee (the “**Bill Payment Transaction Fee**”) and for International Bill Payment Transactions that are not paid in U.S. Dollars, a currency conversion fee. These fees are set forth in Schedule A.

(b) **Mobile Phone Top Up**

You can top-up minutes and data to your or someone else’s U.S. or international mobile phone account (“**Top-up**”) of a participating wireless carrier (“**Carrier**”) that can be found on the Mobile App. A Top-up of an international mobile phone account is limited to \$15. You are responsible for satisfying any of your obligations and the terms and conditions in the mobile top-up Beneficiary’s mobile phone account (the “**Carrier Contract**”), including without limitation, any Carrier fees and taxes charged on a Top-up, the expiration of the Top-up and the quality and quantity of airtime, data and other services to which the Top-up relates. You should contact the Carrier directly with questions or problems regarding the Top-up. You authorize and give your consent to us and the Program Manager to store all data as necessary to provide or support the Top-up service. Please verify the mobile phone number is correct prior to submitting your Top-up transaction because we are not responsible for discovering inaccuracies. If account information is incorrect, the Top-up may be applied to the wrong mobile phone account.

(c) **International Payouts**

A “**International Payout**” means a transfer of funds out of your Account to a Payout Provider (defined below) in a foreign country or a deposit to a foreign bank account of a Recipient (defined below).

(i) *Third Party Payout Providers*

International Payouts are provided by Servicio UniTeller, Inc., a New Jersey corporation (“**Money Transmitter**”) that will use and rely on other money transmitters, foreign banks, money exchange houses, and other licensed third-party payout service providers (each, a “**Payout Provider**”) to pay funds out to Recipients and Payout Providers. You will be required to agree to the terms and conditions of the International Payout provided by the Money Transmitter for these services. The Program Manager will attempt to provide up-to-date information on the Mobile App regarding the location, availability, and hours of our Payout Providers. However, you or your Recipient should directly confirm hours of operation and location with the Payout Provider. We do not provide and are not responsible for the International Payout service.

(ii) *Verification*

Recipients may be required to prove their identity before receiving funds by presenting authentic, valid, and current identification document(s) from a list of acceptable forms of identification. In addition, Recipients may be required to provide a transaction number and/or another, similar identifier associated with their payout transaction. You authorize and give your consent to us, and the Program Manager to contact your Recipient or the Payout Provider and for the Payout Provider, us and the Program Manager to store all such data, as necessary to provide the International Payout Service. Please verify account information and bank details are correct prior to submitting your International Payout Transaction because we are not responsible for discovering inaccuracies. If account information and bank details are incorrect, money may be sent to the wrong bank account and may not be recovered.

(iii) *Deposits to Bank Accounts*

If you choose to send money to a Recipient's bank account, you represent that the Recipient's bank account is denominated in the same currency as the Remittance Transfer (defined below). If the bank account is not denominated in the same currency as the Remittance Transfer, the Remittance Transfer may be cancelled.

(iv) *Definitions*

"Remittance Transfers" means an International Bill Payment, International Payout or deposit to a foreign bank account. If the biller, Payout Provider or bank receiving a Remittance Transfer is not located in the U.S., the country where the biller, Payout Provider or bank is located is the **"Recipient Country"**. A **"Recipient"** is an individual who receives an International Payout or deposit to their foreign bank account from you (the **"Sender"**). For each Remittance Transfer that you make, in addition to a **"Remittance Transfer Fee"** that will be disclosed to you prior to you authorizing the Remittance Transfer, the Money Transmitter will charge you a **"Foreign Currency Exchange Fee"** when a Remittance Transfer is not paid out in U.S. Dollars. The Foreign Currency Exchange Fee is the fee the Money Transmitter charge you to buy foreign currency. Any foreign currency exchange rate will be disclosed to you prior to you authorizing a Remittance Transfer. There may be Local Taxes in certain Recipient Countries. Any applicable Local Taxes will be disclosed to you prior to you authorizing a Remittance Transfer. The **"Remittance Amount"** is the amount deducted from your Account, excluding the Remittance Transfer Fee which is set out in the "Schedule of Fees and Charges (Schedule A)". The **"Remittance Payout Amount"** is the amount paid out to the Recipient or Biller, excluding any taxes or charges that may be levied under the laws of the Recipient Country (the **"Local Taxes"**). All Remittance Transfer Fees are made free and clear of, and without any deduction or withholding for and on account of, any Local Taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country are your sole responsibility. We provide estimates of the Local Taxes and other fees that may be charged for a Remittance Transfer, but the exact amount of the Local Taxes and fees are determined by the Recipient Country.

(v) *Cancellation*

You may cancel a Remittance Transfer within 30 minutes of authorizing your Remittance Transfer, unless the funds have already been paid out to the Biller. or Recipient. Your Account will be credited for the amount debited (including any fees, and taxes if not prohibited by law) in connection with the cancelation of a Remittance Transfer.

(vi) *Error Resolution and Cancellation*

What to do if you think there has been an error or problem with your Remittance Transfer or International Top-up:

If you think there has been an error or problem with your Remittance Transfer or International Top-up:

- Email the Program Manager at customer-care@mybambu.com
- Call the Program Manager at (833) 882-2628; or,
- Write to the Program Manager, Bambu Systems, LLC, at P.O. Box 2141, Cranberry Township, PA 16066

You must contact us within 180 days of the date we promised to you that funds would be made available to the Beneficiary. or Recipient. When you do, please tell us:

- (1) Your telephone number;
- (2) The error or problem with the transfer, and why you believe it is an error or problem;
- (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address;
- (4) The dollar amount of the bill payment or transfer or Top-up; and
- (5) The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error within one business day. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will email you a written explanation. You may ask for copies of any documents we used in our investigation.

What to do if you want to cancel a Remittance Transfer:

We will refund your debited amount, including any fees in U.S. Dollars (and taxes unless prohibited by law) within three Business Days of your request to cancel a Remittance Transfer (within 30 minutes of authorizing your Remittance Transfer) as long as the funds have not already been paid to or deposited into a Recipient's bank account or the Biller has not been paid.

After 30 minutes, we generally do not provide refunds unless the Money Transmitter did not process your Remittance Transfer according to your instructions. To request a refund, please contact the Program Manager by email or call the Customer Service. Refunds will be credited to your Account and will be made in U.S. Dollars. Refund amounts will not be adjusted to account

for changes in the value of the U.S. Dollar or foreign currency from the time your Remittance Transfer was submitted.

(d) **Using Bill Payment, Mobile Top-Up and Remittance Transfers**

(i) *General*

By using Bill Payment, Top-up and Remittance Transfers (collectively, “**Transfer Services**”) you represent, warrant, consent to and acknowledge, as applicable the following:

(1) You or your Beneficiary, if you are not the Beneficiary, has consented to our accessing the Beneficiary’s account information and permitted us and the Program Manager to collect and verify information about the Beneficiary.

(2) If you use the Transfer Services, we may share the information about you to third parties we and/or the Program Manager use or rely on to provide the service.

(3) You know your Beneficiary.

(4) The Transfer Services may not be available in whole or in part in different countries and jurisdictions as determined by local laws and regulations or if we reasonably determine that providing the Transfer Service in a particular country or jurisdiction presents an unacceptable level of risk to us, our users or our systems.

(5) We may, at any time and in our sole discretion, refuse any Transfer Service. This may include these services for certain Beneficiaries or to certain Billers, including without limitation, entities and individuals that are included on the Specially Designated Nationals list, Non-cooperative Countries and Territories list, United Nations Security Council Sanctions List, and such other lists as may be issued from time to time by government agencies. We may also, at any time and in our sole discretion, limit the amount to be transferred on a per Transfer Service basis or an aggregated basis without prior notice. Any such limits may be imposed on individual accounts or on related accounts or households. We may reject or limit Transfer Services based on violations of this Agreement, local laws and regulations or if we reasonably determine processing a Transfer Service presents an unacceptable level of risk to us, our users or our systems.

(ii) *Restrictions*

(1) General. We reserve the right at any time, and from time to time, to modify or discontinue any Transfer Service (or any part thereof) with or without notice (except where required by law).

(2) Delays or Cancellations. Your Transfer Service may be delayed or cancelled at any time prior to completion without prior notice. We may delay or cancel your Transfer Service for reasons that include, but are not limited to, failure to verify identity; validation of your Transfer Service instructions; fraud and anti-money laundering compliance review; contacting and locating you, your Beneficiary, the Biller and to comply with applicable law, rules or regulations. Business hours, systems availability and currency

availability of our Billers may also cause delays. Nevertheless, you may be entitled to a refund in certain circumstances, as described above.

(3) **Commercial Transactions.** You agree that you will only use the Transfer Service for your or your Beneficiary’s personal reasons. If we reasonably suspect or discover you are using the Transfer Service to send a transfer to or on behalf of a Beneficiary which is a business or entity, we may, in our sole discretion, cancel your Transfer Service and close your Account. You agree that we and the Program Manager are not liable for your use of the Transfer Service for commercial purposes.

(4) **Prohibited Transactions.** You may not use the Transfer Service in violation of this Agreement or applicable law, rules or regulations.

6. Limitations on Frequency and Dollar Amount of Transactions.

The total amount of deposits, purchases, transfers and cash withdrawals (including withdrawals inside a bank office) that you can perform in any single day is set forth in the Transaction Limits amounts and the Daily Withdrawal Limit as set forth in the table below. The maximum aggregate value of your Account is restricted to \$9,999 at any point in time. In our discretion including for security reasons, we may further limit the number or dollar amount of transactions you can make with your Account and Card. The following grids are provided in order to highlight the frequency and limitations of Accountholder transactions in a single day or additional time frame if warranted:

(a) **Account Access**

(i) *Deposits*

As discussed in the Section below titled “Adding Funds to Your Account”, you may use your Account to make deposits to your Account using any of the methods below. We reserve the right to reject or limit transfers via direct deposit in our sole discretion, and may reject or suspend any direct deposit that has identifying information that does not match the identifying information (such as name or Social Security number) that we have on file for you. We reserve the right to accept or reject any request to reload your Account at our sole discretion. Only you may reload your Account at a Retailer. We may reject any attempt by any other person to load your Account.

Transaction/load Type	Maximum Amount and Frequency
Direct deposits	Maximum of \$9,999 per transaction; limit of 25 transactions per month
ACH transfers initiated in the account from an verified bank account at an outside financial institution (ACH debit)*	Maximum of \$1,000 per transaction; limit of 4 per month
Deposits using an external debit card (no gift cards or credit cards) from an outside financial institution	Not permitted

Transaction/load Type	Maximum Amount and Frequency
Cash reloads using an authorized InComm retail location	Maximum of \$500 per transaction; \$1,000 per day and \$5,000 per month; No minimum; 10 per day
Transfers from another Bambu accountholder	Maximum \$1,000 per day; 10 per day
Remote check capture	Minimum of \$5.00 per check, maximum of \$2,500 per check, \$5,000 per day and \$9,999 per month

(ii) *Domestic Remittance Transfers*

You may use your Account to transfer funds between your Account and (i) another person's Account, or (ii) your checking account or (iii) another person's checking account, in the U.S., whenever you request. See the transaction types and dollar limits below:

P2P Transaction Type	Frequency and/or Dollar Limits
Transfer to another Bambu Account in the U.S. U.S. bank transfer (ACH debit)	Maximum of \$1,000 per transaction, 10 per day Maximum of \$2,500 per transaction; 15 per month
Transfer from your Card	Maximum of \$1,500 per transaction; 15 per month

(iii) *Bill Payments, International Transfers and Mobile Top-Up*

You may pay bills directly from your Account using the Mobile App in the amounts and on the days you request. See the transaction types and dollar limits below.

Transaction Type	Frequency and/or Dollar Limits
U.S. bill payment	Maximum of \$2,000 per transaction; 15 per month
International bill payment	Maximum of \$500 per transaction; 15 per month
International bank transfer	Maximum of \$500 per transaction; 15 per month
International cash pickup	Maximum of \$500 per transaction; maximum of 15 per month
Cell-phone top-up for prepaid international phones to participating mobile phone companies	Maximum \$15 per top-up

(b) **Card Access**

You may use your Physical Card or Virtual Card, as applicable, to:

- (i) Withdraw cash from your Account.

- (ii) Pay for purchases at places that have agreed to accept the Physical Card or Virtual Card, as applicable.
- (iii) Pay bills directly by telephone or by the internet from your Account in the amounts you request at places that have agreed to accept a Physical Card or Virtual Card, as applicable.

With your PIN, you may use the Physical Card to obtain cash from your Account at any Automated Teller Machine (“ATM”) that bears the Visa®, Interlink®, Plus®, or NYCE® Acceptance Marks. All ATM transactions are treated as cash withdrawal transactions. You may use the Physical Card at an ATM and withdraw funds at a participating bank (Over the Counter “OTC” withdrawals). ATM and OTC cash withdrawals and purchases are all subject to the \$2,500 maximum amount that can be spent on the Card per day.

Non-Visa Debit Transactions. New procedures are in effect that may impact you when you use the Physical Card at certain merchant locations. In the past, transactions have been processed as a Visa-debit transaction unless you entered a PIN. Currently, if you do not enter a PIN, transactions may be processed as either a Visa debit, Interlink®, Plus®, or NYCE® transaction.

Merchants are responsible for and must provide you with a clear way of choosing how to make a Visa debit transaction if they support the option. If you choose to use the Interlink®, Plus®, or NYCE® network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the Interlink®, Plus®, or NYCE® network. Please refer to the Section below titled “Your Liability for Unauthorized Transfers” for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at a point-of-sale, swipe the Physical Card through the POS terminal, sign the receipt, or provide your 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your 16-digit Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

The maximum aggregate value of your Account at any one time is restricted to \$9,999. We will determine any maximum value by aggregating the activity and value of all Accounts you may have with us. The table below sets out limits on the payments or transfers from your Account and Card in a single day or additional time frames. We reserve the right, in our sole discretion, to limit the amount, number or type of transactions you can make on or with your Account and Card.

Card Transaction Type	Maximum Frequency/Amount	Frequency and/or Dollar Limits
ATM Withdrawal (U.S.)	No limit	Up to a maximum \$500 per transaction and \$1,000 per day
ATM Withdrawal (International)	No limit	Up to a maximum \$500 per transaction and \$1,000 per day
OTC Cash Withdrawal (bank teller)	No limit	Up to a maximum of \$1,000 per day
Cash Back at POS	N/A	Not permitted
Card Purchases (Signature and PIN)	No limit	\$2,500 per day
ACH Withdrawal (Card-to-bank transfers)	No limit	\$2,500 per day (includes all Card to bank transfers)

7. Password; Personal Identification Numbers (“PIN”).

You will select a personalized password number for the Mobile App (“**Password**”) when you open your Account. You will select a PIN that you will use with your Physical Card once your Account has been opened and your identity has been verified. You will need a PIN to obtain cash at an ATM or to make a PIN purchase. You should not write or keep your Password with your phone or PIN with your Card. If you believe that anyone has gained unauthorized access to your PINs or Passwords, you should advise the Program Manager immediately by using your Mobile App, by writing the Program Manager, Bambu Systems, LLC at P.O. Box 2141, Cranberry Township, PA 16066 or by calling Customer Service telephone number which is (833) 882-2628 and check your Account transaction history.

8. Adding Funds to Your Account.

You can add (reload) funds to your Account (a “**load**”) at any time. The maximum load amount is \$1,000 per load. The maximum aggregate value of funds in your Account may not exceed \$9,999 at any time. Note: some cash load locations may have limits on the minimum amount you may load to your Account. The limit on the number of times you may load your Account in a day and maximum cumulative amount of loads is described above. See Section above titled “Transfer Types and Limitations – Account Access”. You agree to present your Physical Card and meet identification requirements to complete a Card value load transaction as may be required from time to time. Load locations may have their own load limits that may be less than our allowable amount. Load locations also may assess a fee to load funds to your Account. We will not accept wire transfers to load your Account. You also may direct deposit funds to your Account by providing our routing number and your assigned Account Number to your employer or other direct deposit payor (as described in the Section above titled “Account and Card Access and Purpose”).

(a) Cash Retail Loads.

You may load your Account in retail stores that participate with us for load transactions

(each, a “**Retailer**”). Use your Mobile App to find a Retailer near you. At Retailers that permit a load using your Mobile App you may load your Account by following the directions supplied on the Mobile App. For information about funds availability see Section below titled “Funds Availability”.

(b) **ACH Deposits**

- (i) *From your bank.* You may load your Account by arranging for the transfer of funds using the ACH system (“**ACH Deposit**”) from your bank account at a bank located in the U.S. using your bank’s routing number and your bank account number.
- (ii) *From another Mobile App Account.* Your Account may be loaded by a transfer to you from another Mobile App Account holder.
- (iii) *Direct deposits.* You may arrange to have all or a portion of your paycheck, government benefits payment, tax refund, or other electronic funds transfer direct deposited to your Account. If you want to cancel the direct transfer authorization you will need to contact your employer or payor and provide them sufficient time to act upon the notice. Your employer or payor may terminate this method of payment, with or without cause, at any time.
- (iv) *Federal payments.* THE ONLY FEDERAL PAYMENTS THAT MAY BE DEPOSITED TO THE ACCOUNT ARE FEDERAL PAYMENTS FOR THE BENEFIT OF THE ACCOUNTHOLDER OR TO THE ACCOUNTHOLDER, AS THE REPRESENTATIVE PAYEE (AS DEFINED BY THE UNITED STATES TREASURY). If you have questions about this requirement, please call Customer Service at (833) 882-2628.

(c) **From your Debit Card Issued by Another Bank**

You may load your Account by arranging for the transfer of funds to your Account from your debit card issued by a U.S. financial institution.

(d) **Mobile App Remote Check Capture (“RDC”) Deposits**

You may load your Account by depositing your check into your Account using the Mobile App and the remote check capture service provided by Ingo Money, Inc. (“Ingo”) with First Century Bank, N.A. (“First Century Bank”). For a description of the terms and conditions of the Ingo remote check capture service, go to www.ingomoney.com. Once you have submitted your check to Ingo for funding approval, you must retain the check until we inform you of the approval or decline of your check. You may not submit any check you have deposited or cashed anywhere else. Once you submit a check for approval, you must not attempt to deposit or cash your check anywhere else. This could result in duplicate credits to you for the same check. Duplicate transactions using the same check can be a type of fraud and may be subject to civil claims and criminal penalties. We may require that you submit an image of an approved check with VOID or another word or phrase written on it.

Once we have credited the funds from your check to your Account, you must destroy the check and not attempt to deposit it or cash it anywhere else. If we decline your request for check deposit, and only if we decline your check, the funds from your check will not be credited to your Account, you will be notified, the transaction will be terminated, no fee will be charged and you may take the check elsewhere for cashing or deposit into another account. Since Ingo is taking the risk of payment on all checks you attempt to fund to your Account, Ingo may decide to decline your check at any time for any reason in Ingo's sole discretion. The decision to approve a check is based upon the assessment of multiple factors and is not necessarily a reflection on either you or the writer/maker of the check. We also may refuse to process a check in our sole discretion, including, but not limited to, if we need to do so to comply with applicable law.

You represent the following with respect to each check: (a) You have the legal right to accept the check for deposit and endorsement, (b) the images and information that you transmit accurately represent all of the information on the front and back of the original check, including without limitation all endorsements, at the time of transmission, (c) you have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the check or that otherwise may prevent us or another bank from capturing or processing such information, (d) you make all warranties that would otherwise apply to the check if it had been a paper item deposited with us, (e) you make all encoding, transfer, presentment and other warranties that we use are deemed by law to provide to others, (f) the check will not be presented for deposit or payment more than once and (g) the images you transmit do not contain any viruses.

Ingo will accept government and non-government checks for deposit subject to review and approval by Ingo. This remote check deposit service is provided by Ingo with First Century Bank which provides check clearing and card funding services for our users. We and the Program Manager do not provide and are not responsible for the Ingo service. Your use of Ingo is subject to the Ingo and First Century Bank Terms and Conditions, and the information you send to Ingo is subject to the terms of our Privacy Policy. When you send a check to Ingo for funding approval, you will be given a choice to (i) receive "Delayed Money" funds credited to your Account with no fee in 10 days if your check is approved and it is not returned unpaid within the 10-day period or (ii) receive funds "Rapid Money" credited to your Account on an expedited basis for a fee, subject to check approval, in the amount disclosed in Schedule A. All checks submitted to Ingo are subject to approval for funding by Ingo in its sole discretion. Unapproved checks by us or by Ingo will not be loaded to your Account. Ingo and we reserve the right to recover funds from bad checks if you knew the check was bad when you sent it, if you attempt to cash or deposit it elsewhere, or if you otherwise act illegally or fraudulently. For more information about the Ingo service, visit the Ingo Money website at www.ingomoney.com. Your Ingo remote check capture funds will be loaded in your Account using your Card.

9. Using Your Physical Card to Get Cash or Account to Make Payments or Transfers.

(a) Using Your Physical Card to Get Cash

With a PIN, you may use your Physical Card to obtain cash or check your balance at any Automated Teller Machine ("ATM") that bears the Visa®, Plus® or NYCE brand. All ATM transactions are treated as cash withdrawal transactions. We limit the amount of any individual

ATM withdrawal as described above, and merchants, banks and ATM operators may impose additional withdrawal limits. You will be charged a fee by us for each cash withdrawal and balance inquiry made at an ATM or cash withdrawal obtained through a bank teller, in the amount disclosed in the accompanying “Schedule of Fees and Charges (Schedule A)” attached to this Agreement. In addition, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

(b) **Availability of Funds After a Remote Check Capture**

Rapid money/Delayed Money. If you use the Ingo mobile check capture service with First Century Bank you may select a rapid withdrawal (“**Rapid Money**”) or a delayed withdrawal (delayed availability) of funds (“**Delayed Money**”); the availability of funds will depend on the withdrawal option you choose, as set forth above in Section 8(D). If you use Delayed Money, you may not withdraw the funds in cash or otherwise use the funds and we will not use the funds to pay any other item until the funds become available.

(c) **Direct Deposits and Same-Day Availability**

Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.

(d) **Funds Availability**

Funds “**availability**” means your ability to withdraw funds from your Account by any method we offer you for access to your Account. If deposited funds are not “available” to you on a given day, you may not use the funds to pay items or honor other withdrawals you request. We may determine the amount of available funds in your Account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the Account balance at the subsequent time will determine whether there are insufficient available funds. Please remember that even after the item has “cleared,” we have made funds available to you, and you have withdrawn or used the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other

problems involving your deposit. The chart below sets out fund availability for various types of deposits:

Transfers of funds from your verified bank account (ACH debit)	Funds from your bank account may take up to 4 Business Days to be available based on the day and time of day you request the transfer. Your Account Balance will be increased when the funds are available.
Transfers of funds from a debit card issued by another bank or by us under a different program	Funds are available as soon as we receive authorization from your debit card issuer.
Direct deposit (you can set up direct deposit from your employer or other payor)	Generally, the funds are available at 8:00 a.m. ET on the day your employer or other payor tells us when to make your funds available. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) Business Days after the transfer. You can look on your Mobile App to find out whether or not the deposit has been made.
Person to person (from one Mobile App user to another Mobile App user)	Funds received will be reflected in the available balance and must be accepted by the recipient. If funds are not accepted by the recipient within [30 days] they will be returned to the sender and will be reflected in the sender's available balance.
Remote check deposits via Ingo	Funds are available as described above.
Cash/Retail loads (the Retailer may have more restricted limits than our own)	Funds are generally available immediately but may take up to 15 minutes after we receive notification of the transaction from the Retailer.

- (i) *Case-by-Case Delays.* In some cases, we will not make all of the funds that you deposit available to you as provided above such as a result of an emergency, a failure of computer or communications equipment.
- (ii) *OFAC.* We are under no obligation to accept any item, ACH funds transfer, or other transaction for deposit to your Account or for collection, and we may refuse to cash or give value for any such item. We may restrict access to any deposit credited to your Account that violates any laws of the United States including those giving rise to OFAC sanctions.

10. Split Transactions Using Your Physical Card.

When making a purchase from a merchant using your Physical Card, if you do not have enough value loaded on your Physical Card, you can instruct the merchant to charge a part of the purchase to the Physical Card and pay the remaining amount with cash or another card. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. If you fail to inform the merchant that you would like to complete a split transaction before swiping your Physical Card, your Physical Card is likely to be declined.

11. **Transactions Using Your Card Number.**

You may initiate a transaction with your Virtual Card without presenting your Physical Card. If you initiate a transaction with your Virtual Card and without presenting your Physical Card (such as for a mail order, internet or telephone purchase, or an ACH debit purchase), the legal effect will be the same as if you used the Physical Card. A transaction using a Virtual Card will require you to use your Virtual Card CVV and expiration date.

12. **Your Obligation for Negative Balance Transactions.**

Each time you initiate a Card transaction, you authorize us to reduce the funds available in your Account by the amount of the transaction and all associated fees. You are not allowed to exceed the available amount in your Account through an individual transaction or a series of transactions (creating a “**negative balance**”). Nevertheless, if any transactions cause the balance in your Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. We reserve the right to bill you for any negative balance or to recoup such negative balance from any other Card we have issued to you. You agree to pay us promptly for the negative balance and any related fees. We also reserve the right to cancel your Account and Card if you create one or more negative balances with your Card.

13. **Business Days.**

For purposes of these disclosures, our **Business Days** are Monday through Friday 8 a.m. – 8 p.m., excluding federal and legal banking holidays in the State of New York.

14. **Authorization Holds.**

You do not have the right to stop payment on any purchase transaction originated by use of your Card, other than a Recurring Transaction as described in the Section below titled “Recurring Transactions.” When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance, and the merchant may estimate its final value. When you use your Physical Card to obtain cash at an ATM or from a bank teller, we will authorize the transaction in advance (including all applicable fees). When we authorize a purchase transaction, we commit to make the requested funds available when the transaction finally settles and we will place a temporary hold on your Account funds for the amount indicated by the merchant. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. Car rentals, hotels and other service-oriented merchants may choose to factor in additional amounts upon check-in, and it may take up to 60 days after your stay or your rental to have any excess amounts held by the hotel or rental company added back to your available balance. Similarly, some gas stations may factor in additional amounts to cover potential filling of the tank; if you want to avoid such a hold, you may want to pay inside the gas station, instead of paying at the pump. Until the transaction finally settles, the funds subject to the hold will not be available to you for other purposes. We will only

charge your Account for the correct amount of the final transaction, and we will release any excess amount to your available balance when the transaction finally settles.

When you use your Card at certain restaurants and service-oriented merchants, there may be an additional 20% (or more) added to the authorization to cover any tip you may leave on the purchase. If this occurs, and your total bill, after adding in the additional 20% (or more), exceeds the amount available on your Account, your transactions may be declined. Accordingly, you should ensure that your Account has an available balance that is 20% (or more) greater than your total bill before using your Card.

15. **Recurring Transactions.**

If you intend to use your Card for recurring transactions, you should monitor your balance and ensure you have funds available in your Account to cover the transactions. “**Recurring transactions**” are transactions that are authorized in advance by you to be charged to your Account at substantially regular intervals. We are not responsible if a recurring transaction is declined because you have not maintained a sufficient balance in your Account to cover the recurring transaction. If these recurring transactions may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice, only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) If you receive electronic deposits of federal payments to your Account or if you have told us in advance to make regular payments (i.e., recurring transactions) from your Account, you can stop the payment by notifying the Program Manager using your Mobile App, by writing the Program Manager, Bambu Systems, LLC, at P.O. Box 2141, Cranberry Township, PA 16066 or by calling the Customer Service telephone number which is (833) 882-2628, in time for us to receive your request at least 3 Business Days or more before the scheduled date of the transfer. If you call, we also may require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these payments 3 Business Days or more before the transfer is scheduled), and we do not do so, we will be liable for your losses or damages. If you have authorized a merchant to make the recurring transaction, you also should contact the applicable merchant in order to stop the recurring transaction.

16. **Preauthorized Credits.**

If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can view your balance using the Mobile App or call the Customer Service telephone number which is (833) 882-2628 to find out whether or not the deposit was made.

17. **Returns and Refunds.**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Account for such refunds. You are not entitled to a check refund unless your Account has been closed. The amounts credited to your Account for refunds may not be available for up to 5 days from the date the refund transaction occurs. If you or such other person or the applicable merchant experiences any problem or difficulty with such refund

transaction, use your Mobile App to contact the Program Manager or call the Customer Service telephone number which is (833) 882-2628.

18. Account and Card, Cancellation and Suspension.

We reserve the right, in our sole discretion, to limit your use of the Account or Card, including limiting or prohibiting specific types of transactions. We may refuse to open an Account or issue a Card, revoke a Card, terminate Account privileges or cancel your Account or Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Account or Card, you may do so by calling Customer Service at (833) 882-2628 or emailing the Program Manager at customer-care@mybambu.com. You agree not to use a revoked, canceled, suspended, terminated or otherwise invalid Card or Account or an expired Card. Our cancellation of Account or Card privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Card or Account privileges through no fault of yours, you will be entitled to a refund as provided below in the Section below titled "Amendment and Cancellation of Your Physical Card." Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under this Agreement without losing them. We are under no obligation during or after termination to pay from uncollected funds, or from funds subject to court order.

You have authority to terminate the Account and Card unilaterally without cause. You may close your Account at any time by emailing the Program Manager at customer-care@mybambu.com or calling Customer Service at (833) 882-2628. Receipt of notice is necessary to effect termination, but termination may become effective at the time notice is given. Your obligation for any Account deficiency is not extinguished when the Account is closed, whether or not we initiate termination. Subject to applicable law we will refund to you available funds in your Account we close. If you do not perform any financial transactions for 12 months or more and there is no balance on your Account, we may close your Account. If you would like to reopen your Account you may contact Customer Service and we will provide a replacement Account.

If you cancel your Account, you may zero out your Account balance before closing your Account or make a bill payment to you as the Biller. If you do not request a bill payment to you we will send you a check in the amount of your Account balance when you close your Account, which we will do for a fee as set forth in the accompanying "Schedule of Fees and Charges (Schedule A)" attached to this Agreement. If your Account is canceled by us when your Account has a balance, we will send you a check in the amount of your Account balance for no charge. In all events, any check we send to you will be sent to the address we have for you in our records.

19. International Transactions.

If you initiate a transaction in a currency or country other than U.S. dollars, you will be charged a fee on the transaction (including credits and reversals) as set forth in the "Schedule of

Fees and Charges (Schedule A)” attached to this Agreement. This fee is in addition to the currency conversion rate. If the transaction is in a currency other than U.S. dollars, the merchant, network, or card association that processes the transaction may convert the transaction (including credits and reversals) into the currency of your Card in accordance with its policies and rates in effect at the time of the transaction. If Visa U.S.A., Inc. (“**Visa**”) converts the transaction, it will establish a currency conversion rate for this convenience using a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. In addition, if you obtain your funds in a currency or country other than U.S. dollars, the Program Manager may increase the currency conversion rate up to an additional 3% of the transaction amount and will retain this amount as compensation for the Program Manager’s services. This charge is independent of and in addition to the currency conversion rate established by Visa.

20. Receipts.

You should get or request a receipt at the time you make a transaction or obtain cash using your Physical Card. You agree to retain your receipts to verify your transactions. You can access your transaction history using the Mobile App, and obtain a receipt at the time you use an ATM terminal.

21. Obtaining Balance and Transaction Information for Your Account; Periodic Statements Alternative.

You should keep track of the amount of funds available in your Account. You may obtain information about the amount of funds you have remaining in your Account by using the Mobile App or calling Customer Service at (833) 882-2628. This information, along with a history of all of your account transactions since your Account was opened, is also available in the Periodic Statements in the Mobile App. A 24-month written history of your Periodic Statements account transactions is available to you by email after you request it by using the Mobile App, emailing us at customercare@mybambu.com, calling Customer Service at (833) 882-2628, or by writing the Program Manager, Bambu Systems, LLC, at P.O. Box 2141, Cranberry Township, PA 16066. You will not be charged a fee for this information unless you request it more than once per month.

22. Confidentiality.

We and the Program Manager may disclose information to third parties about your Account, the Card or the transactions you make using your Account or Card: (i) where it is necessary for completing transactions; (ii) in order to verify the existence of your Account and Card and existence and condition of your Card for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency, court order or other legal reporting requirements; (iv) if you give us your written permission; (v) in connection with collection of indebtedness or to report losses incurred by us, (vi) to our and the Program Manager’s employees, auditors, affiliates, service providers or attorneys as needed; or (vii) as otherwise provided in our Privacy Policy Notice below.

23. **Our Liability for Failure to Complete Transactions.**

IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER FROM US OR THE PROGRAM MANAGER ANY PUNITIVE, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW.

We and the Program Manager will not be liable, for instance:

(1) If, through no fault of ours or the Program Manager, you do not have enough funds available in your Account to complete the transaction or make the transfer, or money is unavailable for withdrawal (for example, because they have not been finally collected or are subject to legal process).

(2) If our system was not working properly and you knew about the breakdown when you started the transfer.

(3) If a merchant refuses to honor the Virtual Card or Physical Card or give cash back.

(4) If an ATM where you are making a cash withdrawal does not have enough cash or does not operate properly, and you knew about the problem when you initiated the ATM transaction.

(5) If you attempt to use your Account or Card that has not been properly registered or activated.

(6) If your mobile phone, Account or Physical Card have been reported as lost or stolen or has been suspended by us, if we have limited or revoked your Account or Card privileges or if we have reason to believe the transaction is not authorized by you.

(7) If access to your Account or Card has been blocked after you reported your Card, Card PIN, Password and any other access code related to your Account or Card (each, an “**Access Code**”) and any other access code or credential related to your Card or Account) lost or stolen.

(8) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use.

(9) If we or the Program Manager have reason to believe the requested transaction is unauthorized.

(10) If circumstances beyond our or the Program Manager’s control (such as fire, flood or computer or communication failure) prevent the transfer, despite reasonable precautions that we or the Program Manager have taken.

(11) The Card transaction is declined because the billing address you provide upon completion of your transaction does not match the billing address you provided us at the time you open your Account.

(12) The Card or Account transaction is declined because the information you provide is incorrect or cannot be verified.

(13) For any other exception stated in this Agreement with you.

Notwithstanding, if we make an error in your favor by excessively crediting or insufficiently debiting your Account for any reason, including but not limited to the giving of cash or credit in excess of a corresponding Account debit, you agree that you immediately owe us the amount in error, whether you relied on the error or not.

24. In Case of Errors or Questions about your Account or Card.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ACCOUNT, ACCESS YOUR MOBILE APP, TELEPHONE CUSTOMER SERVICE AT (833) 882-2628, WRITE TO THE PROGRAM MANAGER, BAMBU SYSTEMS, LLC, AT P.O. BOX 2141, CRANBERRY TOWNSHIP, PA 16066 AS SOON AS YOU CAN, OR EMAIL THE PROGRAM MANAGER AT CUSTOMERCARE@MYBAMBU.COM AS SOON AS YOU CAN, IF YOU THINK YOUR STATEMENT, TRANSACTION HISTORY OR RECEIPT IS WRONG OR IF YOU NEED MORE INFORMATION ABOUT A TRANSFER LISTED ON THE TRANSACTION HISTORY OR RECEIPT.

We will allow you to report an error until 60 days after the earlier of the date you electronically access your Account or Card, if the error could be viewed in your electronic history, or the date we sent the FIRST electronic history on which the error appeared. You may request an electronic history of your transactions at any time by calling the Customer Service telephone number which is (833) 882-2628, writing the Program Manager, Bambu Systems, LLC, at P.O. Box 2141, Cranberry Township, PA 16066 or by writing the Program Manager at customercare@mybambu.com. You will need to tell us: (1) your name and Account or Card Number; (2) why you believe there is an error, and the dollar amount involved, and (3) approximately when the error took place. If you tell us orally, we will require that you send your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 business days (five business days for Visa Point of Sale Signature unauthorized debit transactions, unless the dispute resolution team determines an exceptional basis exists, in which case Visa allows an additional five Business Days in which to provide the provisional credit) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within 10 Business Days (five Business Days for Visa Point-of Sale Signature unauthorized debit transactions, unless the dispute resolution team determines an exceptional basis exists, in which case Visa allows an additional five business days in which to provide the provisional credit) for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within 10 Business Days, (five Business Days for Visa Point-of Sale Signature unauthorized debit transactions) we may not credit your

Account. For errors involving a new Card or Account (that is, an new Account for which the initial deposit or value load occurred within the last 30 days), POS transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three Business Days after completing the investigation. If we decide that there was no error, we will send you a written explanation and debit your Account for the amount of the provisional credit. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call the Customer Service telephone number which is (833) 882-2628, write the Program Manager at P.O. Box 2141, Cranberry Township, PA 16066 or email us at customercare@mybambu.com.

25. Lost or Stolen Cards/Unauthorized Transfers.

If you believe your Physical Card, Access Codes, including your Card PIN has been lost or stolen, email the Program Manager at customercare@mybambu.com, call the Program Manager at (833) 882-2628 or write to the Program Manager, Bambu Systems, LLC, at P.O. Box 2141, Cranberry Township, PA 16066. You also should email us, call the number or write to the address shown here if you believe an electronic transfer has been made using the information from your Card, Access Code including your Card PIN without your permission.

26. Your Liability for Unauthorized Transfers.

You agree to exercise reasonable control over the information related to your Account, including your Card, Access Codes, including Card PIN. Tell us AT ONCE if you believe your Physical Card, Access Codes, including Card PIN has been lost or stolen. Also, if your transaction history shows transfers that you did not make, including those made with your Card, Card Number or Account Number, or you believe an electronic transfer has been made without your permission, tell us at once. The best way to keep your losses down is by emailing the Program Manager at customercare@mybambu.com, calling the Program Manager at (833) 882-2628 or writing to the Program Manager at P.O. Box 2141, Cranberry Township, PA 16066. You could lose all of the money in your Account. If you tell us within two business days after you learn of the loss or theft of your Card, you can lose no more than \$50.00 if someone used your Card without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card, and we can prove that we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00. If you do not tell us within 60 days after the earlier of the date you electronically access your Account or the date we sent the FIRST written history on which the error appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good, documented, reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Visa's Zero Liability Policy. In addition to the limitations on liability described above, you will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card, Access Codes, including Card PIN. You also agree to cooperate completely with us in attempts to recover funds from unauthorized users and to assist in their prosecution. We may issue a replacement Card and Card PIN, but only after you have provided such proof and security or indemnification as we may require. In addition, you acknowledge that

we may have to deactivate your Card and/or Account to prevent future losses. If you share your Card, Access Codes, including Card PIN with another person, use of your Account by that person may be considered as authorized. If you authorize another person to use your Card, Access Codes, including PIN, you agree that you will be liable for all transactions arising from use of the Card, Access Codes, including Card PIN by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction and you do not benefit from the transaction in any way. Visa's Zero Liability policy covers U.S.-issued cards only and does not apply to ATM transactions outside the Visa and PLUS networks, PIN transactions not processed by Visa, or certain commercial card transactions. Accountholder must notify us promptly of any unauthorized use.

If you are a California resident you will not be liable for the \$500 amount described above for unauthorized use of your mobile phone, Account, Card or Access Codes in any event. If you are a New York resident, your liability for unauthorized use of your mobile phone, Account, Card or Access Codes will not exceed \$50. In Massachusetts, the 2 day and 60-day time limits for reporting unauthorized transactions do not apply and the \$500 limit does not apply.

Cooperation in the Case of a Claim of Loss for Debited Items. If you claim a credit or refund because of an unauthorized transfer, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your Account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of unauthorized withdrawals. You also agree to cooperate reasonably with us in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your mobile phone, Account, Card or Access Codes. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

27. **Other Terms.**

Your Physical Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Account and Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law or regulation of any governmental agency whether local, state or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. THIS AGREEMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING NEW YORK'S CHOICE OF LAW RULES) EXCEPT TO THE EXTENT PREEMPTED OR GOVERNED BY FEDERAL LAW.

28. Amendment and Cancellation of Your Physical Card.

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law before the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. You may cancel your Physical Card by calling Customer Service at (833) 882-2628 or emailing at customercare@mybambu.com. If you cancel your Physical Card, you may zero out your Account balance by using your Physical Card before cancelling your Physical Card, by using the Bill Payment Service to pay yourself in the amount of your Account balance or by requesting that we send you a check in the amount of your Account balance when you close your Account, which we will do for a fee as set forth in the accompanying "Schedule of Fees and Charges (Schedule A)" attached to this Agreement.

29. Telephone Monitoring/Recording.

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our Customer Service or as required by applicable law.

30. No Warranty Regarding Goods and Services; Disclaimer of Warranties.

We are not responsible for the quality, safety, legality or any other aspect of any goods or services you purchase with your Account or Card. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE ACCOUNT OR CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. .

31. Arbitration Provision.

This Arbitration Provision sets forth the circumstances and procedures under which Claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party.

YOU MAY REJECT THIS ARBITRATION PROVISION BY SENDING US A WRITTEN NOTICE WHICH GIVES YOUR NAME, ADDRESS, EMAIL ADDRESS, AND EACH CARD NUMBER WITH A STATEMENT THAT YOU REJECT THE ARBITRATION PROVISION. THE REJECTION NOTICE MUST BE SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO PROGRAM MANAGER, BAMBU SYSTEMS, LLC, AT P.O. BOX 241 CRANBERRY TOWNSHIP, PA 16066, ATTN: ARBITRATION REJECTION NOTICE. A REJECTION NOTICE MUST BE SIGNED BY YOU AND RECEIVED BY US WITHIN 45 DAYS AFTER THE DATE THE DATE YOU RECEIVE THE FIRST CARD ISSUED UNDER THIS AGREEMENT. REJECTION OF ARBITRATION WILL NOT AFFECT ANY OTHER TERM OF THIS AGREEMENT.

(a) **Definitions:** As used in this Arbitration Provision, the term "**Claim**" means any claim, dispute or controversy between you and us, or between you and Bambu Systems, LLC as Program Manager for the Bambu Prepaid Visa Card or any of its agents, contractors or retailers,

arising from or relating to the Account, the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement or any of the foregoing. “**Claim**” also includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims, claims based upon contract, tort, fraud and other intentional torts, consumer rights, statutes, regulations, ordinances, common law and equity, and claims which arose before the date of this Agreement. The term “**Claim**” is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Account or Card; (ii) the amount of available funds on the Account; (iii) advertisements, promotions or oral or written statements related to the Account, Card, or goods or services purchased with the Account or Card; (iv) the benefits and services related to the Account or Card; (v) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (vi) collection of any debt and the manner of collection; and (vii) your enrollment for the Account or Card. We shall not elect to use arbitration under the Arbitration Provision for any individual Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any Claim that is appealed, transferred or removed from that court shall be subject to arbitration. Also, “**Claim**” does not include disputes about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof; all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term “**Claim**” includes any dispute about the validity or enforceability of this Agreement as a whole; any such Claim is for the arbitrator, not a court, to decide. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. As solely used in this Arbitration Provision, the terms “**we**” and “**us**” shall for all purposes mean the Bank, the Program Manager, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, “**we**” or “**us**” shall include any third party using or providing any product, service or benefit in connection with the Account, the Card (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms “**you**” or “**yours**” shall mean all persons or entities approved by us to have and/or use an Account or Card, including but not limited to all persons or entities contractually obligated under this Arbitration Provision and the Agreement.

(b) **Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services (“**JAMS**”) or the American Arbitration Association (“**AAA**”), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy

of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; and (ii) AAA at 120 Broadway, Floor 21, New York, NY 10271; website at www.adr.org. If both JAMS and the AAA are unable to serve as administrator and we cannot agree on a replacement, a court with jurisdiction will appoint the administrator or arbitrator.

(c) **Significance of Arbitration:** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, 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 OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE “**CODE**”). FURTHER, NEITHER YOU NOR WE WILL 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, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ARBITRATION. THE ARBITRATOR SHALL NOT JOIN OR CONSOLIDATE CLAIMS 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) **Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action or private attorney general basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator’s authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator’s authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. This section of this Arbitration Provision is the “Class Action Waiver.” (Special procedures apply to Claims that seek public injunctive relief, as set forth below).

(e) **Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any individual Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(f) **Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the “**FAA**”). The arbitration shall be governed by

the applicable Code, except that this Arbitration Provision shall control if it is inconsistent with the applicable Code or with other provisions of this Agreement. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with experience in the subject matter of the Claim or a retired judge, unless you and we agree otherwise.

The arbitrator shall apply the applicable substantive law, consistent with the FAA, that would apply if an individual matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable, and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the administrator's rules or applicable law. The arbitrator shall apply applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within 15 days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within 20 days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, if the amount in controversy exceeds, \$50,000, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have 30 days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding except for any appeal rights under the FAA.

(g) **No Preclusive Effect:** No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

(h) **Continuation and Severance:** This Arbitration Provision shall survive cancellation, suspension, revocation or termination of your Account, Card or this Agreement as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is held

to be invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity, except that: (A) If the Class Action Waiver is declared unenforceable in a proceeding between you and us with respect to a Claim that does not seek public injunctive relief, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Provision (except for this sentence) shall be null and void in such proceeding; and (B) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver and/or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim, and that determination becomes final after all appeals have been exhausted, the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for class-wide or public injunctive relief be arbitrated.

32. **Delivery of Electronic Communications.**

The following E-Communication Disclosure (“**Disclosure**”) applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Account and any related products and services (“**Communications**”), to the extent you have consented to receiving such Communications electronically and failure to consent will result in a declined application for a Bambu Mobile App Account or Bambu Prepaid Visa Card, except as provided below.

(a) ***Scope of Communications to Be Provided in Electronic Form.*** When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Account and any related products or services
- Your Agreement and any notices about a change in terms to it
- All disclosures, notices and other communications regarding transactions you make through your Mobile App
- Disclosures, agreements, notices and other information related to the opening or initiation of an Account, product or service including, but not limited to, your Agreement, fee schedules or other disclosures or notices that may be required by the Electronic Fund Transfer Act, the Gramm Leach Bliley Act or other applicable federal or state laws and regulations
- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of your Account, any product or service including, but not limited to, Account information, Account activity, Account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Electronic Fund Transfer Act, the Gramm Leach Bliley Act or other applicable federal or state laws and regulations
- Any notice or disclosure regarding your Account, product or service fee

- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to Account, products or services you obtain from us
- Privacy policies and notices
- Error resolution policies and notices
- Responses to claims filed in connection with your Account
- Notices regarding insufficient funds or negative balances

(b) ***Method of Providing Communications to You in Electronic Form.*** All Communications that we provide to you in electronic form will be provided either (1) via an email notice we send to you at the time the information is available, or (2) by posting such Communications in the Mobile App, or (3) via optional text messages (SMS). Once you provide your mobile phone number and download the Mobile App to your mobile phone, we will send you important notices to the mobile number you have provided to the Mobile App. In addition, if you provide your mobile phone number and download the Mobile App, you expressly consent to receive text messages relating to your Account at that number and device. Third-party data and message fees may apply.

(c) ***How to Withdraw Consent.*** You may withdraw your consent to receive Communications in electronic form at any time by emailing the Program Manager at customer@mybambu.com or calling Customer Service at (833) 882-2628. If you do withdraw your consent, we may close your Account, except where prohibited by law. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

How to Update Your Records. If you change your mobile phone number or text message address, you must promptly provide and verify your new mobile device number or text message address. It is your responsibility to provide the Program Manager with your true, accurate and complete email address (if you have elected to receive email messages from us), your contact information and other information related to this Disclosure and your Account, and to maintain and update promptly any changes in this information. You can update information (such as your email address) through the Mobile App or by calling Customer Service at (833)882-2628.

(d) ***Hardware and Software Requirements.*** In order to access, view and retain Communications that we make available to you electronically, you must have:

- A smartphone that runs on Apple iOS version 5Se or later or Google Android version 6 or higher;
- Internet access to your smartphone using a cellular data package or WiFi;
- A personal email account available on your mobile phone; and
- Sufficient electronic storage in the smartphone to install the mobile application

Requesting Paper Copies. We will not send you a paper copy of any Communication unless we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically. To request a paper copy, write Bambu at P.O. Box 2141, Cranberry Township, PA 16066 or by calling the Customer Service telephone number which is (833) 882-2628.

(e) **Termination/Changes.** We reserve the right, in our sole discretion, to **discontinue the provision of your electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.**

33. **Legal Actions Affecting Your Account.**

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account (termed “**legal action**” in this Section) regardless of the jurisdiction of the issuing authority, we may rely on the representations made therein and comply with that legal action. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the legal action.

34. **Third Party Agreements.**

Your use of the mobile phone may be subject to separate agreements you may enter into with your mobile device operating system provider (e.g., Apple, Google or Microsoft®), your mobile device manufacturer (e.g., Apple, Samsung®), your mobile service carrier (e.g., AT&T® or Verizon®). You agree to comply with all applicable third-party terms of agreement when using the Mobile App. We are not a party to those agreements and have no responsibility for the products and services provided by third parties.

35. **English Language Controls.**

Any translations of this Agreement that may be provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English. In the event of any conflict between the English version and the non-English version, the English version will control.

Schedule of Fees and Charges:

SCHEDULE A

All fees	Amount	Details
Get started		
Account opening including a Virtual Card	\$0.00	No fee
Physical card purchase	\$0.00	No fee
Monthly usage		
Monthly fee: Account and Virtual Card	\$0.00	No fee
Monthly fee: Physical Card	\$0.00	No fee
Add money		
Direct deposit	\$0.00	No fee
Cash reload	\$0.00	Fees up to \$3.95 imposed by InComm and participating retailers may apply when reloading cash to your Account at InComm participating retail reload locations. Participating retailers and their locations may be found on the Mobile App.
Bank transfer to Account by an ACH deposit	\$0.00	No fee
Debit card transfer to Account	\$0.00	No fee
Remote check deposit: Expedited funding	Payroll/government checks 2% Personal checks 5% Minimum \$5.00	This is total of our fee and the fee to Ingo Money, Inc., a third-party service provider of the remote check capture deposit service (“Ingo”).
Remote check deposit: non-expedited funding in up to 10 days	\$0.00	No fee. This service may be provided by us or by Ingo.
Per Card POS purchase with PIN	\$0.00	No fee
Per Card POS purchase with signature	\$0.00	No fee
Spend money		
Bill Payment Transaction Fee	\$1.00	This is the total of our fee. Regular bill pay transactions will be completed within 3 Business Days.
Mobile top-up (in the U.S. and International)	\$0.00	Third party fees will apply, including the commission of the Program Manager, the third party reseller and your carrier. The cost for additional minutes or data may be also charged by the carrier and varies.
ATM withdrawal using your Physical Card	\$2.00	This is our fee. You may also be charged a fee by the ATM operator,

All fees	Amount	Details
		even if you do not complete a transaction.
Cash back at point of sale using your Physical Card	\$0.00	No fee
Information		
Customer service (live agent or automated)	\$0.00	No fee
ATM balance inquiry	\$0.50	This is our fee. You may be charged a fee by the ATM operator.
Mobile App Account balance and transaction history inquiry	\$0.00	There is no fee for accessing Account information on the Mobile App.
Text alerts	\$0.00	You may be charged a fee by the carrier.
Using your Account outside the U.S.		
International Card transaction	3%	Of the U.S. dollar amount of each transaction. This is our fee. Visa may charge an additional fee.
International ATM withdrawal using your Physical Card	\$0.50	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM balance inquiry using your Physical Card	\$3.00	This is our fee. You may also be charged a fee by the ATM operator.
International bill payment transaction fee	up to 3% \$2.50	Of the U.S. dollar amount of each transaction. The fee for currency conversion, if applicable, will vary but will not exceed 3%. This is the Program Manager's fee and includes a fee for our third-party providers that provide this service. A list of the billers can be found on the Mobile App.
Transfer to a U.S bank account	\$0.00	You may be charged a fee by the receiving bank. We may use ACH or your Card for this transfer. A transfer may be made to a prepaid card if permitted by the issuing bank of such prepaid card.
Transfer for international cash pick up	up to 3% up to \$3.99	Of the U.S. dollar amount of each transaction. The fee for currency conversion, if applicable, will vary but will not exceed 3%. This is the Program Manager's fee and includes a fee for third-party providers that provide this service. A list of the cash pick up locations can be found on the Mobile App.

All fees	Amount	Details
Transfer to an international bank account	up to 3% \$0.85	Of the U.S. dollar amount of each transaction. The fee for currency conversion, if the transaction is not in U.S. dollars applicable, will vary but will not exceed 3%. This is the Program Manager's fee and includes a fee for third-party providers that provide this service. You may be charged a fee by the receiving bank. A list of the participating banks can be found on the Mobile App.
Other		
Person to person transfers between Mobile App users	\$0.00	No fee
Inactivity	\$3.00	You will be charged this fee each month beginning in the 13th month after you have not completed an Account deposit or withdrawal transaction or used your Card for 12 months and will be charged until there is activity in your Account or on your Card.
Physical Card replacement, regular delivery	\$5.00	
Paper Account cancellation check to you for your Account balance when you cancel your Account	\$5.00	This fee is for a check we write to you if you decide to cancel your Account, you have an Account balance and you request that we send you a paper check. If you use the Mobile App bill payment service to send yourself a check, see above for the bill payment fee. The check delivery may take up to 5 Business Days. There is no fee for a paper Account cancellation check if we decide to cancel your Account.
ACH Originated Return fee	\$0.00	No fee
ACH Return fee	\$0.00	No fee

Your funds are eligible for FDIC insurance. Your funds will be in a deposit account at Metropolitan Commercial Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Metropolitan Commercial Bank fails if specific deposit insurance requirements are met. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

There is no overdraft/credit feature.

Contact Bambu, the Program Manager, by using your Mobile App, by calling (833) 882-2628 or by mail to the Program Manager at P.O. Box 2141, Cranberry Township, PA 16066.

For general information about debit accounts, visit [cfpb.gov/prepaid](https://www.cfpb.gov/prepaid).

If you have a complaint about your Account, call the Consumer Financial Protection Bureau at 855-411-2372 or visit [cfpb.gov/complaint](https://www.cfpb.gov/complaint).

Other Important Information

For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization.

For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization. We also will limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing – without your authorization.

For Vermont Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization, and we will not share personal information with affiliates about your creditworthiness without your authorization.