

Last updated as of October 15, 2026

Terms and Conditions Applicable to your TBO Bank Account

Important: Please read the following. These are the Terms and Conditions applicable to our Bank Account with TBO Bank (the “Bank”). Your Bank Account is serviced by LeafLink Financial Services, LLC, providing services under the Dama brand (“Dama”, “Dama Financial”, or “we”) on behalf of the Bank. By establishing or using your Client Account and/or your Bank Account you are conclusively deemed to have agreed to these Terms and Conditions.

THE FEES ASSOCIATED WITH THE USE OF YOUR ACCOUNTS ARE CONTAINED IN A SEPARATE DOCUMENT (HEREINAFTER REFERRED TO AS THE “FEE SCHEDULE”).

YOUR ACCOUNTS ARE FOR BUSINESS USE ONLY. YOUR ACCOUNTS MAY BE CLOSED IF THEY ARE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

Introduction

Thank you for opening a Bank Account serviced by Dama. Banking services associated with the Account are provided by the Bank. The Bank is an FDIC-insured member institution. Dama is a financial technology company and not a bank. Your Account is established and maintained by the Bank in coordination with Dama through Dama’s platform. Deposit insurance covers the failure of an insured bank. Certain conditions must be satisfied for pass-through deposit insurance to apply. The following definitions apply to certain terms used in this Agreement.

Definitions

“Accounts” means, collectively, your Bank Account and your Client Account.

“Account Number” means the ten-digit number used to identify your Bank Account.

“Agreement” means these Terms and Conditions, together with our website privacy policy, terms of use, and the Fee Schedule.

“Approved Partners” means the businesses or persons that we permit you to send money to and receive money from using your Bank Account. All of the other owners of accounts serviced by Dama are considered Approved Partners of yours.

“Authorized Users” means the natural persons who are authorized to access and use your Accounts, including the disbursement of funds therefrom.

“Bank” means TBO Bank, the financial institution providing depository and related financial services to you in connection with your Accounts, and its successors, affiliates, or assignees.

“Bank Account” means the depository account you have established with the Bank for use in connection with your business.

“Client Account” means the online account created on the Dama platform which provides you access to your Bank Account and related services.

“Services” or **“Dama Services”** means the services provided by Dama Financial pursuant to this Agreement, including but not limited to, servicing of your Bank Account and access to the Dama platform.

“Standard User” means the natural persons who are authorized to access your Accounts, but who are not empowered to disburse funds therefrom absent the additional approval of an Authorized User.

“Users” means your Authorized Users and your Standard Users.

“We, “Us” or “Our” means the Bank and its program manager Dama.

“You” or **“Client”** means the United States-based business entity (such as, for example, a sole proprietorship, partnership, limited liability company or a corporation) that is identified on your application for a Bank Account as the owner of your Bank Account.

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.

Your Bank Account is provided to you by the Bank. You acknowledge and agree that the balance available in your Bank Account is limited to the funds that you have deposited into your Bank Account or that have been deposited into your Bank Account by others.

Your Bank Account is not for resale and may not be transferred by you. You are the direct beneficiary of the funds deposited in your Bank Account. The funds in your Bank Account will be FDIC insured upon receipt by the Bank, up to the then-current standard maximum deposit insurance amount (SMDIA), in aggregate with any other funds you may have on deposit with the Bank in the same ownership category. As of the effective date of this Agreement, the current SMDIA is \$250,000 per depositor, per bank, per ownership category, in accordance with FDIC regulations. You will not receive any

interest on the funds in your Bank Account. Your Accounts may be canceled or revoked at any time without prior notice (subject to applicable law). We may refuse to process any transaction associated with your Accounts that we believe may violate the terms of this Agreement or applicable law.

Important information associated with your Bank Account: To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires the Bank to obtain, verify, and record information that identifies each person who has the ability to access your Bank Account. **WHAT THIS MEANS FOR YOU:** When you designate someone as a User of your Accounts, we will ask on behalf of the Bank for their name, address, date of birth and government ID number. We may also ask to see their driver's license or other identifying information. Each User must warrant that all of the personal information they provide to us as part of the identity verification process is true, correct and complete. Identity verification is required before a User can access or use your Accounts. Each User must be at least 21 years of age.

The use of your Accounts is also subject to fraud prevention restrictions at any time, with or without notice.

Please read this Agreement carefully and keep it for future reference.

Business Purposes

Your Accounts may only be used for transactions conducted in connection with your business operations. **You acknowledge and agree that because your Accounts may only be used for business-related transactions, your Accounts may not be used for personal, family or household purposes.** Your Bank Account will not be treated as an account held by a consumer under state or federal law, and you will not have the benefit of any consumer laws limiting your liability with respect to any unauthorized use of or errors involving your Bank Account.

Deduction of Fees

All of the fees associated with your Accounts are listed in the Fee Schedule. All fee amounts will be automatically withdrawn from your Bank Account when due, except where prohibited by law. NOTE: The withdrawal of fees from your Bank Account may bring your account balance negative or increase any existing negative balance. If your Bank Account has a negative balance, any subsequent deposits will first be applied to the negative balance or be applied to pending or outstanding fees.

You are required to promptly deposit funds sufficient to eliminate any negative balance in your Bank Account. If you do not deposit funds sufficient to cover any negative balance in your Bank Account within ten (10) days of the creation of the negative balance, we may terminate and close your Accounts. We also retain the right to apply funds from any other account serviced by Dama that you may have (regardless of the

financial institution at which such account is maintained) to the payment of any negative balance in your Bank Account.

Fees paid in respect of your Accounts are not refundable. Please call Client Services with questions about our refund policy.

Business Days

Our business days are Monday through Friday, excluding federal and banking holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Changes to Your Information

You are responsible for notifying us of any change in your name, physical address, mailing address, email address or phone number no later than two (2) weeks after any such change goes into effect. Any notice of change of address or name required by this Agreement may be provided to us via email at ClientServiceTeam@leaflink.com or by telephone at 1-877-401-3262 (DAMA). Requests for address or name changes may be subject to additional verification requirements.

You are also responsible for notifying us of any change in the information that was included in your application for your Accounts (or any updated information supplied by you), including any changes with respect to your business operations and financial transactions, licenses, locations, officers, key employees and ultimate beneficial owners. From time to time, we may ask you to confirm the continued accuracy of the information that was included in your Account application or previously updated by you. Notice of any change must be supplied within two (2) weeks of the change. We may suspend your ability to use of your Accounts while we review any change the information contained in your application. In addition, we may close your Accounts if we determine that a change in your application information is not acceptable. We may also suspend your use of your Accounts or close your Accounts, if we become aware of any change in your application information from any other source and you do not promptly notify us of the same.

We will attempt to communicate with you using the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an email or physical address noted in our records shall be effective unless we have received a change in address 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 an Authorized User makes their email account available to any other person, you agree that you are responsible for any release of any account information to that person.

Users

You are responsible for all transactions initiated and fees incurred by the Authorized Users associated with your Accounts. Users should never share their access credentials with anyone. If another person obtains the access credentials of one of your Authorized Users, we will treat any transactions initiated by such other person as having been authorized by you and you will be liable for all fees associated with any transactions initiated by them.

You must not disclose any access credentials associated with your Accounts to any person that has not been designated by you, and approved by us, as a User. You must notify us immediately in the event you revoke access privileges for any person you previously designated as a User so that we may take appropriate action for the protection of your Accounts, up to and including closing your Bank Account and replacing it with another account. You are wholly responsible for using your Accounts in accordance with the terms and conditions of this Agreement.

All of the persons you designate as Authorized Users of your Accounts will have access to 100% of the funds in your Bank Account. Standard Users are not authorized to disburse funds from your Bank Account.

Access Credentials

Each of your Users must establish access credentials with us (username and password). Authorized Users may disburse funds from your Bank Account to your Approved Partners. When entering their access credentials, Users should make sure they cannot be observed by others and should not enter their access credentials into any access device that appears to be modified or suspicious. Standard text message or data rates may apply to messages we send to your Users as part of any two-factor identification process. If any of your Users share their Access Credentials with another person, you will be responsible for all transactions initiated by that person, just as if the transaction had been authorized by an Authorized User.

If you believe that anyone has gained unauthorized access to the access credentials of any of your Users, you should advise us immediately by following the procedures described in the section labeled "Unauthorized Transfers."

Cash Access

You will not be able to withdraw cash from your Bank Account at an ATM or in-person at the Bank. You can only disburse funds from your Bank Account by transferring them to another account serviced by Dama or to your Approved Partners. If you want to withdraw the funds in your Bank Account by any other means, you should contact Client Services to arrange to have your Accounts closed and we will return any remaining funds in the account.

Making Deposits into Your Bank Account

Your funds will be deposited into one or more custodial accounts maintained by Bank for the benefit of account holders at the Bank. If all of the conditions for pass-through deposit insurance are met, your funds will be insured by the FDIC for up to the SMDIA, in aggregate with any other funds you may have on deposit with the Bank in the same ownership category. The Bank will hold these funds on your behalf, and you will be the beneficial owner of the funds you place in the account. Your Bank Account may be debited in order to pay fees owed to Dama or the Bank. The minimum dollar value of any deposits will be subject to the terms established by us after we have reviewed your application information. We may also establish limits on the number of times you may make deposits into your Bank Account in a given day, as well as the maximum cumulative amount of deposits you may make over any 24-hour period and the maximum amount you can have on deposit at any one time. We may change these limitations at any time, in our sole discretion.

You may deposit funds into your Bank Account: (a) by tendering cash at your approved business location to the armored car courier designated by us for this purpose; (b) by arranging to have all or a portion of electronic funds transfers originated by Approved Partners directly deposited into your Bank Account using the Automated Clearing House (“**ACH**”) system (“**ACH Deposit**”) or wire transfers; (c) by receiving funds from other owners of bank accounts serviced by Dama (including additional accounts held by you); (d) by mailing checks to the P.O. Box we maintain for this purpose; or (e) by depositing an endorsed, eligible check using our Mobile Deposit feature available through our Dama Mobile App (“**Remote Deposit**”). In order to receive ACH Deposits, you must provide each of your Approved Partners with the Bank’s routing number and your assigned Account Number (see below for details about routing information). We reserve the right to impose dollar limits, frequency and other restrictions on Remote Deposits from time to time without notice for the sole purpose of protecting us. The front and back of checks to be deposited through Remote Deposit must be clearly and accurately photographed on the front and the back, and properly endorsed on the back of your check prior to submission by notating the full name of your business and “For Deposit Only.” You must also notate “Mobile Deposit” and the date on the front of your check prior to Remote Deposit and you are solely responsible for any errors, including numerical or deposit data entry in photographs of submitted checks. Submission through Remote Deposit constitutes your agreement that we may process eligible checks. Eligible checks for Remote Deposit may be personal and business checks and US issued money orders and cashier’s checks and must be payable in US dollars and drawn from a US bank and properly endorsed by the account owners prior to deposit. You may not use Remote Deposit to deposit international checks, non-US issued money orders or cashier’s checks, savings bonds, postal orders, remotely create paper or electronic checks, electronic checks, convenience checks, checks drawn against lines of credit, traveler’s checks, cash or illegible checks. Dama reserves the right to reject any check submitted for Remote Deposit for any reason. Checks deposited through Remote Deposit may take longer to process and may be subject to a longer hold period. Remote Deposit services may be subject to our mobile carrier’s message and data rates and terms and conditions. There may be fees

associated with these above methods of deposits. See the Fee Schedule for more information about the fees.

All transactions to/from your Bank Account, including ACH transactions, are considered originated and approved by you, and you authorize Dama (as Program Manager) to notify the Bank to process the transaction pursuant to your instructions. The Bank will act as both an Originating Depository Financial Institution and a Receiving Depository Financial Institution, as appropriate, depending on the circumstances.

Upon reasonable request, you will provide information and records reasonably necessary to verify your compliance with this Agreement and the Rules. We may audit your compliance with the ACH terms and the Rules. You will establish and maintain risk-based processes and procedures appropriate to your business that are reasonably intended to identify Entries suspected of being unauthorized or authorized under false pretenses, and you will review and update those processes at least annually as required by the Rules.

IMPORTANT: We may reject or suspend any ACH or other form of deposit that is submitted with a name that does not match the name that we have on file for your Accounts. We will also reject any deposit that was sent by a person that is not one of your Approved Partners.

We will not accept any cash mailed to us for deposit. All deposits of cash must be made using the armored car courier designated by us. We are not liable for any cash mailed to us. All cash mailed to us for deposit into your Bank Account will be returned unless your Bank Account has a negative balance at the time such cash is received, in which case we may in our sole discretion choose to apply the cash to the negative balance owed.

Funds Availability

Funds deposited into your Bank Account by electronic funds transfer are generally available on the same business day the Bank receives the deposit, except in exceptional circumstances or for certain larger deposits. For purposes of determining funds availability, every day is a business day other than Saturdays, Sundays, and federal holidays.

You acknowledge that items deposited into your Bank Account through the check deposit services, pursuant to the Addendum, are not subject to the funds availability requirements of Regulation CC. Funds deposited through the check deposit services will ordinarily be available for withdrawal within five (5) business days after the day of deposit. See the Addendum below for information about how we determine the day of deposit.

Using Your Accounts; Withdrawals

Subject to the limitations set forth in this Agreement, you may (1) deposit funds to your Bank Account (see the section labeled “*Making Deposits into Your Bank Account*”); (2) transfer funds between your Bank Accounts on the Dama Financial platform; (3) transfer funds from your Bank Account to a Bank account owned by another entity, where the Account is serviced by Dama; and (4) pay bills owed to Approved Partners via ACH directly from your Bank Account in the amounts and on the days you request. There may be limitations and fees associated with some of these transactions. See the Fee Schedule for more information about the associated fees. Before permitting a withdrawal or other transaction, we may require additional information or documentation that we deem necessary to verify your identity, protect your Account, or prevent fraud or other illegal activity. We may refuse to process the transaction if you do not comply with our request.

Limitations on Frequency and Dollar Amounts of Transfers

For security reasons, we may suspend your ability to make transactions or limit the amount or number of transactions you can make with your Accounts. We will use the information contained in your application, and other information as we deem, in our sole discretion, to be relevant, to determine (1) the maximum amount that may be held in your Bank Account at any given time and (2) the maximum amount you may transmit to an Approved Partner or that an Approved Partner may transmit to you in a given transaction or within a prescribed time period. You cannot transfer funds from your Bank Account to a business or person who is not one of your Approved Partners.

Each time you use your Accounts, you authorize us to reduce the value available in your Bank Account by the amount of the transaction and any applicable fees. You may not exceed the available balance in your Bank Account through an individual transaction or a series of transactions. If you do incur a negative balance, you shall remain fully liable to the Bank for the amount of the transaction(s) and any applicable transaction or other fee(s). You agree to pay us promptly for the negative balance and any related fee.

You may not use your Accounts for online gambling, illegal transactions, or any other transaction which is impermissible in accordance with applicable law.

Security Procedures

From time to time, we may establish security procedures for your Accounts, which the Bank shall communicate to you in writing or as otherwise communicated to you through the Dama Financial platform (“Security Procedures”). Security Procedures may include the issuance of access credentials (including usernames and passwords), or other authentication factors. You agree to give all of our Security Procedures the same level of confidentiality you would give to your own security procedures.

You acknowledge and agree that your use of your Accounts constitutes your agreement (i) to comply with all Security Procedures with respect to your Accounts covered by this

Agreement; (ii) that your use of your Accounts constitutes your acceptance of the Security Procedures as commercially reasonable in the context of your business operations; and (iii) that the Security Procedures are designed to prevent unauthorized access and not to detect errors in transactions.

You acknowledge and agree that (i) the Bank may act on instructions received in compliance with the Security Procedures; (ii) you will be bound by any instructions received by the Bank in accordance with the Security Procedures; and (iii) the Bank is not obligated to do anything other than what is contained in the Security Procedures to establish the authority or identity of a party sending or receiving an instruction and may rely upon the party's authority and identity if the Security Procedures are satisfied.

You agree that the authentication and verification procedures made available by Bank and/or through the Services for the initiation of Entries and wire transfers constitute the agreed Security Procedures for purposes of verifying the authenticity of payment instructions and, where applicable, detecting errors in the transmission or content of such instructions. To the extent Article 4A of the Uniform Commercial Code applies to a payment order, you acknowledge that your Security Procedures are appropriate for your anticipated payment activity and agree that they are commercially reasonable. A payment order verified and accepted by Bank in good faith and in compliance with the applicable Security Procedures and any written restrictions agreed to by Bank will be treated in accordance with applicable law, including UCC Article 4A where applicable. Once a payment order has been accepted or processed, it may not be canceled, amended, or reversed except as permitted by applicable law, the NACHA Operating Rules, or the applicable funds transfer system rules.

Your Responsibilities: You are responsible for establishing and maintaining reasonable internal controls designed to prevent unauthorized Entries and wire transfers. You will restrict access to the Services to Authorized Users and will maintain appropriate supervision, segregation of duties, approval controls, and other safeguards appropriate to your payment activity. You will take reasonable steps to protect the confidentiality and security of all passwords, authentication credentials, security devices, access codes, and other information used to access or initiate transactions through the Services. If you know or suspect that any credential, security device, system, or other means of accessing the Services has been compromised or accessed by an unauthorized person, you will notify us immediately through the notification methods designated by us. You will provide written confirmation when requested. We will have a reasonable period after receiving such notice to take any appropriate action in our sole discretion. Notice will not affect any payment order that we accepted in good faith before we received the notice or before we had a reasonable opportunity to act upon it.

Data Security: You are responsible for limiting access and securely storing ACH data used in the routing and settlement of ACH transactions. You will limit access to production data through commercially reasonable software and procedures. Wire transfer instructions and ACH files will be transmitted between you and us using the following data protection methods: encryption and authentication.

1. Encryption. Is a process of scrambling data content through hardware or software in order to protect the confidentiality of a file's contents. This information should remain encrypted between all parties in the ACH network using commercially reasonable procedures and must be transmitted using security technology as provided in the Rules.
2. Authentication. Is a process of ensuring that files and data content have not been altered between the originator and receiving points and verifying the identity of a user with access to these points.

You acknowledge and agree to comply with any and all data security requirements contained in the Rules, if applicable, including without limitation any requirements of ACH originators, third-party service providers and Third-Party Senders (as such term is defined in the Rules) to protect account numbers used in the initiation of Entries and files by rendering them unreadable when stored electronically.

Protected Information: Protected Information is the non-public personal information, including financial information, of a natural person used to create, or contained within, and Entry and any related Addenda Record (as such terms is defined in the Rules). You agree that you have established and implemented security policies and procedures related to the initiation, processing, and storage of Entries that:

1. Protect the confidentiality and integrity of Protected Information until destruction.
2. Protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and
3. Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

Security Review: You agree to periodically assess and, as appropriate, update security policies, procedures and systems that have been implemented for the processing of Entries and wire transfers. You agree to supply us a security assessment of these procedures upon request. The security assessment will include:

1. System Access: This includes Users and their ACH functionality. You will limit access to protected data and credentials for accessing any and all transmittal methods including online banking, SFTP, API or other transmission methods.
2. Processing Calendar: You will provide a processing calendar to us. This includes the predetermined times during a day, week, or month that you will upload ACH files. This includes seasonal changes in volume, if any.
3. Malware Protection Software: You will affirm that you have maintained and updated malware protection software on all of your computer systems.

Preauthorized Debits and Credits

Your assigned Account Number and the Bank's routing number can be used for arranging direct deposits and wire transfers from and recurring payments to your Approved Partners.

ACH Transfers

The ACH origination service (the "ACH Service") permits you to initiate electronic signals for paperless entries ("Entries") through the Dama Financial platform to accounts maintained at Approved Partners by means of the Automated Clearing House network (the "ACH"). The terms and conditions in this "*ACH Transfers*" section are in addition to, and do not cancel, supersede or replace the Agreement, or any other Bank agreements, rules, disclosures, procedures, standards, policies, or signature cards relating to your Account(s), deposits, loans, services, or other business relationships with the Bank. In the event of any conflict between the Agreement and this section, the terms of this section will control, but only to the extent necessary to resolve such conflict.

You acknowledge that you have received or have access to a copy of the operating rules and operating guidelines of the National Automated Clearing House Association, as amended from time to time (the "Rules"). You acknowledge that the Rules shall be deemed to be a part of and incorporated into this Agreement. You agree that you, your Users, your third-party service providers, and anyone else who uses the ACH Service with your permission will comply with and be bound by the Rules. You shall also obtain all authorizations and consents as required by the Rules. If the Rules conflict with this section, the Rules shall govern. Unless otherwise defined in this section, capitalized terms in this section shall have the meanings ascribed to them by the Rules.

Subject to any Security Procedures established by the Bank from time to time and communicated to you in writing or otherwise through the Dama Financial platform, you will access the ACH Services through the Dama Financial platform. You acknowledge and agree that the Security Procedures are acceptable and a commercially reasonable method The Bank may, at its sole discretion (but without obligation), limit the dollar amount of your transfers and payments. Subject to applicable Law and the Rules, Bank reserves the right to modify, suspend or terminate access to all or any part of the ACH Services at any time without notice or refund of previously incurred fees.

You shall transmit all Entries in compliance with the format, content and specifications contained in the Rules and in accordance with the terms of this section. You authorize us to transmit all Entries we receive from you in accordance with the terms of this section and to credit or debit Entries to the specified account(s).

You agree you will only initiate Entries for Standard Entry Class ("SEC") Codes that have been specifically approved by us in writing. We may restrict or amend approved SEC Codes from time to time in writing. Use of any unauthorized code could result in immediate suspension or termination of your use of the Service.

You agree that your ability to transmit Entries under this section is subject to exposure limits that the Bank establishes for you from time to time in accordance with the Rules. The total dollar amount of Entries that you may transmit shall not exceed the limits that Bank establishes for you. Bank reserves the right to increase or decrease such limits at any time after notice to you, with such change to become effective immediately.

We shall transmit Entries received from you that comply with the terms of this section, in a timely manner and in accordance with the Rules.

We shall transmit Entries to the processor by the processing deadline of the ACH Operator one business day prior to the Effective Entry Date shown in such Entries, provided that the following requirements are met: (a) such Entries are received by 3:45 PM ET on a business day; (b) the Effective Entry Date is at least one business day after such business day; and (c) we, the processor and the ACH Operator are open for business on such business day. If any of the aforementioned requirements are not met, we shall use reasonable efforts to transmit such Entries to the processor by the next processing deadline of the ACH Operator, which is a business day and a day on which the ACH Operator is open for business. You do not have a right to cancel or amend an Entry after it has been received by the Bank.

You authorize us to debit the Bank Account on the applicable settlement date in the amount of each credit Entry. You shall maintain in the Bank Account on or before the applicable settlement date immediately available funds sufficient to cover all credit Entries that you initiate. We reserve the right to place a hold on any available funds in the Bank Account to cover the amount of the credit Entries. We may at any time and without prior notice to you refuse, delay or suspend payment of any credit Entries initiated by you or any returns or adjustments to prior funds credited if your Bank Account does not contain sufficient funds to cover such payment obligations.

We may, without prior notice or demand, obtain payment of any amount due and payable to us under this section by debiting your Bank Account. We shall credit or debit the Bank Account for any amount received by us by reason of the return of an Entry transmitted by us for which we have previously received payment or credit from you.

In the event there are not sufficient available funds in the Bank Account to cover your obligations under this section, you agree that we may debit any account maintained by you with us or that we may set off against any amount we owe to you, in order to obtain payment of your obligations under this section.

You grant us a security interest in the Bank Account to secure all debt and obligations you owe us at all times the Bank Account is open. You also agree that all collateral you currently have pledged or may hereafter pledge to us will secure all current or future debt and obligations due and owing us. You further agree that you will execute and deliver any additional documents we deem necessary in our sole discretion to perfect security interests granted by you.

Currently there are no fees for the ACH Service, but a fee is charged for ACH returns as set forth in the Fee Schedule. We reserve the right to impose fees for the ACH Service in the future, and we will notify you of any such fees in the manner set forth in the Agreement and to the extent required by law. Your use of the ACH Service after the effective date of any fee changes shall constitute your agreement to such fee changes.

Wires

Subject to certain restrictions, you may authorize outgoing wire transfers from your Bank Account for the fee disclosed in the Fee Schedule. We will use reasonable efforts to process a wire transfer on the same business day we receive your request, but we do not guarantee same-day processing. The cutoff time for domestic wire transfer requests is 4:30 PM EST on a Business Day.

High-value wire transfers that exceed our disclosed limits may be subject to additional review and may require more processing time than a standard wire transfer.

You may cancel a wire request in the online account center until wires are shown as 'initiated' and not processed. After that period, you have no right to amend or cancel a request that we have accepted. We may, in our discretion, attempt to honor a request to amend or cancel an accepted wire, but we will not be liable if we are unable to do so.

Each wire request must identify the Approved Partner. We have no obligation to determine whether a wire request contains inconsistent names or bank account numbers and may rely on the bank account numbers provided.

You are responsible for any wire transfer sent using the information included in your request. You agree to reimburse us for any costs, losses, or damages we incur in connection with any false, inaccurate, or incomplete information you provide.

We are not required to accept any wire request and may reject a request for any reason, including if we believe the wire presents a risk to us or your Bank Account. We may notify you of a rejected wire request electronically or in writing. If we provide written notice, we will attempt to send it by the end of the next business day.

A wire transfer becomes irrevocable once payment has been transmitted to Approved Partner's bank. After submitting a wire request, you may not claim that the wire was unauthorized or sent in error. At your request, we may ask the beneficiary's bank to return previously transferred funds, but the Approved Partner's bank is not required to comply with that request.

If a wire request is canceled before processing, we will refund the applicable wire fee. Otherwise, the fee for an authorized wire transfer is nonrefundable, including if the wire is later returned. Any returned wires will be charged as set forth on the Fee Schedule.

Right to Stop Payment and Procedure for Doing So

To stop a recurring payment to an Approved Partner that you have preauthorized to debit your Bank Account, you must first contact the Partner to request the recurring payment be cancelled.

If the Approved Partner with whom you have arranged recurring payments from your Bank Account is unable or unwilling to stop your payment, you can call us at 1-877-401-3262 (DAMA) or write us at: LeafLink Financial Services, LLC, P.O. Box 5730 South San Francisco, CA 94083-2730 to request a stop on such payment. We must receive your request at least three (3) business days before the payment is scheduled to be made. Such a stop payment request will cancel one (1) recurring payment. If you want to permanently stop all recurring payments to a specific Partner, we will require you to put your request in writing and email it to us within fourteen (14) days after you first tell us you want to stop such payments.

If the Partner with whom you have arranged recurring payments from your Bank Account is unable or unwilling to stop your payment, you can request that your Bank Account be cancelled and replaced with a different account.

You do not have the right to stop a payment transaction originated by use of your Accounts, except as otherwise permitted in this Agreement.

We are not liable for your losses if we or the Bank fail to execute a recurring payment that you have arranged.

Notice of Varying Amounts

If the recurring payments you make might vary in amount, the Approved Partner you are going to pay will tell you the payment date and the amount of the payment ten (10) days before each payment is scheduled to take place. *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.* We are not responsible and shall have no liability to you if one of your Approved Partners does not notify you in advance of any variation in a recurring payment and we process the payment.

Fraudulent or Criminal Account Activity

We reserve the right to block, suspend or cancel your Accounts 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 permissible use of your Accounts in accordance with this Agreement. We may temporarily suspend your Accounts in the event we detect unusual or suspicious account activity, during which time you will not have access to the funds in your Bank Account. If we exercise this right, we will incur no liability to you because of any resulting unavailability of the funds in your Bank Account or your inability to transfer funds using your Accounts.

Returns and Refunds

If you have a problem with a transaction that you made using your Accounts, or if you have a dispute with an Approved Partner, you must attempt to resolve the matter directly with the Partner. Refunds from Approved Partners will post to your Bank Account when they are received, although there may be a delay between the date of the refund transaction and the date the refund amount is credited to your Bank Account. We have no control over whether or when an Approved Partner sends you a refund for a transaction undertaken using your Accounts.

No Transactions in Foreign Currencies or With Persons Located in Foreign Countries

You cannot use your Bank Account to make transactions in currencies other than U.S. dollars and you may not send funds from your Bank Account to any account or persons located outside of the United States. You cannot receive funds from an account or persons located outside of the United States without our express prior consent.

Bank Account Balance/Periodic Statements

You are responsible for keeping track of the available balance of your Bank Account. It's important to know your available balance before initiating any transaction. If you attempt to initiate a transaction for which you do not have sufficient funds, it will be denied.

You may obtain information about the amount of money you have in your Bank Account, along with a 12-month history of the transactions made using your Bank Account by logging into your Client Account at leaflink.com/banking.

You will not automatically receive paper statements. Statements will be available via your Client Account in the online account center at leaflink.com/banking ("Online Account Center"). You may request a written history of your transactions at any time by emailing us at ClientServiceTeam@leaflink.com, calling us at 1-877-401-3262, Option 1, or writing us at LeafLink Financial Services, LLC, P.O. Box 5730 South San Francisco 94083-2730. Fees apply for requesting written transaction histories and statements.

Confidentiality

We may disclose information to third parties about your Bank Account and/or the transactions you make:

1. Where it is necessary for completing transactions.
2. In order to verify the existence and condition of your Bank Account for a third party, such as an Approved Partner.

3. In order to comply with government agency or court orders or other legal reporting requirements.
4. If you give us your written permission.
5. To our employees, auditors, affiliates, service providers or attorneys, as needed; or
6. When otherwise permitted by law.

Our Liability for Failure to Complete Transactions

If We do not properly complete a transaction to or from your Bank Account on time or in the correct amount according to your instructions, our sole responsibility for failing to properly complete the transaction will be to undertake commercially reasonable efforts to correct the error.

In addition, we will not be liable to you or any other person:

1. If you do not have enough funds available in your Bank Account to complete the transaction, including the payment of any applicable fee;
2. If an Approved Partner refuses to accept funds from your Bank Account;
3. If access to your Client Account or Bank Account has been blocked after you reported that the access credentials of one or more of your Users have been stolen or otherwise compromised;
4. If there is a hold on your Bank Account for any reason or your funds are subject to legal process or other encumbrance restricting their use;
5. If we have reason to believe that the requested transaction is unauthorized or would constitute a violation of the terms of this Agreement;
6. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite the reasonable precautions that we have taken to prevent this from occurring;
7. If we block, suspend or close your Client Account or Bank Account because we suspect that you are engaging in fraudulent, suspicious or criminal activity or any other activity that is inconsistent with this Agreement;
8. If we have requested documents to verify the validity of a transaction, and you have not provided all of the documents we have requested;
9. If you attempt to send or receive funds to or from a person that is not one of your Approved Partners;

10. If a change occurs in the information contained in your account application without our prior approval; or

11. Any other exception stated in this Agreement or provided by applicable law.

Information About Your Right to Dispute Errors

Email us at ClientServiceTeam@leaflink.com, call us at 1-877-401-3262 (DAMA) or write us at LeafLink Financial Services, LLC, P.O. Box 5730 South San Francisco, CA 94083-2730 as soon as you can if you think an error has occurred with respect to your Accounts. We will allow you to report an error until thirty (30) days after the date we make your Account information electronically available to you where the error could be viewed, or the date we sent you the FIRST written transaction history in which the error appeared.

In your error report, you will need to tell us:

1. Your name and Account 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 may require that you send us your complaint or question in writing.

We may, in our discretion, undertake to determine whether an error in fact occurred after we hear from you. If we determine that an error occurred by reason of our actions or inactions, our sole responsibility will be to take commercially reasonable efforts to correct it. You agree to provide reasonable cooperation to assist us in investigating any errors you assert.

For disputes concerning the condition or receipt of goods or services you purchased, we are not required to undertake any efforts to investigate the dispute. ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH YOUR ACCOUNTS MUST BE DIRECTED TO DAMA FINANCIAL, AND NOT TO THE BANK. The Bank has made Dama Financial responsible for managing the program in which you participate, which can include our assistance to help resolve any errors with respect to transactions made using your Bank Account.

Unauthorized Transfers

IF YOU BELIEVE YOUR ACCESS CREDENTIALS HAVE BEEN STOLEN OR OTHERWISE COMPROMISED, NOTIFY DAMA FINANCIAL AT ONCE BY EMAILING CLIENTSERVICETEAM@LEAFLINK.COM OR CALLING 1-877-401-3262, Option 1.

If you call to report an unauthorized transfer, we may ask for your Account Number and other identifying details about the transaction and we reserve the right to request that you send us your complaint or question in writing. We reserve the right to investigate any claim you may make with respect to compromised Access Credentials or an otherwise unauthorized transaction, and you agree to fully and promptly cooperate with any investigation we may undertake. If you report that the access credentials of one or more of your Users have been compromised, we may terminate and close your Bank Account and issue you a new one.

Unauthorized transactions do not include transactions made by an Authorized User that exceed the authority you granted to that User, or other actions of an Authorized User.

Miscellaneous

This Agreement sets forth the entire understanding between you and us with respect to its subject matter and supersedes any prior or contemporaneous, whether written or oral, understandings or agreements with respect to the same. Your Accounts and your obligations under this Agreement may not be assigned or otherwise transferred (including any transfer by means of any merger or similar business combination). We may transfer our rights under this Agreement. Use of your Bank Account is subject to the terms of this Agreement as well as all applicable rules and customs of any clearinghouse or other network or association involved in your transactions, including the Rules. 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 local, state, or federal governmental agency, 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.

Suspension, Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time without prior notice to you except as required by applicable law. If required, you will be notified of any change to this Agreement in the manner provided by applicable law prior to the effective date of the change. However, if a change is made for security purposes, we can implement it without prior notice to you. You may terminate this Agreement by closing your Accounts. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to its termination.

We reserve the right to limit your use of your Accounts. We also may terminate or suspend the use of one or more of your Accounts with or without cause or notice, other than as required by applicable law.

In the event your Bank Account is closed or terminated for any reason, so long as you used your Accounts in accordance with the terms of this Agreement, you may request

the unused balance to be returned to you via a check to the mailing address we have in our records.

We may request documents or other information to verify and authenticate your identity and address at any time, in our sole discretion. Any unused balance on your Bank Account may be withheld until any requested documents or other information is provided or until the funds escheat to the state in accordance with applicable state law.

In the event any federal or state governmental agency, including the Internal Revenue Service or Social Security Administration, requests the return of funds deposited to your Bank Account that originated from such governmental agency, such funds may be remitted to the issuing agency in lieu of returning such funds to you. In the event funds are remitted to an issuing governmental agency, any effort by you to recoup such funds must be directed to the governmental agency in question and we will have no liability to you with regard thereto.

For any remaining account balances, the Bank will comply with unclaimed property laws and appropriately engage in escheatment activities as required by state law.

English Language Controls

Any translation of this Agreement is provided as a convenience only. The meaning of the terms, conditions and representations contained in this Agreement are to be defined and interpreted using only the English language. A translation of this Agreement may not accurately reflect the information contained in the original English language version of this Agreement. In the event of any discrepancy between the English language version of this Agreement and any translation, the English language version shall control.

Client Services

For client services or additional information regarding your Accounts, please contact us at:

LeafLink Financial Services, LLC
P.O. Box 5730
South San Francisco, CA 94083-2730

Email: ClientServiceTeam@leaflink.com
Phone: 1-877-401-3262 (DAMA)

Client Services agents are available to answer your calls:
Monday through Friday, 9 a.m. to 5 p.m. PT
You can leave a message on our Telephone Automated Service 24 hours a day.

Telephone Monitoring/Recording

From time to time, we may monitor telephone calls between you and us to comply with security procedures established from time to time by the Bank, to assure the quality of our client services, or as required by applicable law. We will record all of the calls between you and us for our records. You agree that we or our agents may contact you at any telephone number you provide to us, including cell phone numbers for any informational, non-telemarketing purpose related to your Accounts. You agree to receive these calls via an automatic telephone dialing system; messages, such as pre-recorded or artificial voice messages, or text messages sent via an automated texting system. You understand your service provider may charge you for these calls/messages.

No Warranty Regarding Goods and Services

We are not responsible for the quality, safety, legality or any other aspect of any goods or services you purchase using your Bank Account.

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 Accounts. You agree that we will honor legal process that is served personally, by mail or by facsimile transmissions to any of our offices (including locations other than where our records or property are 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 further agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable law. We will enforce a right of security interest against any of your Bank Accounts in order to reimburse us for our fees and expenses, including attorneys' fees and court costs and expenses, in complying with any legal process asserted against you.

We may refuse to permit withdrawals or transfers from your Bank Account until any 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 any Bank Account you have that is serviced by us without prior notice to you or we may bill you directly for such expenses and fees.

In addition to your other indemnification obligations under this Agreement, you agree to release, indemnify, defend and hold us, our respective officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers (collectively, "Bank Parties") harmless from all actions, claims, liabilities, losses, costs and damages, including without limitation attorneys' fees (collectively, "Claims and Losses"), associated with (1) our compliance with any legal process asserted against you or (2) any Claims and Losses asserted by

any third party related to legal process asserted against you. If we receive an order instructing us to restrict access to any or all of the funds in your Bank Account(s), we may remove the restricted funds from your Bank Account(s) and maintain them separately unless and until we are permitted to restore them in accordance with applicable law.

DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU AND WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING YOUR ACCOUNTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

NEITHER THE BANK NOR ITS SERVICE PROVIDER, DAMA FINANCIAL, WILL BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND THEIR CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, WAR OR RIOTS, TERRORIST ACTS, THE FAILURE OF PERSONS TO ACCEPT PAYMENTS FROM YOUR BANK ACCOUNT, COMMUNICATION SYSTEM FAILURES OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE OR ANY PAYMENT SYSTEM.

IN THE EVENT THAT THE BANK OR DAMA FINANCIAL IS HELD LIABLE TO YOU, YOU WILL ONLY BE ABLE TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY 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, AND ONLY TO THE EXTENT, REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY OF ANY DAMAGES FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY THE BANK OR DAMA SHALL BE LIMITED TO THE TOTAL AMOUNT DEPOSITED INTO YOUR BANK ACCOUNT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACTIONS OR INACTIONS GIVING RISE TO SUCH DAMAGES.

Indemnification

You shall indemnify, defend, and hold the Bank, Bank Parties, and Dama harmless from and against all Claims and Losses arising from any of the following (each, an "Indemnifiable Event"): (i) your use of your Accounts; (ii) any act or omission by you, your Users or any other third party acting on your behalf in connection with your Accounts; (iii) Dama or the Bank honoring, or refusing to honor, any instructions from

you, your Users, or any other third party acting on your behalf in connection with your Accounts; (iv) any breach of this Agreement or applicable law by you, your Users, or any other third party acting on your behalf in connection with your Accounts. Your obligations under this section shall survive termination of the Agreement, including but not limited to, your obligations upon notice from the Bank, Bank Parties, or Dama of an Indemnifiable Event.

Website Operation and Our Availability

Although we devote considerable effort to make our website (including the Online Account Center) and other operational and communications channels available around the clock, we do not warrant that these channels will be available and functioning correctly at all times. You agree that we will not be responsible for temporary interruptions in service due to maintenance requirements, website changes or failures. In addition, we are not liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

You agree that you and your Users will act responsibly when accessing and using our website. Neither you nor your Users will violate any applicable law, interfere with or otherwise attempt to disrupt our computer networks, impersonate another person, gain or attempt to gain any unauthorized entry into our systems or otherwise seek to interfere with the integrity of our systems. We will not have any liability whatsoever for any damages, losses or interruptions caused by any computer viruses or malware that may affect your computers or other equipment.

Jury Trial Waiver

YOU AND WE ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT THAT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE 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 TO MODIFY IN ANY FASHION THE ARBITRATION CLAUSE SET FORTH BELOW, WHICH ITSELF 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.

<i>Background and Scope</i>

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 Accounts. You must send the notice in writing (and not electronically) to our Notice Address provided above. Provide your name, address and account number. 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:

		• 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. 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.
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	For Disputes subject to this Arbitration Clause, you give up your right to: 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. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
Can you or another consumers 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 Clause ineffective?	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.

Process

What must a party do before start 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.

ADDENDUM - USE OF CHECKS

This Addendum – Use of Checks (“Addendum”) supplements the Terms and Conditions Applicable to Accounts managed by Dama Financial (the “Terms and Conditions”) and is hereby incorporated therein. By writing checks on your Bank Account, you are conclusively deemed to have accepted and agreed to the terms of this Addendum. Capitalized terms used without definition in this Addendum will have the meanings assigned to such term in the Terms and Conditions.

1. Withdrawals and Transfers from Your Bank Account

You and we agree that all checks drawn on your Account will be processed in accordance with all applicable laws, rules and regulations governing checks and check processing (“Applicable Check Laws”). Applicable Check Laws include but are not limited to the Uniform Commercial Code, Regulation CC and Check 21. Bank may subtract from the balance of your Account the amount of any check or other item that you create. You acknowledge and agree that you bear the sole responsibility of ensuring that all checks issued by you are funded.

All checks must be created in the Online Account Center, except payroll checks used by your payroll provider, if any. When you create a check in the Online Account Center you irrevocably authorize our representatives to sign the check on your behalf.

There is no overdraft feature associated with your Bank Account. Any checks presented to us that exceed the available balance in your Bank Account will be declined and you may be subject to insufficient funds fees as set forth on the Fee Schedule. You may only write checks to your Approved Partners. Checks written to persons who are not one of your Approved Partners will not be honored. We will provide you with any checks that are declined.

2. Checks and other documents

Subject to any Security Procedures established by the Bank from time to time and communicated to you in writing or otherwise through the Dama Financial platform, the Bank will accept for processing all checks presented to it in compliance with this Addendum. We will utilize a positive pay (matching of checks issued against those presented for payment) cash-management service in connection with our check processing services.

If you successfully transmit an image to us before the cutoff time of [3:00 pm PST] on a business day we are open, we will consider that day to be the day of your deposit. If we receive the image after such time, or on a day we are not open, we will consider the deposit to be made on the next business day that we are open.

All check images you transmit to us must comply with the technical requirements we may specify from time to time (the “Technical Requirements”). You are responsible for

all expenses you incur to meet the Technical Requirements. We reserve the right to change the Technical Requirements at any time without prior notice.

We are not responsible for losses or delays that result from your use of checks or other account documents that you obtain from a provider other than Dama Financial. We may refuse to accept for deposit or pay checks that we cannot process or photograph using our customary equipment.

We can chargeback your Bank Account or any other account you have with us for the amount of any item, its image or any other representation of an item that is (1) returned to us; or (2) is rejected by us for any reason, including when we believe it has been previously submitted or deposited with us or with anyone else. We may chargeback your Bank Account even if you have made withdrawals against an amount we have credited to your Account for the deposited item that was returned or rejected.

We will not return any checks that have been paid against your Bank Account to you. If you request, we will provide you with photocopies or images of checks that have been paid against your Bank Account, if such documents are available to us under our record retention policies.

3. Protecting Account Checks

You must protect your checks and other account documents and information from theft and unauthorized use. Checks must be written in a way that prevents someone else from completing, altering or adding to them without authorization. If you become aware that any checks or other documents and information, such as statements, have been lost or stolen, you must notify Dama Financial immediately.

You must secure all processed items to ensure that they are not subsequently represented. You will refrain from presenting items a second time unless expressly authorized to do so by Dama Financial.

4. Incomplete, future-dated, conditional, third-party, or stale-dated checks

You may not write a check that is incomplete or tries to limit the time or method of payment with a condition, such as "Void after 180 days" or "Valid only for \$1,000 or less." We have no duty to discover, observe or comply with such conditions. If the Bank pays a conditional check, the conditions do not apply to the Bank. The Bank may choose to pay or not to pay a stale-dated check (dated more than six months before it is presented), regardless of how old it is. If the Bank pays such a check, your Bank Account will be debited for the amount of such payment. The Bank may also pay any future-dated check submitted to it for payment.

You will not submit for processing any item dated 90 days or later from the date of its transmittal to us or any checks written out to entities or persons that are not your Approved Partners.

You will also not submit items that:

- are not payable in United States currency;
- are not drawn on a financial institution located in the United States;
- are payable to someone other than you, including paid out to "cash";
- have already been deposited by or returned to you;
- are not legible or do not conform to our standards, as determined in our sole discretion; or
- do not comply with the requirements of this Agreement.

5. Multiple signatures

We are not required to comply with any multiple-signature requirement even if the signature card associated with your Bank Account specifies that multiple signatures are required, or you have otherwise instructed us to do so. A multiple-signature requirement is for your internal control purposes only and is not binding on us.

6. Facsimile signatures

The Bank may pay a check bearing any form of facsimile or computer-generated signature.

7. Check cashing

If a person who is not a deposit or loan customer of the Bank tries to cash a check written on your Bank Account at any of the Bank's branches, the Bank may charge them a fee or refuse to cash it. The Bank may also require that they provide it with identification that it deems acceptable.

8. Review of checks and signatures

The Parties agree and acknowledge that check payment is highly automated. You further agree that reasonable commercial standards do not require us to inspect every check, although we will employ a positive pay fraud prevention system. If we return a check because the signature on the check does not match the signatures on file with the Bank, we will not be liable to you even if the check was in fact properly authorized. If the numeric amount on a check doesn't match the amount written out in words, we may select either amount when paying the check.

If funds are incorrectly deposited or transferred to your Bank Account, we may correct the error by deducting the amount of the incorrect deposit from the Bank Account without prior notice to you.

9. Stop Payments on a Check

If you request that the payment on a check drawn on your Bank Account, be stopped, we must receive your request at a time and in a manner that gives us a reasonable opportunity to act on it prior to payment. A stop payment will not be effective if the Bank has already certified, paid or otherwise become responsible for the check.

A stop payment order is effective for six (6) months from the day we receive it, unless you notify us to terminate it sooner. If you wish to extend a stop payment order, you must contact us prior to the expiration of the original stop payment period. We may pay any check that is presented to us after your original stop payment order has expired.

To request a stop payment, you must provide Dama Financial with:

- The exact check number or a range of check numbers; and
- The payee's name and range of amounts of the check.

Stop payment orders are processed by computer. Unless the amount of the check and other information are reported absolutely accurately, no assurances can be given that the check you want to stop will not be paid. We will not be responsible if a stop payment order is not honored in these circumstances.

We may rely on the information in the stop payment request unless notified of any errors.

The Bank is not required to accept a stop payment order on a cashier's check, teller's check (official check) or certified check.

10. Endorsements

You warrant that all checks deposited into your Account will be endorsed to the Bank's specifications. This Agreement is effective October 2026.