

Terms and Conditions Applicable to Your Lead Digital Account

Fees Applicable to your Lead Digital Account

Monthly fee	Per purchase	ATM withdrawal	Cash reload
\$0	\$0	Not Available	Not Available
ATM balance inquiry		Not Available	
Customer service (automated or live agent)		\$0	
Inactivity		\$0	
We charge one other type of fee (PIN Debit Reload): \$3.00 (PIN-less Debit Reload): \$2.00			

No overdraft/credit feature

Register your Account for FDIC insurance eligibility and other protections.

Find details and conditions for all fees and services below or visit www.paytender.com

Your funds will be held in a prepaid digital account at Lead Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Lead Bank fails, if specific deposit insurance requirements are met and your Account is registered. See www.fdic.gov/deposit/deposits/prepaid.html for details.

Visit www.paytender.com or call 1-800-687-1557 to learn more about the terms and conditions of your Lead Digital Account.

For general information about prepaid Accounts, visit www.cfpb.gov/prepaid. If you have a complaint about a prepaid Account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit www.cfpb.gov/complaint.

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List of all fees associated with your Lead Digital Account

Load My Account	Fee	Details
Use my PIN and debit card to load my Account at a merchant that accepts Paytender	\$3.00	The bank that issued your debit card may also charge you a fee in connection with a debit card load. No charge to load your card via ACH
Use my debit card to load my Account without the use of a PIN	\$2.00	The bank that issued your debit card may also charge you a fee in connection with a debit card load. No charge to load your card via ACH
Use My Account	Fee	Details
Use my account to make a purchase at a merchant that accepts Paytender	Fee Varies	Some merchants may assess a surcharge to accept transactions made using your Lead Digital Account or Paytender Direct (typically 2.5-3.5% of the transaction amount, plus, in some cases, a fee approximating \$0.75-\$1.00). These surcharges vary by merchant and are subject to change.

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ACCOUNTHOLDER AGREEMENT

This document, including the fee schedules and the attached Servicing Addendum (the “Addendum”), constitutes the agreement (the “Agreement”) outlining the terms and conditions under which your Lead Digital Account (your “Lead Digital Account” or your “Account”) has been issued by Lead Bank. This document also outlines the services provided to you by Dama Financial in connection with your use of your Account. By accepting and using your Account, you agree to be bound by the terms and conditions set forth in this Agreement.

This Agreement and disclosure is made in compliance with federal law regulating electronic funds transfer (“EFT”) services.

Definitions

“Account” means the records we maintain to reflect the transactions made with your Lead Digital Account. “Account ID” means the email address used to identify your Account. “Access Device” means the mobile device such as a smartphone or tablet that you use to access your Account. “ACH” refers to Electronic Funds Transfers made through the Automated Clearing House network run by the National Automated Clearinghouse Association (“NACHA.”) “Dama” or “Dama Financial” means Dama Technology, Inc., the servicer for the Lead Digital Account Program and its successors, affiliates or assignees. Electronic funds transfers or “EFTs” are electronically initiated transfers of money, based on your authorization and direction, from one account to another such as the movement of money from your primary bank account to your Lead Digital Account. “Linked Account” means an external account, such as a checking account, that you can use to fund your Account or make payments via Paytender Direct. “Paytender” is a payments service provided through Dama Financial that you can use to make purchases at merchants who accept Paytender using funds in your Lead Digital Account or your Linked Account. “Value Loading” or “Loading” is the transfer of funds from your Linked Account to your Lead Digital Account. Your first Value Load is referred to as a “Trial Value Load.” “Point of Sales Terminal” or “POS” means a debit card reader at a Paytender merchant that you can use to Load your Account. “You,” “your” and “Accountholder,” refers to the person who submits an initial request for your Account and is authorized to use the Account as provided for in this Agreement. “We,” “us,” and “our” means Lead Bank, member FDIC, the issuer of your Account, and Dama, its service provider.

Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

Opening an Account (Identity Verification)

Any request for a Lead Digital Account will be processed by Dama, acting on behalf of Lead Bank, at its offices located in South San Francisco, CA or Kansas City Missouri. “In order to become an Accountholder, you must be an individual who can lawfully enter into and form contracts under applicable law in the state in which you reside.

You will need to provide personal information in order for us to verify your identity (“Register”) if you want to load your Account again after your initial Trial Value Load. To be eligible to Register your Lead Digital Account, you represent and warrant that: (a) you are at least 21 years of age; (b) the personal information that you provide to us is true, correct, and complete; and (c) you have read this Agreement and agree to be bound by, and comply with, its terms.

Important information for Registering an Account: To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires us to obtain, verify, and

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record information that identifies each person who opens a reloadable account. WHAT THIS MEANS FOR YOU: When you Register your Lead Digital Account, we will ask for your name, address, date of birth, and your government ID number. We may also ask to see your driver's license or other identifying information. Account Registration and identity verification are required before you reload your Account or receive certain benefits related to your Account. When you Register your Lead Digital Account, you must also provide us with information sufficient for us to identify the Linked Account (see section entitled "*Loading/Unloading Your Account*" below) that you intend to use to load your Account via ACH transfers or debit transactions.

After your Lead Digital Account is Registered, we may ask to see a copy of your driver's license or other identifying documents at any time if we deem it necessary to verify your identity, address or transactions on your Account. These measures are specifically designed to help us protect your identity and identify possible fraud on your Account. If we ask for specific identifying documents, we will have the right to immediately close or suspend your Account if those specific documents are not provided.

Warning regarding Accounts that have not been Registered.

It is important to Register your Account as soon as possible. Until you Register your Lead Digital Account and we verify your identity, we are not required to research or resolve any errors regarding your Account. You may Register and activate your Account by following the procedures set forth in the Paytender application on the Access Device associated with your Account. We will ask you for identifying information about yourself (including your full name, address, date of birth, and Social Security or other government issued identification Number so that we can verify your identity.

Rights of Registered Account Holders

After you Register your Account, the following features and benefits are available to you:

- You can Reload your Account (up to \$1,000) through ACH or debit transactions from your Linked Account;
- You can accept refunds from Paytender merchants to your Account;
- You can transfer funds from your Account to your Linked Account;
- The funds deposited in your Account will be covered by FDIC insurance;
- You will have the right to obtain written histories of your Account activity; and
- We will research and seek to resolve any errors regarding your Account.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This EFT Agreement and Disclosure is made in compliance with federal law regulating EFT services and outlines the terms and conditions under which your Lead Digital Account has been issued by Lead Bank. The following disclosures set forth your rights and responsibilities concerning EFTs.

You acknowledge and agree that your Lead Digital Account is a prepaid account and that the value available in your Account is limited to the funds that you have loaded into it..

Your Account does not have an expiration date. You are the direct beneficiary of the funds loaded into your Lead Digital Account. Your Account is not a gift Account nor is it intended to be used for gifting purposes. Your Lead Digital Account is not a credit card account. Your Account may not be resold.

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You will not receive any interest on the funds in your Account. Your Account is nontransferable and may, subject to applicable law, be canceled or revoked at any time without prior notice (see the Section entitled “*Amendment and Cancellation*”). Your Lead Digital Account is not designed for business use, and we may close your Account if we determine that it is being used for business purposes. We may refuse to process any transaction initiated using your Account that we believe may violate the terms of this Agreement or applicable law.

Your Lead Digital Account does not constitute a checking or savings Account and is not connected in any way to any other account, except as described in the section labeled “*Loading/Unloading Your Account*.”

The funds in your Account will be FDIC insured upon receipt by Lead Bank, provided your Account is Registered with us (for more information, see the section labeled “*Opening an Account (Identity Verification)*”).

Document your Account ID and the Customer Service phone number provided in this Agreement and keep it in a safe place in case your Access Device is lost, stolen, compromised or destroyed. Please read this Agreement carefully and keep it for future reference.

Account Access

You must set a password when you first activate your Account. Only one (1) password will be issued for your Lead Digital Account. Your Account ID, password and Access Device can be used to make purchases at any merchant that accepts Paytender. You should not write your password down or keep your password with your Access Device. Never share your password with anyone. When entering your password, be sure it cannot be observed by others. If you believe that anyone has gained unauthorized access to your Account, you should advise us immediately by following the procedures described in the section of the Addendum labeled “*Unauthorized Transfers*.”

You are responsible for all authorized transactions initiated by use of your Account. If you permit another person to have access to your Account, Account ID, password or Access Device, we will treat their use of your Account as having been authorized by you and you will be liable for all transactions executed by them. You are wholly responsible using your Lead Digital Account according to the terms and conditions of this Agreement.

Business days

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included, even if we are open.

Loading/Unloading Your Account

After you complete the Registration process, you may add additional funds to your Account, called “Value Loading” or “Loading” at any time, subject to the limitations described in this Agreement. You may complete a Value Load into your Account by arranging to have funds you have in your Linked Account, electronically transferred to your Account using the ACH system (“ACH Deposit”), by using the debit card and PIN associated with your Linked Account at a merchant that accepts Paytender (a “PIN Debit Load” or “PIN Debit Deposit”) or by using your Access Device without the entry of a PIN.

We will not accept ACH Deposits, deposits made via Debit Loads (whether PIN or PIN-less) from any source other than your Linked Account.

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You can load your Account by using a debit card and PIN associated with your Linked Account at a POS device at a merchant that accepts Paytender and transferring funds to your Account. We charge a \$3.00 fee for PIN Debit Loads. You may also load your Account by using your Access Device without the entry of a PIN. We charge \$2.00 for a PIN-less Debit Load. Your bank may also charge you a fee for these transactions. Some merchants may charge a transaction fee and a surcharge on transactions you make using your Account. The Debit Load fees are the only fees we will charge you in connection with your Account. You can get a receipt in connection with a PIN Debit Load. The value transferred by you via a Debit Load will be available in your Account promptly after you initiate the transaction.

You can also load your Account by making ACH transfers from your Linked Account. We do not charge a fee for ACH Deposits into your Account. In order to enable ACH Deposit value loads you must verify control of the Linked Account by confirming the amount of two trial deposits. Your bank may take several days to receive these trial deposits. Funds transferred via ACH from your Linked Account may not be credited to your Lead Digital Account for up to four business days after the amount of your transfer is debited from your Linked Account.

By opening your Account, you irrevocably authorize us to electronically debit the Linked Account designated by you each time you load your Account or use Paytender Direct in order to make a purchase. All transactions to/from your Linked Account, including ACH transactions, are considered originated and approved by you; therefore authorizing Dama (as Program Manager) to notify Lead Bank to process the transaction pursuant to your instructions. Lead Bank will act as both an Originating Depository Financial Institution and a Receiving Depository Financial Institution, as appropriate depending on the transaction. This authorization will remain in full force and effect until you notify us that you wish to revoke it or your Account is closed. Notice of any such revocation should be directed to the Customer Service address set forth in the Addendum. We require at least five business days' notice of any such cancellation. If you revoke this authorization, you will not be able to load your Account and you will no longer have access to Paytender Direct.

You may only load your Account once before it is Registered with us. The maximum amount that may be loaded into your Account before it is Registered is \$300. After you Register your Lead Digital Account, your maximum balance limit will be increased to \$1000. When calculating these maximum amounts, we will take into consideration all accounts you may have that are serviced by Dama, regardless of the issuing bank.

Before your Account is Registered with us, you may not withdraw cash from your Account unless it is being closed or cancelled (see the Section entitled *Amendment and Cancellation*). The only other way to withdraw value from an Account that has not been Registered is to spend money at a merchant that accepts Paytender. After your Account is Registered, you may transfer funds from your Account to your Linked Account via ACH or via a PIN-less debit transfer. Funds transferred from your Account via ACH may not be credited to your Linked Account for up to four business days after the amount of your transfer is debited from your Account. Amounts transferred via PIN-less debit should be promptly credited to your Linked Account. You will not receive a receipt in connection with ACH and PIN-less debit transfers into and out of your Account. Withdrawal limits may apply and our fraud prevention procedures could operate to limit your ability to withdraw funds from your Account until such time as we determine that a proposed withdrawal has in fact been authorized by you.

You cannot load your Account using a credit card. You cannot make an ACH transfer into or out of your Lead Digital Account from or to an account other than your Linked Account.

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We do not accept cash, checks or money orders or other forms of value for deposit into your Account. You cannot write checks drawn on your Account. You may not authorize others to make preauthorized debits from your Account.

You cannot use your Account to conduct transactions at automated teller machines (ATMs). You cannot use your Lead Digital Account to make person-to-person transfers to other Lead Digital account holders. Your Account cannot be used to make purchases outside of the United States.

Using Your Account/Limitations

Subject to the limitations set forth in this Agreement, you may use your Lead Digital Account to (1) transfer funds between your Linked Account and your Account (see section entitled "*Loading/Unloading Your Account*"); and (2) purchase goods and services wherever Paytender is accepted. The amount of any purchase transactions (plus any applicable fees and surcharges imposed by the merchant) will be deducted from your Account. You may not spend more money than you have in your Account. We do not charge you a fee when you use your Account to make a purchase, although some merchants may charge you a processing fee and/or a surcharge as described above. You can get a receipt when you use your Lead Digital Account to make a purchase.

You can also use Paytender Direct to make payments to merchants that accept Paytender directly from your Linked Account. The terms and conditions associated with the use of Paytender Direct are set forth in the Addendum.

If you do not have enough funds available in your Account, you can instruct the merchant to charge a part of the purchase to your Account and pay the remaining amount with cash or another payment method accepted by the merchant. These are called "split transactions." Some merchants will not allow you to conduct split transactions. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge no more than the amount of funds available in your Account to your Account. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to attempting to use your Account and you do not have sufficient funds in your Account, your transaction will be declined.

You may not use your Lead Digital Account in connection with the creation and/or negotiation of any financial instruments, such as checks. We will not honor any checks or other instruments created using your Account that are presented to us for payment.

You may not use your Account for any illegal transactions. Use of your Account is also subject to fraud prevention restrictions at any time, with or without notice.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Account. If you authorize a transaction and then fail to make that purchase as planned, the approval may result in a hold being placed on the funds in your Lead Digital Account until we can confirm that the authorized transaction was not in fact completed.

For security and fraud prevention reasons, we may suspend your ability to engage in transactions or limit the amount or number of purchase transactions you can make with your Account.

Each time you use your Account to purchase something, you authorize us to reduce the value available in your Account by the amount of the transaction (plus any applicable Load fees, processing fees and/or surcharges). You may not exceed the amount available in your Lead Digital Account through an

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individual transaction or a series of transactions. If any transaction exceeds the balance of the funds available in your Account, it will be declined. If despite our precautions, you create a negative balance in your Account, you agree to promptly pay us the amount of the negative balance. If you have not added sufficient funds to your Account to cover any negative balance within ten (10) days of its creation, we will cancel your Account and pursue collection, including the right to collect funds, equal to or less than the negative balance, from any other account(s) you may have that are managed by Dama.

Preauthorized Debits and Credits

You cannot use your Lead Digital Account to arrange for direct deposits or recurring payments to others. You may only use the ACH network or PIN-less debit transactions to move funds from your Account to your Linked Account. We will reject ACH credits and debits directed to your Account that are received from a source other than your Linked Account

Periodic Statements; Receipts

You will not receive periodic statements regarding your Account. You can check your balance and transaction history as provided in the section entitled *Checking Your Balance/Transaction Histories* in the Addendum.

You should get a receipt each time you use a POS terminal to initiate a transaction involving your Account.

Confidentiality

We will disclose information to third parties about your Lead Digital Account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and conditions of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders or other legal reporting requirements;
- To our employees, auditors, affiliates, sponsor banks, service providers or attorneys, as needed; or
- If you give us written permission.

Account Replacement

If you need to replace your Account for any reason, please contact us at 1-800-687-1557 to request a replacement Account. You will be required to provide personal information which may include your existing Account ID, full name, transaction history, and similar information to help us verify your identity. There is no fee for replacing your Lead Digital Account.

Miscellaneous

Your Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Account is subject to all applicable rules and customs of any clearinghouse or other network or association involved in your 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, local, state, or

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federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of California except to the extent governed by federal law.

Amendment and Cancellation

We may (a) amend or change the terms and conditions of this Agreement or (b) cancel or suspend your Account or this Agreement at any time without prior notice to you except as required by applicable law. You will be notified of any change in the manner required by applicable law prior to the effectiveness of the change. If, however, we make the change for security purposes, we can implement it without prior notice to you. You may cancel this Agreement by terminating your Lead Digital Account. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event your Account is cancelled, closed or terminated for any reason, so long as you used your Account in accordance with the terms of this Agreement, you may request the unused balance to be returned to your Linked Account via ACH or Pin-less debit. There is no fee for this service. We reserve the right to refuse to return any unused balance amount that is less than \$1.00.

We will comply with unclaimed property laws and appropriately engage in escheatment activities as required by state law.

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. You agree that we or our agents may contact you at any telephone number you provide to us, including your cell phone number, for any informational, non-telemarketing purpose related to your Account. You agree to receive these calls from an automatic telephone dialing system, including prerecorded or artificial voice messages, as well as text messages sent via an automated texting system. You understand your service provider may charge you for these calls/messages.

Text Messaging

By signing up for your Account, you consent to receive text messages about transactions made using your account from us or from merchants with whom you transact. Among other things, we may send you a one time passcode that you can use when logging into Paytender and we may send you payment requests on behalf of Paytender merchants with whom you transact. You can opt out from receiving these messages by responding STOP. For further information see <https://www.damafinancial.com/legal/DamaFinancialAccountPrivacyPolicy.pdf>.

Legal Process

Regardless of where or how we are served, we will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be valid relating to you or your Account. You agree that we will honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Account records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any

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applicable state or federal law. We will enforce a right of security interest against any of your Accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process related to you. We may refuse to permit withdrawals or transfers from your Account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may deduct such expenses from your Account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process involving your Account. When we receive an order instructing us to restrict access to funds in an account, we may remove the funds from the account and maintain them separately.

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Service Addendum

This Addendum describes additional terms and condition associated with your Lead Digital Account, including its Paytender capabilities. Paytender is an electronic payment service associated with your Account that can be used to transfer funds from your Linked Account or your Lead Digital Account to make purchases at merchants that accept Paytender. You can also use Paytender to load funds from your Linked Account into your Account.

Capitalized terms used without definition in this Addendum shall have the meanings assigned to such terms in the Agreement, of which this Addendum is a part.

Visit www.paytender.com or call 1-800-687-1557 to learn more about the terms and conditions of your Paytender payment features.

We may refuse to process any transaction initiated using your Account that we believe may violate the terms of this Agreement or applicable law.

Checking Your Balance/Transaction Histories

You may obtain information about the amount of money you have remaining in your Account by accessing the Paytender function on your Access Device. You can also call 1-800-687-1557 or email help@paytender.com. This information, along with a 12-month history of Account transactions is also available through the Paytender application. There are no fees for these services.

If your Account is Registered with us, you also have the right to obtain at least 24 months of written history of your Account transactions by contacting support@paytender.com. You will not be charged a fee for this information.

Address Changes

You are responsible for notifying us of any change in your physical address, mailing address, e-mail address, text message address or your name, no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us via e-mail at support@paytender.com, or by telephone at 1-800-687-1557. Requests for address or name changes may be subject to additional verification requirements.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

We cannot accept responsibility for any email messages not received by you or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are responsible for any release of any information regarding your Account to such individual.

Fraudulent or Criminal Activity

We reserve the right to block, suspend or cancel your Lead Digital Account and your use of the Paytender Direct service if, as a result of our policies and processes we detect what we reasonably believe to be fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. We may suspend your Lead Digital Account and your use of Paytender Direct in the event

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we detect unusual or suspicious activity. If we exercise these rights, we will incur no liability to you because of the unavailability of the funds that may be associated with your Account.

Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Account, you agree to comply with the refund policy of the relevant merchant. Refunds may not be credited back to your Account before it is Registered. If you have a problem with a purchase that you made with your Lead Digital Account or Paytender Direct or if you have a dispute with a merchant, you must attempt to handle it directly with the merchant. We are not responsible for the quality, safety, legality or any other aspect of any goods or services you purchase using your Account or Paytender Direct.

Terms and Conditions Applicable to the use of Paytender Direct

The Paytender Direct service (the "Service") is intended to verify that you are authorized to use the bank account you have linked to your Account and to help manage risk and fraud. In order to accomplish this, we may collect your bank account and balance information; for select number of users we may collect transaction information. This information is only collected once per transaction. Your use of the Service is subject to the terms of this Agreement and the Privacy Policy, and these Instant Bank Account Confirmation Terms and Conditions. By proceeding to use the Service, you agree to be bound by these Instant Bank Account Confirmation Terms and Conditions.

PROVIDE ACCURATE INFORMATION. You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at third party institutions, and you agree to not misrepresent your identity or your account information.

THIRD PARTY ACCOUNTS. By using the Service, you authorize us and our supplier Yodlee, Inc. ("Yodlee") to access third party sites designated by you, on your behalf, to retrieve information requested by you, or as required by us such as bank account, balance, and transaction history information. For all purposes hereof, you hereby grant us and Yodlee a limited power of attorney, and you hereby appoint us and Yodlee as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. **YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR YODLEE ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE AND YODLEE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY.** You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Service is not endorsed or sponsored by any third party account providers accessible through Service. By using the Service, you are licensing to us and Yodlee any information, data, passwords, materials or other content (the "Content") you provide through the Service. By submitting Content, you automatically agree, or promise, that the owner of such Content has expressly agreed that, without any particular time limit and without the payment of any fees, we and Yodlee may use the Content for the purposes set forth above.

USE OF RESULTS LIMITED. You agree that the results of the Service are for use by you and us only in connection with the Service. You agree not to reverse engineer or reverse compile any of the technology used in connection with the Service, including but not limited to any Java applets associated with the Service.

DISCLAIMER OF WARRANTIES. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OF WARRANTY. WE AND YODLEE EXPRESSLY DISCLAIM ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT

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NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE AND YODLEE MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR (iv) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR YODLEE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER WE NOR YODLEE NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE OR YODLEE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE SERVICE OR ANY OTHER MATTER RELATING TO THE SERVICE, (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA OR (iii) ANY OTHER MATTER RELATING TO THE SERVICE.

INDEMNIFICATION. You agree to indemnify us and Yodlee and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney fees) caused by or arising from your use of the Service, your violation of these terms, and/or your infringement of any intellectual property or other right of anyone.

You agree that Yodlee is a third party beneficiary of the above provisions, with all the rights to enforce such provisions as if Yodlee were a party to this Addendum.

Funds used to make Paytender Direct payments to merchants (plus any surcharges or other fees imposed by the merchant) will be deducted (via ACH) from your Linked Account within four business days of your purchase transaction. The amount of any Paytender Direct purchases may be limited by us based on such risk management and fraud prevention measures as we may implement from time to time.

Periodic Statements; Receipts

We will make an electronic statement summarizing your account activity available each month, unless there is no activity in a given month. In any event, we will make an electronic statement available at least quarterly. You will not receive paper statements regarding your Account unless your Account is Registered and you request them. You can check your balance and transaction history as provided in the section entitled *Checking Your Balance/Transaction Histories* above.

You should get a receipt each time you use a POS terminal to initiate a transaction involving your Account.

Unauthorized Transactions

Tell us AT ONCE if you believe your Account or your access credentials have been compromised or if you believe that a transaction has been made without your permission using your Account. If you believe your Account or your access credentials have been compromised, call: 1-800-687-1557 or email us

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at support@paytender.com. ***Telephoning is the best way of keeping your possible losses down. Delays in notifying us could result in you losing all of the money in your Account.***

If you tell us within 2 business days after you learn of the loss, theft or compromise of your Account or access credentials, you can lose no more than \$50 if someone used your Account without your permission. If you do NOT tell us within 2 business days after you learn of the loss, theft or compromise of your Account or your access credentials and we can prove we could have stopped someone from using your Account without your permission if you had told us, you could lose as much as \$500.

Also, if your transaction history shows transfers that you did not make, including those made using your access credentials or other means, tell us at once. If you do not tell us within 60 days after the earlier of (i) the date we sent you a notice that an electronic statement for your Account is available, if the error could be viewed in your electronic history, or (ii) 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 reason (such as a long trip or a hospital stay) kept you from telling us, we will extend these time periods.

Error Resolution Procedures

In case of errors or questions about your Account, telephone us at 1-800-687-1557, or email us at as soon as you can.

We must allow you to report an error until 60 days after the earlier of the date (i) you electronically access an Account history or statement that displays the error or (ii) we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-800-687-1557. If you believe an error has occurred with respect to your Account, you will need to tell us:

Your name and Account ID;

Why you believe there is an error, and the dollar amount involved; and

Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this and your Account is Registered with us, we will provide provisional credit to your Account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. See the Section entitled *Opening an Account (Identity Verification)* in the Terms and Conditions for information regarding the Registration of your Account.

For errors involving new Accounts or point-of-sale 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 provide provisional credit to your Account for the amount you think is in error. An account is a new account for thirty (30) days after the first deposit is made into the account.

We will tell you the results of our investigation within three business days after completing it. If we decide that there was no error, we will send you a written explanation and reverse any provisional credit previously extended to you. You may ask for copies of the documents that we used in our investigation.

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Note that we are not required to provide provisional credit or to investigate your claim during the periods set forth above if your dispute relates to the condition, quality or receipt of goods or services purchased using your Account.

If you need more information about our error-resolution procedures, call us at 1-800-687-1557 or visit www.paytender.com.

Our Liability for Failures to make Transfers

If we do not complete a transfer to or from your Account on time or in the correct amount according to this Addendum and the Terms and Conditions, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance

- If, through no fault of ours, you do not have enough money in your Account to make the transfer;
- If a merchant refuses to accept payments from your Account;
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- If access to your Account has been blocked after you reported that your Account or your access credentials have been compromised;
- If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transfer, despite the reasonable precautions that we have taken;
- If there is a hold on your Account or your funds are subject to legal process or other encumbrance restricting their use;
- If we have reason to believe that the requested transaction is unauthorized;
- If we block, suspend, close or terminate your access to your Account as a result of our reasonable suspicion of fraudulent, suspicious or criminal activity or activity inconsistent with this Addendum or the Terms and Conditions;
- If we have requested documents to verify your identity, address or a transaction involving your Account and you have not provided all of the information we requested;
- If we believe the transfer would violate this Agreement or applicable law; or
- For any other reason set forth in this Agreement.

Customer Service

For customer service or additional information regarding your Account or transactions, please contact us at:

Dama Financial
ClientServices@DamaFinancial.com
1-877-401-3262 (DAMA)
P.O. Box 22865
Kansas City, MO 64113

Client services agents are available to answer you calls Monday through Friday 9 a.m. to 5 p.m. Pacific time (Saturday and Sunday, 10 a.m. to 4 p.m. Pacific time).

You can leave a message on our Telephone Automated Service 24 hours a day.

Account balance inquiries may be made by using the Paytender application on your Access Device. There is no fee for an account balance inquiry

JURY TRIAL WAIVER

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE

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KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION CLAUSE SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL WAIVER.

ARBITRATION

We have put this Arbitration Clause in question and answer form to make it easier for you to follow. However, this Arbitration Clause is part of this Agreement and is legally binding. For purposes of this section, our “Notice Address” will be specific to the Financial Institution where your money is held.

Background and Scope		
Question	Short Answer	Further Detail
What is arbitration?	An alternative to court proceedings	In arbitration, a third-party arbitrator (“Arbitrator”) resolves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days of opening your Accounts	If you do not want this Arbitration Clause to apply to you, you must send us a signed notice within 60 calendar days after you open your Account. You must send the notice in writing (and not electronically) to our Notice Address provided above. Provide your name, address and Account ID. State that you “opt out” of the Arbitration Clause of this Agreement.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.
Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our respective parent corporations or other entities, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all “Disputes” that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word “Disputes” has the broadest reasonable meaning. It includes all claims even indirectly related to your Accounts or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration) All such disputes are for a court and not an Arbitrator to decide.
Who handles the arbitration?	Usually AAA or JAMS	Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Clause do not apply. The arbitration administrator will be either:

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		<ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com • Any other company picked by agreement of the parties. <p>If none of the above options are available, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p>
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	<p>For Disputes subject to this Arbitration Clause, you give up your right to:</p> <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute you have with a dispute by other consumers. 5. Bring or be a class member in a class action or class arbitration. <p>We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.</p>
Can you or another consumer start a class arbitration?	No	The Arbitrator is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Arbitration Clause must be decided in an individual arbitration or an individual small-claims action. This Arbitration Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and your Accounts involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Arbitration	No	This Arbitration Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.

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Clause ineffective?		
Process		
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have hired must sign the notice and must provide the account number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought, and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award.
Arbitration Fees and Awards		
Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

This Agreement is effective March 2021