

## CONSENT FOR ELECTRONIC COMMUNICATIONS (“E-SIGN AGREEMENT”)

**The following disclosures are required by the federal Electronic Signatures (“E-Sign”) in Global and National Commerce Act (the “Act”). Before we can open an Account for you, you must acknowledge receipt of these disclosures, agree that you have read the disclosures and provide your consent to the electronic delivery of all Communications (defined below) regarding your Account (defined below) and any related products and services offered by us.**

This Electronic Communications Agreement (“E-Sign Agreement”) applies to all Communications related to your Account. The Account is intended for use only by individuals who are willing and able to receive notices and communications from us exclusively through electronic means. If you do not agree to have us provide you with the legally-required notices and communications described herein in electronic and not paper form, then you should not open an Account. Similarly, if after providing your consent hereunder, you withdraw such consent, we reserve the right to terminate your Account as described below.

“Account” means a deposit account that we offer.

“Access Device” means any electronic device you use to access mobile or online services or to view electronic documents. This includes, but is not limited to: a traditional computer such as a desktop or laptop computer, or a mobile device such as a tablet computer or a smartphone.

“Bank”, “we”, “us” and “our” mean Sunrise Banks, N.A.

“Communication” means any customer agreements or amendments thereto, disclosures, notices, responses to claims, periodic statements, error resolution notices, privacy policies and all other information in connection with the Account that we are required by law to provide to you in writing.

**Scope of Communications to Be Provided in Electronic Form.** You agree that we may provide you with any Communications in electronic format, to the extent allowed by law, rather than send paper Communications to you. Your consent to receive electronic Communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Account and any related products or services;
- This Agreement and any notices about a change in the terms of your Account, or any other terms of this Agreement;
- Periodic statements;
- Privacy policies and notices;
- Error resolution notices;
- Responses to claims filed in connection with your Account;
- Notices regarding insufficient funds or negative balances; and
- All other communications between us (or our service providers) and you concerning your Account and any related transactions, products or services

**Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) by posting to our website, (2) by delivery through our Online Banking messaging center or MoCaFi.com (3) by e-mail or (4) by SMS text message if you have provided your consent separately to receive communications via SMS text message. You will be notified when a Communication pertaining to your Account is available. It is your responsibility to check these sources regularly for Communications and to review any updates to this E-sign Agreement.

**How to Withdraw Consent.** You may withdraw your consent to receive electronic Communications at any time by notifying us in writing at support@mocafi.com or at MoCaFi, 1 Washington Park, 7th Floor, Newark, NJ 07102. We reserve the right to restrict or terminate your access to your Account and any and all related products if you withdraw your consent to receive electronic Communications. If your Account is closed as a result, we will mail you a refund check for any amount remaining in your Account. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

**How to Update Your Records.** It is your responsibility to provide us with a true, accurate and complete e-mail address, contact, and other information related to this E-Sign Agreement and your Account, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by calling us at 1-800-342-7374 or by [updating](#) your contact information in MoCaFi.com. We are not responsible for any delay or failure in your receipt of the Communications if we send the Communications to the last email address you have provided to us.

**To access your Account and electronic documents on a mobile device, you will need:**

- A mobile device with any of the following operating systems: Android or iOS (iPhone);
- A data plan provided by your wireless carrier;
- A mobile browser that is compatible with your operating system (i.e. Google Chrome, Safari, Firefox, or Internet Explorer) and is a version that we support and that is currently supported by its developer; and
- If you wish to view .pdf files on your mobile device, you will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).

**To access Online Services and electronic documents on a traditional computer, you will need:**

- A computer with any of the following operating systems: Windows XP or higher, OS X (Apple) or higher and, for PC's: Pentium 120 MHz or higher; for Macintosh, PowerMac 9500, Power PC 604 processor 120-MHz Base or higher;
- An internet connection with an internet browser that is compatible with your operating system (i.e. Google Chrome, Safari, Firefox, or Internet Explorer) and is a version that we support and that is currently supported by its developer;
- Software that accurately reads and displays .pdf files (such as Adobe Reader 8.0 or higher); and
- A printer and/or storage device if you wish to print or retain any electronic documents.

We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic documents. Continuing to use your Account and related products and services after receiving notice of the change is the reaffirmation of your consent to this E-Sign Agreement.

**Requesting Paper Copies.** Generally, we will not send you a paper copy of any electronic Communication, unless requested by you. If you request a paper copy of your Account statement, we will send it to you at no charge, but any request must be for a single, specific Account statement and we will not accept a recurring request for paper copies of Account statements. To request a paper copy of an electronic Communication, call us at 1-800-342-7374 or email us at support@mocafi.com. Additionally, we reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

**Communications in Writing.** You accept electronic Communications provided by us as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you "in writing" or in a form that you may keep. You should print or download for your records a copy of this E-Sign Agreement and any other electronic Communication that is important to you.

**Federal Law.** You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the E-Sign Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

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

**Consent.** By clicking the box to accept these terms, you adopt the check as your electronic signature and you acknowledge receipt of the E-Sign Agreement and further acknowledge that you have read the E-Sign Agreement; you affirmatively consent to the electronic receipt of any and all Communications in connection with your Account or related products and services and confirm that you are able to receive and review Electronic Communications in the manner we have described above. You further agree that your Access Device satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communications to you.

**MoCaFi Mobility Bank Account Agreement**  
**Effective July 23, 2020**

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**I. MOCAFI MOBILITY BANK ACCOUNT AGREEMENT AND DISCLOSURES:** Please read this carefully and retain it for future reference. This MoCaFi Mobility Bank Account Agreement (the "Agreement") is revised periodically, so it may include changes from earlier versions. By providing a written or electronic signature on a signature card or opening, or continuing to hold an account with us, you agree to the most recent version of this Agreement, which is available to you at [www.mocafi.com](http://www.mocafi.com), or by calling us at the number listed on the last page of this Agreement. This Agreement outlines the terms and conditions related to the demand deposit account ("Account") available from Sunrise Banks, N.A., member of the Federal Deposit Insurance Corporation ("FDIC"), (the "Bank" or "Issuer") on behalf of Mobility Capital Finance, Inc. ("Bank Partner" or "MoCaFi"), the program partner responsible for managing the Account. "We", "our", and "us" refer to the Bank, our successors, affiliates, or assignees. "You" and "your" refer to the owner of the Account. The Account is offered by us and Bank Partner as an alternative to a traditional checking account. It is a checkless banking account with no checks. Deposits, withdrawals and payments can be made similar to any other deposit account. Deposits can be made via direct deposit and through online and mobile banking using account to account transfers or via our mobile app. Cash withdrawals can be made at an ATM and over the counter at certain financial institutions. Rental payments can be made with your debit card to certain landlords, through our online and mobile billpay services, or by setting up an Automated Clearinghouse (ACH) transfer.

**CELLULAR PHONE CONTACT POLICY:** By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later connect to a cellular device, you are expressly consenting to receiving communications- including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system- from us, Bank Partner, our affiliates, Bank Partner's affiliates, our agents, and Bank Partner's agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future, and permits such calls for any reason, including non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

**A. Our Agreement**

- 1. You may open an Account by using the MoCaFi Mobile Application (the "Mobile App") which is available at the Apple Store and Google Play.** The Account is not designed for business use, and we may close the Account if we determine it is being used for business purposes. We may refuse to process any transaction(s) that we believe may violate the terms of this Agreement.
- 2. Waivers.** This Agreement gives us certain rights and obligations. If we do not take advantage of all our rights all the time, that does not mean we lose them. For example, if we make funds available to you for withdrawal ahead of schedule, that does not mean we must do it again.
- 3. Business Days.** Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Agreement are calendar days (midnight to midnight) unless indicated otherwise.

**B. Account Basics**

- 1. Account Eligibility:** The Account is available to citizens and permanent residents of the 50 United States ("U.S.") and the District of Columbia who are either: (a) at least 18 years of age with a valid Social Security number or (b) at least 13 years of age and have their parent's or guardian's consent to open an Account. You must agree to accept electronic, rather than paper statements. This means: (i) you must keep us supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and electronic statements). In order to access and utilize the functionality available in the Mobile App, you must have a mobile device meeting the following requirements:
  - iPhone 6 and higher
  - Android\_7.0\_Nougat\_(API\_24) and higher

We may use information from third parties to help us determine if we should open your Account.

2. **Opening a MoCaFi Account: Important information about procedures for opening a new Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account with us. **What this means for you:** When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents. The verification process may take up to thirty (30) days. Until the process is successfully completed, this account will be subject to temporary security limits. See below for details about these monetary limits on transfers and deposits.
  3. **The Account:** The Account consists of the online transaction demand deposit account used to make payments and transfers to third parties online or through the use of a Debit Card ("Card") that is automatically issued with the Account. The Account is a checkless account; you may not issue paper checks with the Account.
  4. **Account Titling and Ownership:** The Account may only be owned and titled in the name of one person who may deposit, transfer, or withdraw funds. The Account cannot be owned or titled jointly, by an organization, as "Payable on Death" or "In Trust For".
  5. **Death or Incapacitation:** You or your appointed party, designee, or appointed individual agree to notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from your Account until we are: (a) notified of your death or adjudication of incompetency and (b) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death we may pay or process transactions on your Account on or before the date of death for up to ten days after that date unless ordered to stop payment by someone claiming interest in the Account. We may require additional documentation to confirm any claims made on the Account.
  6. **Power of Attorney:** You may give another person authority to make transactions on your Account by giving power of attorney to another individual. The account owner and person executing power of attorney over a deposit account is known as the "Principal." The person granted Power of Attorney for the Principal is known as the "Agent." We may refuse to accept a power of attorney for reasonable cause, and we may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible to provide us with any information if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until a) we receive written revocation from the Principal; b) we receive written notification of the Principal's death, or c) we receive written notification of the death or incapacity of the Agent.
  7. **Our Relationship With You:** This Agreement and the deposit relationship do not create a fiduciary relationship.
  8. **Privacy Policy:** Our privacy policy is available at [mocafi.com](http://mocafi.com) and is considered part of this Agreement.
- C. **General Rules Governing Deposit Accounts:** The Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Minnesota except to the extent governed by federal law.
1. **Deposits to the Account:** Make deposits to your Account using any of the methods set forth below. These are the itemized deposit limits for your Account, which limits may be modified from time to time depending on prior activity both on this account and on other transactions and also whether or not you have activated the Card:

Transaction Type	Frequency and/or Dollar Limits
Direct deposits of ACH transfers initiated from an outside financial institution*	No limit to the number of times per calendar day and no maximum dollar limit.
ACH transfers to the Account using the Mobile App	\$2,500.00 per day, MoCaFi may change such limits at any time at their sole discretion. Limits may be changed based on the length of time the Account has been open and prior account activity.
Transfers from Your Bank Account, Debit or Credit Card**	\$1,000 per day \$9,999 per month

Account-to-Account Transfers	\$1,000 per day. Account-to-Account transfers may only be made to and from other MoCaFi Mobility Bank Accounts.
Cash Deposits via Third Party Money Transfer Services*** and Allpoint+ ATMs****	\$1,000.00 per calendar day (from midnight Eastern Standard Time to midnight Eastern Standard Time the following day) \$7,000.00 within any period of seven (7) calendar days \$10,000.00 within any period of thirty (30) calendar days. MoCaFi may change such limits at any time at their sole discretion. Limits may be changed based on the length of time the Account has been open and prior account activity.
Check Deposits	See Section III, Mobile Check Deposit for information on depositing checks. Checks must be in an amount that is between \$5 and \$5,000. Check Deposits are limited to: \$5,000 per check, \$5,000 in cumulative checks per day and \$10,000 in cumulative checks per month.
<p>*Direct deposits from an outside financial institution: The recipient's name on any such deposits we receive must match the name of the Accountholder. Any such deposits received in a name other than the name registered to the Account may be returned to the originator.</p> <p>** Transfers from another bank account you own, from another debit card in your name or from your credit card may be made via the Connected Accounts feature in our mobile app.</p> <p>*** MANY THIRD PARTY MONEY TRANSFER services used to add cash to your Account may impose their own limits (per transaction, daily, weekly or monthly) on the frequency or amount of cash you may deposit to your Account. MoCaFi has established a fee free cash load option with Vanilla®. Please check for Vanilla® cash load locations in the Load Cash section in our mobile app or at <a href="http://vanillareload.com">vanillareload.com</a>.</p> <p>**** Not all Allpoint ATMs are enabled to accept cash deposits. There are no fees for adding cash at those Allpoint+ ATMs which are enabled to accept cash deposits. Minimum deposits at Allpoint+ ATMs are \$1.00 and may only be made in bills (no coins). Allpoint+ ATMs do not accept the following cash deposits: coins; foreign currency; torn bills; bills that cannot be read by the Allpoint+ ATM (e.g., folded, worn and defaced bills); any other item that Allpoint and/or MoCaFi, in their sole discretion, deem to be ineligible for cash deposit. Before accepting a cash deposit, an Allpoint+ ATM will require you to verify the amount of the cash deposit.</p>	

**IMPORTANT:** If your Account number changes you must immediately notify your employer or any other payors. You must provide them with the new Account number to ensure that your direct deposit activity continues uninterrupted.

2. **No Cash, Paper Checks or Foreign Currency:** Neither the Bank nor MoCaFi are liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us.

- **Cash**– We do not accept deposits made in cash. If we receive a cash deposit by mail, the cash will be mailed back to the address we have for you on file. If you wish to deposit cash to your account, you must do so via a Third Party Money Transfer Service (third party fees may apply) or via an Allpoint+ ATM which is enabled for cash deposits.
- **Paper Checks**– While checks made payable to you as a payee may be deposited to your Account using Mobile Check Deposit, personal checks, cashier's checks, and money orders may not be deposited by mail. See section III labeled "*MOBILE CHECK DEPOSIT*". All checks and money orders sent to us for

deposit will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be deposited to the Account at our discretion.

- **Foreign Currency**– We do not accept deposits in foreign currency. Any deposits received in foreign currency, cash or check, will be sent back to the address we have for you on file.

3. **Funds Availability:** Please refer to Section III labeled 'MOBILE CHECK DEPOSIT' and Section V labeled, "General Funds Availability Policy" for additional information.
4. **ACH Debits:** Your Account number and bank routing number can be used for preauthorized direct debits ("ACH Debits") from merchants, Internet service or other utility service providers ("Merchants") and for the purpose of initiating direct deposits to your Account. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association ("NACHA") and you agree to comply with the NACHA rules. Detailed information regarding preauthorized transfers is available in Section II, labeled "Electronic Funds Transfer Disclosure and Special Terms and Conditions." **IMPORTANT:** If your Account number changes you must immediately notify Merchants. You must provide them with the new Account number to ensure that the ACH Debit activity continues uninterrupted.
5. **Problems That Could Occur with Deposits:** Overpayments and Reversals. If funds are deposited or transferred into your Account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit from your Account without prior notice to you. If there are not enough funds in your Account at that time, your Account could become overdrawn. See the "No Overdrafts" and "Right to Set Off" sections below for more information about what could occur if your Account has a negative balance. **Note:** If your Account is cancelled, closed, or terminated for any reason, any direct deposits, ACH transfers, or cash deposits made via third party money transfer services received after the Account closure date will be rejected and returned to the originator. Access to Mobile Check Deposit will also be disabled.
6. **No Overdrafts:** You are not permitted to overdraw your Account. If the available balance in your Account is not sufficient to cover any payment or withdrawal you have authorized, we can refuse to process the payment or withdrawal. If your Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Account has a negative balance for more than fifteen (15) days and you have another account with us, we reserve the right to exercise our right to set off. See the "Right to Set Off" section below for details. If your Account has a negative balance for sixty (60) calendar days or more, it will be closed.
7. **Right to Set Off:** If your Account balance becomes and remains negative for more than fifteen (15) days, we can use the funds in any of your accounts to repay the amount owed on the negative balance Account. This means, we have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to us, now or in the future. We will notify you by email if we have exercised our right to set off.
8. **Legal Processes Affecting Accounts:** If legal action such as a garnishment, levy or other state or federal legal process ("Legal Process") is brought against your Account, we may refuse to permit (or may limit) withdrawals or transfers from your Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such garnishment, levy or other state or federal process, we have first claim to any and all funds in your Account. We will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as we determine to be appropriate in the circumstances without liability to you, even if any funds we may be required to pay out leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to any Legal Process on your Account. We may charge these expenses to your Account. You will indemnify us for any losses if we do this.
9. **Amendment and Cancellation:** We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on [moca.fi.com](http://moca.fi.com), and any such amendment shall be effective upon such posting to that Website. The current Agreement is available at [moca.fi.com](http://moca.fi.com). You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Account or this Agreement at any time. You may cancel this Agreement by calling 1-800-342-7374 to close your Account. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

If your Account is cancelled, closed or terminated for any reason, you may request the unused balance be returned to you via check sent to the mailing address we have in our records. For security purposes, you may be required to supply identification and address verification documentation prior to issuing a refund check. Allow 14 days for processing and mailing of the refund check. In the event the program is cancelled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Account balance, will be in the notice. We reserve the right to refuse to return any unused balance amount of less than \$1.00.

Note: If your Account is cancelled, closed, or terminated for any reason, any direct deposits, ACH transfers, or cash deposits made via third party money transfer services received after the Account closure date will be rejected and returned to the originator. Access to Mobile Check Deposit will also be disabled.

10. **Account Dormancy and Escheatment:** An account that is inactive for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment and we may be required to send the balance in your Account to the state of your last known address. We will make all reasonable efforts to contact you before transferring the remaining balance of your Account to the applicable state. For an Account with an international address, the funds will be transferred to the State of Minnesota.
11. **Statements:** Electronic statements are available to view in the Mobile App. Account statements are considered to be correct. Carefully review your statements each statement period and notify us of any errors within 60 days of your statement becoming available. You also have a right to obtain a 60 day history of your Account transactions by calling us at 1-800-342-7374, sending us an email at support@mocafi.com, or by writing to us at 1 Washington Park, 7<sup>th</sup> Floor, Newark, NJ 07102. You will not automatically receive paper statements.
12. **Special Rules for New Accounts:** Accounts with a Debit Card that has not been activated will be limited in functionality. You may not be eligible to use certain features such as Mobile Deposit and/or Bill Pay until the Debit Card has been activated. In addition, certain transfer limits may be lower during this time as indicated in Section C, "1. Deposits to the Account", Section E, "1. Electronic Banking Services", and "III. Mobile Check Deposit".

D. **Using The Debit Card:** You will receive a Card with your Account. You acknowledge and agree that the funds accessible through use of the Card is limited to the available funds of your Account. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of the Card. The Card is the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be cancelled, repossessed, or revoked at any time without prior notice subject to applicable law.

1. **Activating The Card:** You must activate the Card before it can be used. You may activate it by calling 1-800-342-7374. You will need to provide personal information in order for us to verify your identity.
2. **Personal Identification Number:** You will not receive a Personal Identification Number ("PIN") with your Card. However, you will be prompted to select a PIN when you activate it. See the activation instructions in the "Activate The Card" section. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the section labeled "Your Liability for Unauthorized Transfers."
3. **Authorized Card or Account Users:** You are responsible for all authorized transactions initiated and fees incurred by use of the Card or Account. If you permit another person to have access to your Card, Card number(s), Account number(s) or PIN, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of your Account according to the terms and conditions of this Agreement.
4. **Your Representations and Warranties:** By activating the Card or by retaining, using or authorizing the use of the Card provided with the Account, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older) or you are the parent or guardian of a minor who is at least 13 years of age and you consent to the minor using a Card; (ii) you are a U.S. citizen or legal alien residing in the 50 states of the United States ("U.S.") or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Account is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.
5. **Cash Access and Transaction Limitations:** With your PIN, you may use the Card to obtain cash from your Account at any Automated Teller Machine ("ATM") or any Point-of-Sale ("POS") device, as permissible by a merchant that bears the Allpoint®, Maestro® and Interlink® Acceptance Mark(s). All ATM transactions are treated as cash withdrawal transactions. These are the itemized cash access and spending limits for your Account, which limits may be modified from time to time depending on prior activity both on this account and on other transactions and also whether or not you have activated the Card:

Transaction Type	Frequency and/or Dollar Limits
Account-to-Account Transfers	\$1,000 per calendar day. Account-to-Account transfers may only be made to and from other MoCaFi Mobility Bank Accounts.
Transfers to Your Bank Account, Debit or Credit Card*	\$1,000 per day \$9,999 per month

ATM Withdrawal	No limits to the number of times per calendar day. Up to \$705 per calendar day**
Cash Back at POS	No limit to the number of times per calendar day Up to \$705 per calendar day**
Over The Counter "OTC" Withdrawals	No limit to the number of times per calendar day Up to \$705 per calendar day**
Card Purchases (Signature and PIN combined)	No limit to the number of times per calendar day Up to \$2,500 per calendar day
<p>* Transfers to another bank account you own or another debit card in your name may be made via the Connected Accounts feature in our mobile app.</p> <p>** ATM owner-operators, merchants and participating banks may impose their own fees and lower limits on cash withdrawals.</p>	

Consistent with applicable law, you may use the Card to purchase goods or services (and/or obtain cash where permitted by the merchant) everywhere Debit Mastercard® is accepted, as long as you do not exceed the available balance of your Account.

Some merchants do not allow customers to conduct split transactions where the Card is used as partial payment for goods and services and the remainder of the balance is paid with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in the Account to the Card. 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 swiping the Card, the Card is likely to be declined if the transaction exceeds the available balance of your Account.

**If you use the Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to \$75.00 or more. If the Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a "hold" on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to 7 days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.**

All transactions relating to car rentals may result in a hold for that amount of funds for up to 60 days.

If you use the 16-digit Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make with the Card. The Card cannot be redeemed for cash. You may not use the Card for illegal online gambling or any other illegal transaction.

Each time you use the Card, you authorize us to reduce the value available in the Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in the Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees. See these provisions in Section C for additional details if your Account balance becomes negative: "6. No Overdrafts" and "7. Right to Set Off."

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to 60 days.

6. **Transactions Made In Foreign Currencies:** If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the available balance of your Account will be converted by Mastercard into an amount in the currency of the Card. The exchange rate between the transaction currency



and the billing currency used for processing international transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date.

7. **Receipts:** You should get a receipt at the time you make a transaction using the Card. You agree to retain, verify, and reconcile your transactions and receipts.
8. **Card Replacement:** If you need to replace the Card for any reason except at Card expiration, please contact us at 1-800-342-7374 to request a replacement Card. You will be required to provide personal information which may include your Account number, 16-digit Card number, full name, transaction history, copies of acceptable documentation.
9. **Card Expiration:** The Card will expire no later than the date printed on the card. You will not be able to use the Card after the expiration date; however, a replacement Card will automatically be mailed to you prior to the expiration of the soon-to-expire Card. If you need a Card replacement for any reason other than the Card's expiration, you may request one at any time by following the procedures in the section labeled "*Card Replacement*."

#### E. Electronic Banking Services

1. **Bill Pay:** With your Account, you will have access to the bill payment feature ("Bill Pay") through the Mobile App which allows you to authorize us to make bill payments on your behalf to certain third parties. We reserve the right to restrict access to Bill Pay until you have activated your Card. Bill pay is limited to making rental payments to certain, authorized landlords.

To initiate a bill payment using Bill Pay, you must provide the name and mailing address of each individual or company you wish to pay. Once a payment is authorized, the payment amount will be immediately deducted from your Account balance. Payments made using Bill Pay may take the form of a paper check sent to the payee on your behalf using standard U.S. Postal Service mail. Please allow three to nine (3-9) business days for delivery of the check. Payments can only be sent to addresses located within the 50 states of the U.S and Washington, D.C. Bill Pay payments are processed daily by midnight central time. Bill Pay payments initiated after 3:00 pm central time will be processed as if they were submitted on the next business day. MoCaFi reserves the right to refuse to process payments to any individual or company. If the decision is made to refuse a payment, MoCaFi will notify you on or before the next business day.

**Limits:** These are the limits when using Bill Pay which limits may be modified from time to time depending on prior activity both on this account and on other transactions and also whether or not you have activated the card:

Transaction Type	Frequency and/or Dollar Limits*
Bill Pay Payment(s)	<ul style="list-style-type: none"><li>• Up to \$2,500.00 per day</li><li>• Up to \$9,999.00 per calendar month</li></ul>

\*Bill Pay payments may be refused or returned by the individual or company to whom the payment was issued. The determination to accept this method of payment is at the discretion of the recipient. The U.S. Postal Service may also return payments in cases of expired or invalid addresses. If the Bill Pay payment is returned for any reason, the payment will be voided and the full amount credited to your Account the next business day.

**Uncashed Bill Pay Payments:** Uncashed Bill Pay payments are voided after 180 days. Funds from voided checks will be credited to your Account by 5:00 pm central time on the next available business day.

There is no fee to use Bill Pay.

**Cancelling a Bill Pay payment:** You may cancel a single Bill Pay payment as long as it has not been presented for payment by calling 1-800-342-7374. Funds from any cancelled check will be credited to your Account by 5:00 pm central time on the next available business day.

**Liability for failure to stop payment of a Bill Pay payment:** If you request cancellation of a Bill Pay payment within three (3) three business days or more before it is scheduled to be made, and MoCaFi does not cancel it in time, MoCaFi will be liable for your losses or damages.

## II. ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS

Your Account number and bank routing number can be used for preauthorized direct debits ("ACH Debit(s)") from Merchants, including Internet service or other utility service providers, and for the purpose of initiating direct deposits ("ACH Credits") to your Account.

**Note:** The recipient's name on any direct deposit(s) or ACH Credit(s) we receive must match the name on the Account. Any direct deposits received in a name other than the name registered to the Account will be returned to the originator.

#### **Limits on ACH Debit Transactions**

**Cut-off Time.** The cut-off time for scheduling ACH transfers is midnight Central Time. Any transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day.

**ACH Debit Limits.** The limitations to the amount of funds that can be transferred from your Account per day are described below. These limits may be modified from time to time depending on prior activity in your Account.

<b>Transaction Type</b>	<b>Frequency and/or Dollar Limits</b>
ACH Debits from Merchants, utility service providers and other financial institutions	Limited to the available Account balance
ACH Transfers from your Account to another bank account you own using the Mobile App*	<ul style="list-style-type: none"><li>• No limits to the number of times per calendar day</li><li>• Up to \$1,000 per day</li><li>• Up to \$9,999.00 per calendar month</li></ul>
*Acceptance of ACH Transfers may vary by receiving financial institution. Please contact the bank you wish to send funds to prior to initiating an ACH Transfer to determine if restrictions apply.	

#### **Electronic Funds Transfer Services**

The following terms are used to describe Electronic Funds Transfer ("EFT") services. "Automated credits", "direct deposits" or ACH Credits are deposits made to your Account by electronic means. "Automated debits", "Automated payments" and ACH Debits indicate payments authorized by you to be made from your Account by electronic means. "Online Transfers" are the movement of funds between your Account and optional Savings Account by use of the Mobile App. Online Transfers are described in detail in the agreement governing the Savings Account.

When you accept direct deposits or authorize automatic payments/ACH debits or transfers to or from your Account, you agree to these terms and conditions.

Other relevant terms and conditions described elsewhere in the Agreement also apply as long as they are consistent with Regulation E or Section II.

#### **1. Types of Electronic Funds Transfers Available**

- You may arrange with another party, such as your employer or a government agency, to electronically deposit funds on a one-time or recurring basis directly to your Account.
- You may authorize another party, such as a merchant, to make a one-time or recurring payment(s) using the Account and bank routing numbers, directly from your Account subject to the established limitations on withdrawals and transfers.
- You may use the Card to make purchases at merchants that accept the Card or to obtain cash at ATMs and, subject to availability, cash back at POS terminals.
- Bill pay is available to make rental payments to selected landlords. If you are interested in using bill pay for rental payments, you can determine if your landlord accepts rental payments through your Card by going to [mocaifi.com](http://mocaifi.com).
- You can access many of the functions of your Card and your Account, including balance checks, transaction review, ACH loads and withdrawals, location finder for cash loads, remote check deposit and card to card funds transfers through the Mobile App or [mocaifi.com](http://mocaifi.com).

#### **2. Limitations on Transfers, Amounts and Frequency of Transactions**

- You may make cash withdrawals and POS purchases, not to exceed the established limits for your Account. See the sections labeled "*Cash Access and Transaction Limitations*" for details about the limits.
- You may transfer money via the Mobile App, or you may permit 3<sup>rd</sup> parties to debit your account via ACH transactions. See the sections labeled "*Limits on ACH Debit Transactions*" for details about the limits
- If your Account is closed, blocked or suspended for any reason, you will not be able to transact using your Card (including at an ATM).

#### **3. Right to Receive Documentation of Electronic Funds Transfers**

- **Periodic Statements.** You will get an electronic monthly statement that can be viewed on the Mobile App or online at [moca.fi.com](http://moca.fi.com).
- **Direct Deposits, Automated Credits or ACH Credits.** If you have arranged to have direct deposits made to your Account, you can view the transaction on the Mobile App or online at [moca.fi.com](http://moca.fi.com), or contact us at 1-800-342-7374 to find out whether or not the deposit has been made.

4. **Right to Stop Payment of Preauthorized Transfers and Procedures for Doing So:** If you have told us or a merchant in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

Call us at 1-800-342-7374, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Fees may apply for a stop payment. Please see our Fee Schedule below for more information.

5. **Notice of Varying Amounts:** If the recurring ACH transfers you make might vary in amount, the person you are going to pay will tell you the transfer date and the amount of the transfer at least 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 you set).*
6. **Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop a preauthorized payment 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
7. **Your Liability for Unauthorized Transfers:** Contact us AT ONCE if you believe your Card, PIN or Account number has been lost, or stolen or if you believe that an electronic funds transfer has been made without your permission. Telephoning us at 1-800-342-7374 is the best way to minimize your possible losses. You could lose all the money in your Account. You agree that any unauthorized use does not include use by a person to whom you have given authority to use or access your Card, PIN or Account number and that you will be liable for all such uses and funds transfers by such person(s).

If you notify us within two (2) business days after you learn of the loss or theft of your Card, PIN, or Account number, you can lose no more than \$50.00 if someone used your Card, PIN, or Account number without your permission. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Card, Account number or PIN and we can prove that we could have stopped someone from using your Account without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if your statement shows transactions that you did not make, including those made by card, code or other means, notify MoCaFi at once following the procedures stated in the section labeled "*Information About Your Right to Dispute Errors*". If you do not notify us within 60 days after the statement was made available to you, 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 provided us notice in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Additional Limits on Liability under Mastercard Rules:** Under Mastercard Rules, you will not be liable for any unauthorized transactions using your Card Account you can demonstrate that you have exercised reasonable care in safeguarding your Card from risk of loss or theft. You must notify us within 2 days after the electronic statement was made available to you showing unauthorized transaction(s) in order to take advantage of any such limited liability provisions.

**Contact in the event of unauthorized transfer:** If you believe your Card, PIN, or Account number has been lost or stolen, call 1-800-342-7374 or write to 1 Washington Place, 7<sup>th</sup> Floor, Newark, NJ 07102 or send an email to [support@moca.fi.com](mailto:support@moca.fi.com).

**If your Account changes you must immediately notify your employer or any other payors or merchants. You must provide them with your new Account number to ensure that your direct deposit and/or ACH Debit activity continues uninterrupted**

8. **Our Liability for Failure To Complete Transactions:** If we do not properly complete a transaction to or from your Account or Card on time or in the correct amount according to our Agreement with you; 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 funds available in your Account to complete the transaction;
  - If a merchant refuses to accept your Card or Account number;
  - If an ATM where you are making a cash withdrawal does not have enough cash;
  - If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;

- e. If access to your Card or Account has been blocked after you reported your Card or Account number lost, stolen or compromised;
  - f. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
  - g. If we have reason to believe the requested transaction is unauthorized;
  - h. If circumstances beyond our control (such as fire, flood, or computer communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
  - i. Any other exception stated in our Agreement with you.
9. **Confidentiality:** We may disclose information to third parties about your Account, Card or the transactions you make:
- a. Where it is necessary for completing transactions;
  - b. In order to verify the existence and condition of your Account or Card for a third party, such as a credit bureau or a merchant;
  - c. In order to comply with government agency, court order, or other legal or administrative reporting requirements;
  - d. If you consent by giving us your written permission;
  - e. To our employees, auditors, affiliates, service providers, or attorneys as needed; or
  - f. Otherwise as necessary to fulfill our obligations under this Agreement.
10. **Information About Your Right to Dispute Errors:** In case of errors or questions about your electronic transactions, call 800-342-7374, write to MoCaFi Disputes, PO Box 543000, Omaha NE 68154, fax to MoCaFi Disputes at 516-654-3786 or send an email to [disputes@mocafi.com](mailto:disputes@mocafi.com) as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed in the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.
1. Tell us your name, Account number and/or 16-digit Card number
  2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
  3. Tell us the dollar amount of the suspected error

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within 10 business days, we may not credit your Account.

For errors involving new Account, point-of-sale transactions or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For a new Account, we may take up to 20 business days to credit your Account for the amount you think is in error.

We will tell you the results within three business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about this program's error-resolution procedures, call 1-800-342-7374.

## 11. Truth in Savings Disclosures

**This is not an interest-bearing account. No interest will be paid.**

- a. **Minimum Balance Requirements.** There is no initial deposit required to open an Account. You may deposit any amount you wish when opening the Account.
  - b. **Transaction Limitations.** Minimum and maximum withdrawal limitations apply. See the section labeled "Cash Access and Transaction Limitations" for full information regarding these limits.
  - c. **Fees.** See Fee Schedule in section IV below for list of fees
12. **Customer Service:** For customer service assistance or additional information regarding your Account, please email us at [support@mocafi.com](mailto:support@mocafi.com) or call us at 1-800-342-7374: Customer service agents are available to answer your calls Monday through Friday, 8:00 am through 9:00 pm eastern time and Saturday and Sunday, 8:00 am through 5:00 pm eastern time. Calls received at other times may leave messages which will be answered in the order received during regular working hours. Some services are available through interactive voice response ("IVR") at all times. All scheduled times are subject to downtimes for scheduled and emergency maintenance.

13. **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 member service team or as required by applicable law.

14. **No Warranty Regarding Goods or Services as Applicable:** We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Account.

15. **Arbitration**

a. **Definitions:** For purposes of this Section 15, “**Claim**” means any current or future claim, dispute or controversy relating in any way to this Agreement or your Accounts, except for the validity, enforceability or scope of the arbitration provision set forth in subsection d below. “**Claim**” includes: (i) initial claims, counterclaims, cross claims and third-party claims; (ii) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (iii) claims by or against any third party using or providing any product, service or benefit in connection with this Agreement or your Account; and (iv) claims that arise from or relate to (A) this Agreement, (B) your Account, (C) advertisements, promotions, or statements related to this Agreement or your Account, (D) your application to open the Account, or (E) consumer reporting or inquiries related to your Account. **We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.**

b. **Claim Notices:** Before beginning a lawsuit, mediation or arbitration, you and we agree to send a notice (a “**Claim Notice**”) to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file with the Bank. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be sent to MoCaFi, 1 Washington Place, 7<sup>th</sup> Floor, Newark, NJ 07102.

c. **Mediation:** In mediation, a neutral mediator helps parties resolve a Claim. The mediator does not decide the Claim but helps parties reach agreement. Before beginning mediation, you or we must first send a Claim Notice. Within 30 days after sending or receiving a Claim Notice, you or we may submit the Claim to JAMS (1-800-352-5267, jamsadr.com) or AAA (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a Claim to mediation will not affect your or our right to elect arbitration.

d. **Arbitration:**

i. You or we may elect to resolve any Claim by individual binding arbitration. This election may be made by the party asserting the Claim or the party defending the Claim. Claims will be decided by one neutral arbitrator who will be a retired judicial officer or an attorney with at least 10 years of experience; however, if we both agree, we may select another person with different qualifications.

ii. IF ARBITRATION IS CHOSEN BY ANY PARTY, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO THAT CLAIM. ARBITRATION PROCEDURES ARE GENERALLY SIMPLER THAN THE RULES THAT APPLY IN COURT, AND DISCOVERY IS MORE LIMITED. THE ARBITRATOR’S DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT. THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

iii. Before beginning arbitration, you or we must first send a Claim Notice. The party electing arbitration must choose to arbitrate before either JAMS or AAA. However, if we choose one of those two organizations, you may choose the other organization instead if you inform us of that choice within thirty (30) days after we elect arbitration.

iv. Claims will be resolved pursuant to this section XI. and the selected organization’s rules in effect when the Claim is filed, except where those rules conflict with this section XI. If the rules conflict, the terms of this Agreement will apply. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization, if you and we agree in writing, or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”).

v. We will not elect arbitration for any Claim you file in small claims court, so long as the Claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any Claim at any time unless it has been filed in court and trial has begun or unless final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this arbitration provision, including the right to arbitrate a Claim, without waiving the right to exercise or enforce those rights.

vi. This arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil

procedure or evidence in matters relating to evidence or discovery. Subject to the limitations of this section XI, the arbitrator may award any relief available in court. Any award of punitive damages will be subject to the same limitations as an award of punitive damages in court. The arbitration will be confidential, but you may notify any government authority of your Claim. Judgment upon any arbitration award may be entered in any court having jurisdiction. Arbitration hearings will take place in Newark, New Jersey or, upon your request, in the federal judicial district where you reside.

- vii. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had litigated in court. We will be responsible for any additional arbitration fees. We will consider in good faith making a temporary advance of your share of any arbitration fees or paying for the reasonable fees of an expert appointed by the arbitrator for good cause, if you ask us in writing to do so.
- e. **Arbitration Opt-Out; Your Right to Reject Arbitration: YOU MAY REJECT THIS ARBITRATION PROVISION BY CALLING US AT 1-800-342-7374, OR WRITING US AT 1 WASHINGTON PLACE, 7<sup>TH</sup> FLOOR, NEWARK, NJ 07102 AND STATING THE FOLLOWING IN YOUR NOTICE (I) YOUR NAME, (II) YOUR ADDRESS, (III) YOUR PHONE NUMBER, AND (IV) THAT YOU ARE EXERCISING YOUR RIGHT TO REJECT ARBITRATION UNDER SUBSECTION 15.e OF YOUR AGREEMENT (A “REJECTION NOTICE”). YOUR REJECTION NOTICE MUST BE RECEIVED WITHIN 90 DAYS AFTER THE OPENING OF YOUR ACCOUNT. IF YOUR REJECTION NOTICE COMPLIES WITH THESE REQUIREMENTS, THE ARBITRATION PROVISION IN SUBSECTION d WILL NOT APPLY TO YOU, EXCEPT FOR ANY CLAIMS SUBJECT TO PENDING LITIGATION OR ARBITRATION AT THE TIME YOU SEND YOUR REJECTION NOTICE. REJECTION OF THE ARBITRATION PROVISION WILL NOT AFFECT YOUR OTHER RIGHTS OR RESPONSIBILITIES UNDER THIS SECTION 15 OR THIS AGREEMENT.**
- f. **Class Action Waiver and Other Limitations on Arbitration:** IF EITHER PARTY ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, IN A PURPORTED REPRESENTATIVE CAPACITY OR ON BEHALF OF THE GENERAL PUBLIC, OTHER ACCOUNT OWNERS OR OTHER PERSONS. The arbitrator’s authority is limited to Claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. Any arbitration award shall be confidential, and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Despite any other provision and without waiving the right to appeal such decision, if any portion of this subsection 15.f is deemed invalid or unenforceable, then the entire arbitration provision set forth in subsection 15.f will not apply.
- g. **Survival and Severability of Dispute Resolution Provision:** This section 15 will survive the closing of your Account and the termination of any relationship between us, termination of this Agreement, any legal proceeding relating to your Accounts, any bankruptcy (as applicable) or receivership and any sale or assumption of this Agreement, your Account or any and all rights thereunder. In the case of a sale or assumption of this Agreement, your Account or any and all rights thereunder, the buyer will be bound by and may enforce the terms of this section 15 If any portion of this section 15 is deemed invalid or unenforceable, it will not invalidate the remaining provisions of this section 15 or of this Agreement (except as set forth in subsection 15.f).

### III. MOBILE CHECK DEPOSIT

1. **Ingo** - You may also use the Mobile Check Deposit service offered by Ingo™ Money (a third party service provider) to deposit funds from eligible checks to your Account using your mobile device. Even though we may allow use of the Mobile Check Deposit service to add money to your Account, we do not provide this service and are not responsible for any service-related issues. To use this service, you will need to agree to the terms and conditions the service provider establishes from time to time. We do not charge any fees in connection with Mobile Check Deposits. MoCaFi has made arrangements with the service provider providing such service to pay, on your behalf, any fees you incur for the service. The terms and conditions, including the applicable fees (which MoCaFi is paying for you), will be provided to you at the time you sign up for the service. You may sign up for this service by following the instructions at MoCaFi.com or on the MoCaFi Mobile App. The service provider should notify you about any fee (which MoCaFi is paying for you) for a particular deposit before you authorize the deposit. Generally, you will not have access to the money you load via the Mobile Check Deposit service until your check clears (this can take up to ten (10) business days). The service provider may offer immediate funds availability for a fee (which MoCaFi is paying for you). See the Ingo Money Service Terms and Conditions at [ingomoney.com](http://ingomoney.com) for limitations and complete details.

### IV. FEES

**ATM withdrawals made from the Allpoint Network are fee free. Domestic POS and on-line transactions are fee free. Other activity will be subject to fees as shown in the fee table below:**

Fee	Fee Description Online/Statement	Fee Amount	Details
<b>Add Money</b>			
Cash Reload	No Fee	No Fee	MoCaFi has established a fee free cash load option with Vanilla®. Please check for Vanilla® cash load locations in the Load Cash section in our mobile app or at <a href="http://vanillareload.com">vanillareload.com</a> .
Mobile Check Load (for immediate funds)	No Fee	No Fee	MoCaFi has made arrangements with Ingo™ Money (a third party service provider) for this service.
<b>Get Cash</b>			
ATM withdrawal for any ATM in the Allpoint Network	No Fee	No Fee	For information about Allpoint locations, see <a href="http://mocaifi.com">mocaifi.com</a> or <a href="http://allpoint.com">allpoint.com</a>
ATM withdrawal for any ATM not in the Allpoint Network	Cash Withdrawal Fee	\$1.98 plus any fee assessed by the ATM operator	The ATM operator may charge you a fee, even if you do not complete a transaction. You can request cash back by selecting “Debit” and entering your PIN when making a purchase at a retail location. PIN Purchase fee may apply.
Over-the-Counter Withdrawal	Cash Withdrawal Fee	No fee from MoCafi	Financial institutions or retailers in the U.S who offer this service may charge you a fee for this service.
<b>Using your Card outside the US</b>			
International ATM withdrawal for any ATM in the Allpoint Network	No Fee	No Fee	Allpoint ATMs are not located in all foreign countries. For information about Allpoint international locations, see <a href="http://mocaifi.com">mocaifi.com</a> or <a href="http://allpoint.com">allpoint.com</a>
International ATM Withdrawal for any ATM not in the Allpoint Network	International Cash Withdrawal Fee	\$1.98 + 3%	This percentage and flat fee is our fee for international ATM withdrawals. The ATM operator may also charge you a fee even if the transaction is not completed.
International Over-the-Counter Withdrawal	No Fee	No Fee	Financial institutions or retailers who offer this service may charge you a fee for this service.
<b>Other</b>			
Inactivity	Inactivity Fee	\$5.95	This is our fee assessed to your account each calendar month after your account has had no activity (no purchases, cash withdrawals, loads) for twelve (12) consecutive months. The fee will be assessed beginning on the 2nd day of the 13th month. You can avoid this fee by using your account for the type of activities listed above, at least once each calendar year. We will refund this fee to you upon your written request to us made within twelve (12) months of the date the fee was assessed.

## V. GENERAL FUNDS AVAILABILITY POLICY

Information contained in this section is provided to assist you in understanding our Funds Availability Policy.

Our policy is to make funds from your cash, check, and electronic deposits available to you on the first business day after we receive your deposit. See the Availability section below for details about when you can use the funds from different types of deposits.

### 1. Availability

When a deposit is made by ...	Deposited funds are available ...
• Electronic Direct Deposit	• The next business day

<ul style="list-style-type: none"> <li>• Mobile Check Services</li> </ul>	<ul style="list-style-type: none"> <li>• Please see Ingo™ Money's (the third party provider) terms of service for information about their processing and transmission timeframes.</li> </ul>
<ul style="list-style-type: none"> <li>• Funds Transfer Services</li> </ul>	<ul style="list-style-type: none"> <li>• The next business day</li> </ul>
<ul style="list-style-type: none"> <li>• Money Remittance Services (Vanilla)</li> </ul>	<ul style="list-style-type: none"> <li>• The next business day. Please see Vanilla's terms of service for information about their processing and transmission timeframes</li> </ul>

**2. Business Days:** For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 PM central time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 PM central time or on a day we are not open, we will consider that the deposit was made on the next business day