

OXYGEN BUSINESS DEPOSIT ACCOUNT AGREEMENT
PLEASE READ THIS DOCUMENT CAREFULLY

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Deposit Account Agreement and Disclosures

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A. OUR AGREEMENT

This document contains the Business Deposit Account Agreement (this "Agreement") for the business demand deposit account ("Oxygen Business Deposit Account," or "Account,") available from The Bancorp Bank, Wilmington, Delaware, member of the Federal Deposit Insurance Corporation ("FDIC"), ("The Bancorp Bank", the "Bank," and with respect to the Oxygen Visa® Business Debit Card (the "Card"), the "Issuer") on behalf of ReliefClub, Inc. dba Oxygen ("Oxygen"), the program partner responsible for managing the Oxygen Business Account program. "We," "our," and "us" refer to the Bank, our successors, affiliates, or assignees. "Customer" refers to the person or the legal entity for whom the Bank has opened an Account. "Account Owner" refers to the person with authority to deposit, withdraw, or exercise control over the Account.

The Account is accessed via the Oxygen mobile application or web banking interface, collectively the Platform. ("Platform"). Customer is responsible for providing Oxygen with a correct and operational email address. Customer must promptly notify the Bank or Oxygen of any change to its email or postal mailing address, or if Customer is unable to access the Account information through the Platform. Neither the Bank nor Oxygen will be liable for any adverse effects to the Account as a result of undelivered mail or email or Customer's inability to access Account information through the Platform due to a failure to promptly notify the Bank or Oxygen of a change to Customer's email or postal mailing address. Neither the Bank nor Oxygen is responsible for any costs Customer incurs to maintain internet access or an email account.

1. Customer Service.

For Customer Service assistance or additional information regarding your **Oxygen Business Deposit Account**, please contact: support@getoxygen.com; or at the following phone number:

(866) 287-7021

Customer Service agents are available to answer your **calls** and **emails**: Monday

through Friday, 10 a.m. to 6 p.m. ET (holidays excluded)

Saturday and Sunday, 10 a.m. to 6 p.m. ET (holidays excluded)

Call (866) 287-7021 for lost/stolen Cards 24/7/365.

2. Consent to the Terms of this Agreement.

By submitting a request for an Account, Customer is agreeing to the terms and conditions of the Account and the "**Schedule of Fees**," that is associated with the Account. The disclosures provided when the Account was completed, additional disclosures provided to Customer that are applicable to additional products and services; and any other disclosures or terms we provide are considered part of this Agreement. Continued use of the Account also means the ongoing agreement of Customer to this Agreement, by continuing to use this Agreement, Customer further agrees to pay fees due and outstanding associated with the Account, including giving us the right to collect such fees directly from the balance of the Account. Customer is responsible for the accuracy and completeness of all information supplied to us in connection with the Account and /or its services. Customer agrees to comply with all laws applicable to this Agreement, including regulations or ordinances, and orders of governmental and governing authorities, federal and state privacy laws, and anti-money laundering laws.

3. Modifications.

We may amend or change this Agreement at any time by posting the amended documents (including this Agreement) on getoxygen.com, and any such amendment shall be effective upon such posting to the Website. The current Agreement is available at getoxygen.com. We will provide reasonable notice in writing or by any method permitted by law of an adverse change to this Agreement. However, if a change is made for security purposes, such change can be implemented without prior notice. When we change this Agreement, the updated version of this Agreement supersedes all prior versions and govern the Account. Customer's continued maintenance or use of the Account after the change, will be deemed acceptance of any change and Customer will be bound by it. If Customer does not agree with a change, Customer may close the Account as provided in

this Agreement. Customer's termination of this Agreement will not affect any of our rights or Customer's obligations arising under this Agreement prior to such termination.

4. Closing the Account.

To close the Account the Account Owner may do so by calling (866) 287-7021 or sending an email to support@getoxygen.com. After the Account is closed, we have no obligation to accept deposits or pay outstanding items, but may do so at our discretion. Any access device will no longer be active. Customer agrees to hold us harmless for honoring or refusing to honor any item on a closed Account. If a balance remains in the Account at the time of its closure, a check made payable to the Account Owner as listed in our records will be sent to the address on file within fourteen (14) business days of the final transaction and/or of receiving the request to close the Account. The Bank reserves the right to refuse to return any remaining balance less than \$2.00. The Bank reserves the right to close the Account at any time.

B. GENERAL RULES GOVERNING THE OXYGEN BUSINESS DEPOSIT ACCOUNT

The Account and Customer's 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 Delaware except to the extent governed by federal law. This Agreement and the deposit relationship do not create a fiduciary relationship between the Bank and Customer, the Account Owner.

1. Opening the 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 or business that opens an Account. We will ask for the name, address, date of birth, and other information that will allow us to identify the Account Owner. We will also ask for other information related to the business entity. If we are not able to validate the identity or authenticity of the Account Owner or the business entity to our satisfaction, we may not open the Account.

We may use information from, and share information with, third parties to help us determine if we should open an Account.

2. Business Deposit Account.

A business deposit account is a deposit account that is not held or maintained primarily for personal, family, or household purposes. Examples of business deposit accounts include an account owned by an individual acting as a sole proprietor; a partnership; a limited partnership; a limited liability partnership; a limited liability company; a corporation; a joint venture; or a non-profit corporation.

The Oxygen Business Deposit Account is a checkless demand deposit account to be used by a business entity to make payments and transfers to third parties using online services or the debit Card that is automatically issued with the Account.

3. Authorized Signers.

The Account Owner may not add additional authorized signers to the Account.

4. Authorization.

Customer authorizes Oxygen and the Bank to:

- view and obtain information about the Account;
- provide information to service providers about Account balances and transactions; and
- transact on the Account as necessary for purposes of reconciliation, fee credits or debits, dispute related adjustments, and any other applicable accounting corrections.

5. Business Days.

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

6. Deposits to the Account.

Make deposits to the Account using any of these methods:

Transaction Type	Frequency and/or Dollar Limits
Direct deposit or ACH transfer initiated from an external financial institution*	No limit to the number of transactions per day. No maximum dollar limits.
Cash transfers† via Green Dot®	3 times per calendar day; maximum of \$1,000.00 per deposit, and a maximum of \$1,000.00 per calendar day; maximum of \$10,000.00 per calendar month
Wire transfer	No limit to the number of transactions per day. No maximum dollar limits.
Mobile Deposit Transfers	See section captioned “ <i>Mobile Remote Deposit Capture.</i> ” for limits and feature details.
†Third-party money transfer services used to deposit funds to the Account may impose their own fees, per transaction, daily, weekly or monthly limits on the frequency or amount of cash you may transfer to the Account.	
*Direct deposits or ACH transfers: The payee name on any direct deposit(s) or ACH Credit(s) we receive must match the business name on the Account. Any such deposits received in a name other than the name registered to the Account will be returned to the originator.	

7. No Cash, Paper Checks or Foreign Currency

We are not 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 through the mail. If you mail a cash deposit, the cash will be mailed back to you at the address we have for you on file.
- **Paper Checks-** Personal checks, cashier’s checks, and money orders may not be deposited by mail. 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 Deposit 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.

8. Preauthorized Transfers.

Your Oxygen Business Deposit Account number and the bank routing number can be used for preauthorized direct debits (“ACH Debit”) from merchants, internet service or other utility service providers (“Merchants”) and for the purpose of initiating direct deposits to the Account (“ACH Credit”). These transfers will be processed under the Operating Rules of the National Automated Clearing House Association (“NACHA”) and Customer agrees to comply with the NACHA rules. Additional information regarding preauthorized transfers is available in section F, captioned “*Electronic Funds Transfer Special Terms and Conditions.*”.

9. Direct deposits or ACH Credits using an external account from another financial institution.

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

10. ATM Deposits.

ATM deposits are prohibited.

11. Funds Availability.

We make funds available according to the type of deposit and when the funds are applied, or credited to the Account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to the Account, Customer may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers or payments.

12. Right to Set Off.

If the Account balance remains negative for fifteen (15) days, we can use the funds in any of your accounts on deposit with us to repay the negative amount owed on the 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 if we have exercised our right to set off.

13. Deposit Corrections.

If funds are incorrectly deposited or transferred into the Account, we may correct the situation by deducting the amount of the erroneous deposit from the Account without prior notice to Customer. If there are not enough funds in the Account at that time, the Account could become overdrawn. See the paragraph below captioned “No Overdrafts.” for more information about what occurs if the Account has a negative balance.

14. Check Services.

Paper checks are not included with this Account. However, individual preauthorized checks can be requested as payments to third parties and remitted on behalf of the business through the Platform. Checks sent through the Platform must be sent to an address located within the fifty (50) state of the United States. Requests to remit checks to an international address will be denied. To initiate a check request, follow the instructions provided on the Platform when you access the feature. Once requested, a paper check will be generated and sent to the payee name and address provided. We are not liable for checks sent to an incorrect address.

Checks deemed undeliverable will be returned to business address we have on file for the Account. Customer agrees and acknowledges the Bank is not liable for any damages incurred by Customer arising from, or related to, any check services, including any damages arising from an incorrect address or refusal of a payee to accept a check drawn on the Account as payment.

15. No Overdrafts.

The Account may not be overdrawn. If the available balance in the Account is insufficient to cover any authorized payment, withdrawal, or check, we can refuse to honor the payment, withdrawal, or check. If the Account balance should become negative for any reason, a deposit or deposits must be immediately made to cover the negative balance. If the Account has a negative balance for ninety (90) calendar days, it will be closed.

16. Levies, Garnishments, and Other Legal Processes.

If the Account becomes subject to legal action, such as a tax levy or third-party garnishment, we reserve the right to refuse to pay any money from the Account, including checks, ACH debits, debit Card transactions, or other items presented for payment, until the action is resolved. If we are required to pay an attachment, garnishment or tax levy, we are not liable to Customer. Payment is made after satisfying any fees, charges or other debts owed to us. Until we receive the appropriate court documents, we may continue to process transactions against the Account, even if we have received an unofficial notification of an adverse claim. Customer will indemnify us for any losses if we do this.

17. Account Dormancy and Escheatment.

If the Account is inactive for a period of time it may be considered dormant and subject to escheatment. Each state has varying laws as to when the Account will be subject to escheatment and we may be required to send the balance in the Account to the state of Customer's last known address. We will make all reasonable efforts to contact Customer before transferring the remaining balance of the Account to the applicable state. If the Account has an international address, the funds will be transferred to the State of Delaware.

18. Periodic Statements.

Electronic statements for the Account will be made available to view and print on the Platform. Carefully review Company's statement each statement period and notify us of any discrepancies within thirty (30) days of the statement becoming available. You will not automatically receive paper statements.

C. USING THE OXYGEN VISA® BUSINESS DEBIT CARD

Account Owner will receive an Oxygen Visa Business Debit Card ("Card") for use with the Account (each, a "Cardholder"). Customer acknowledges and agrees that the funds accessible through use of the Card is limited to the available funds of the Account. The expiration date of the Card is identified on the back 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. Activate the Card.

A Card must be activated before it can be used. The Card may be activated by calling (866) 287-7021, or through the Platform. The Cardholder will need to provide personal information in order for us to verify their 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 the Card. The Card must be activated before the PIN is usable. See the activation instructions in the paragraph above captioned "Activate the Card.". Do not write or keep a PIN with the related Card. Never share the PIN with anyone. Cardholders should enter PINs so that it cannot be observed by others; Cardholders should not enter the PIN into any terminal that appears to be modified or suspicious. If a Cardholder believes someone has gained unauthorized access to their PIN, advise Oxygen immediately.

3. Authorized Users.

Customer is responsible for all authorized transactions initiated and fees incurred by use of the Card or Account. If an individual is permitted access to a Card, Card number(s), Account number(s) or PIN, we will treat this as if Customer has authorized such use and Customer will be liable for all transactions and fees incurred by those persons. Customer is wholly responsible for the use of the Account according to the terms and conditions of this Agreement.

4. Cash Access.

With the PIN, a Cardholder may use the Card to obtain cash from any Automated Teller Machine ("ATM") or any Point-of-Sale ("POS") device, as permissible by a merchant, that bears the Visa®, Interlink®, Plus®, Maestro®, and Allpoint® Acceptance Mark(s). All ATM transactions are treated as cash withdrawal transactions. You may use the Card at an ATM. These are the limits associated with the withdrawal of cash using the Card:

Transaction Type	Frequency and/or Dollar Limits**
Cash Withdrawal (ATM)*	3 times per calendar day; Up to \$1,000.00 per calendar day
Cash Back at POS*	3 times per calendar day; Up to \$1,000.00 per transaction, Up to \$1,000.00 per calendar day
<i>*ATM Owner-Operators, merchants and participating banks may impose their own fees and lower limits on cash withdrawals.</i>	
<i>**Limits may change based on the length of time the Account has been open, transaction history and overall Account standing.</i>	

5. Transaction Limitations.

Maximum transaction limits are subject to the available balance of the Account. These are the maximum limits for the Card.

Transaction Type	Frequency and/or Dollar Limits*
Card Purchase (Signature or PIN)	No limit to the number of transactions per day; Up to \$10,000.00 per transaction; Up to \$25,000.00 per calendar day; Up to \$150,000 per month
<i>*Limits may change based on the length of time the Account has been open, transaction history and overall Account standing.</i>	

A Cardholder may use the Card to purchase or lease goods or services everywhere Visa cards, Interlink cards, Plus cards, Allpoint cards, or Maestro cards are accepted as long as transactions do not exceed the available balance of the 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 a Cardholder wishes to conduct a split transaction and it is permitted by the merchant, the Merchant must be told to charge to the Card only the exact amount of funds available in the Account. The Cardholder must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If the Cardholder fails to inform the Merchant complete a split transaction prior to swiping or dipping the Card, the Card is likely to be declined.

If a Cardholder uses the Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to \$100.00 or more. If the Card is declined, even though the Account has sufficient funds available, the Cardholder should pay for their purchase inside with the cashier. If a Cardholder 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 places a hold on those available funds until the Merchant sends us the final payment amount of a Cardholder purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, Customer 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 sixty (60) days. If a Cardholder uses 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 the Cardholder used the Card itself. For security reasons, we may limit the amount or number of transactions a Cardholder can make with a Card. The Card cannot be redeemed for cash. Each time a Cardholder uses the Card, Customer authorize us to reduce the value available in the Account by the amount of the transaction and any applicable fees. A Cardholder is 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, Customer shall remain fully liable to us for the amount of the transaction and any applicable fees. See paragraph 15 of section B "No Overdrafts." for additional details if the Account balance becomes negative.

Neither Customer nor a Cardholder has the right to stop payment on any purchase or payment transaction originated by use of the Card. If a Cardholder authorizes 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 sixty (60) days.

6. Non-Visa Debit Transactions.

Procedures are in effect that may impact use of a Card at certain merchant locations. In the past, transactions were processed as a Visa debit transaction unless a cardholder entered a PIN. Now, if a Cardholder does not enter a PIN, transactions may be processed as either a Visa debit transaction, or as an Interlink® transaction.

The Merchant is responsible for and must provide a Cardholder with a clear way of choosing how to make a Visa debit transaction if it supports the option. Please be advised that should the Cardholder choose to use the Visa debit network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the Interlink® or Maestro® networks.

To initiate a Visa debit transaction at a point-of-sale, swipe or dip the Card through or into the POS terminal, sign the receipt, or provide the 16-digit Card number for a mail order, telephone, or internet purchase. To initiate a non-Visa debit transaction at the POS, Cardholder should enter their PIN at the POS terminal or provide the 16-

digit Card number after clearly indicating a preference to route the transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or internet purchases.

7. Transactions Made In Foreign Currencies.

If a Cardholder makes a purchase in a currency other than the currency in which the Account is denominated, and the Card was issued, the amount deducted from the funds will be converted by Visa into an amount in the currency of the Account and Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the Issuer may assess a foreign currency conversion fee of 1% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

8. Receipts.

Cardholders should get a receipt at the time of a transaction using the Card. Customer is responsible for retaining, verifying, and reconciling all Card transactions and receipts.

9. Card Replacement.

If a Cardholder needs to replace their Card for any reason except at Card expiration, the Account Owner or Cardholder should contact (866) 287-7021 or email support@getoxygen.com, to request a replacement Card. The Account Owner, or Cardholder seeking a replacement card, will be required to provide personal information, which may include, for example, the Cardholder's full name, transaction history, or copies of acceptable documentation. Standard shipping of the replacement card will be provided without a fee. Expedited shipping is available via FedEx; however, an Expedited Shipping Fee of \$50 will be assessed.

10. Card Expiration.

The Card expires no earlier than the "Valid Thru" date printed on the front of it. The Card cannot be used after the expiration date; however, a replacement Card will automatically be mailed to Customer prior to the expiration of the soon-to-expire Card. If a Cardholder needs a replacement Card for any reason other than the Card's expiration, the Cardholder may request one at any time by following the procedures in the paragraph above captioned "*Card Replacement*."

11. Virtual Cards.

A "Virtual Card" consists of a 16-digit account number, a 3-digit security code, and an expiration date, linked to the funds in your Account. These Virtual Cards can be used to purchase goods or services or make payments online or by phone without presenting your physical Oxygen Visa Business Debit Card number. The Virtual Cards can be temporary or re-usable, but in any case, expire one year from the last day of the calendar month during which the Virtual Account was created. When you use your Virtual Card, the legal effect will be the same as if you used the physical Oxygen Visa Business Debit Card itself.

Transaction Type	Frequency and/or Dollar Limits
Virtual Card	No limit to the number of Virtual Cards active at a time*
* The same transaction limitations as stated above in Section C.5. ("Transaction Limitations") apply to Virtual Cards.	

12. Lost, Stolen Cards; Information Transaction Disputes (Card Transactions Only).

TELL US AT ONCE if Customer or a Cardholder believes a Card has been lost or stolen or if the PIN or the Account number is no longer secure or confidential. Cardholders must not reveal their User ID, Password or PIN or provide the Account or Card numbers to any person not authorized by Customer to use the Account or Card; not write the PIN on the back of the Card or anything kept with the Card; and not leave a computer terminal or mobile device unattended after logging in and accessing the Account.

In the case of a discrepancy or questions about Card transaction(s), call (866) 287-7021 or email claims@getoxygen.com, as soon as possible. Customer must contact us no later than sixty (60) days after we posted the transaction(s) to the Account.

D. RESPONSIBILITIES, LIABILITY, AND LIMITATIONS

1. Customer's Acknowledgement.

Customer acknowledges (i) the inherent risks and responsibilities associated with conducting business via the internet and that there can be no assurance that inquiries or transaction activity will be completely secure, despite any security procedures established by us such as firewalls, passwords, and data encryption. Customer also understands that access to the Platform will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium, and further agrees we are not responsible for any such delays, malfunctions, or inconveniences; (ii) Customer is responsible for maintaining all equipment required for its access to and use of the Account; and (iii) Customer authorizes Oxygen, the Bank, or any third party on Oxygen or Bank's behalf, to serve as agent in processing transaction instructions received from Customer via the internet, and to post such transactions to the Account. Customer will be solely responsible for the timeliness, accuracy and adequacy of the data entered as well as the completeness of any instruction entered.

2. Disclaimer of Warranties.

To the fullest extent permitted by law, we do not make any warranties of any kind related to the Website or Platform, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We further do not warrant that the Website or Platform will be uninterrupted or error free, that defects will be corrected, or that the Website or Platform are free of viruses or other harmful components. CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS USE OF THE WEBSITE OR PLATFORM AND THE ACCOUNT SHALL BE AT CUSTOMER'S SOLE RISK, AND THAT THE WEBSITE AND PLATFORM IS PROVIDED ON AN "AS IS" BASIS.

3. Information Processing and Reporting.

The Bank will not be responsible for determining the accuracy, timeliness or completeness of any information or instructions that are provided to us for any service related to the Account. Customer agrees to maintain adequate backup files of the data it submits for a reasonable period of time in order to facilitate any needed reconstruction or reprocessing of Customer's transactions (e.g., due to a telecommunication failure). If we are unable to provide a processing service for any reason, we will take reasonable steps to resume processing within a reasonable timeframe.

4. Unauthorized Transactions and Errors.

The Bank's security procedures are not designed for the detection of errors (e.g. duplicate payments or errors contained in Customer instructions). We will not be obligated to detect or investigate errors by Customer, authorized users, or others, even if we take certain actions from time to time to do so. It is Customer's responsibility to notify Oxygen immediately at (866) 287-7021 upon belief any security information (such as passwords, or other credentials) has been lost, stolen or otherwise made available to an unauthorized person, or that someone has viewed, downloaded, or deleted electronic records from the Account without Customer's permission, or if Customer suspects any fraudulent or unauthorized activity (including errors) on the Account. Customer further agrees to comply with all notification requirements set forth in this Agreement. Customer's liability for any unauthorized transactions (including errors) will be determined based on the terms set forth in this Agreement. Customer agrees to promptly repay any amount erroneously credited to the Account. If we are not timely notified of an unauthorized non-consumer ACH Debit entry, we will not be able to return the item without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between Customer and the originator of the entry.

5. Data and Information Supplied by Customer.

Customer shall transmit or deliver data and other information in the format provided for in this Agreement. Customer shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. Customer acknowledges and agrees that the Bank shall not examine the data for correctness and that the Bank shall not have any responsibility for detecting errors in the data transmitted by Customer. The data transmitted by Customer must be legible, correct and complete. The Bank shall not process, nor will the Bank be liable to Customer for failure to process, the data if it is not in the format specified by the Bank or if the data is incomplete. The Bank shall not be liable for errors or omissions caused by data that is rejected as the result of Customer's failure to provide the data in accordance with the standards specified in this Agreement, or applicable

instructions. Customer agrees that Customer shall be solely liable for, and the Bank shall not have any liability whatsoever for, any data or other information that is not received by the Bank or for any data or other information that is intercepted or altered by an unauthorized third party. Customer agrees that the Bank has no obligation to accept any data or other information and, therefore, may reject any data or other information transmitted or delivered by the Customer in connection with this Agreement.

6. Data Review.

Customer has sole responsibility for confirming the accuracy and validity of all information, data, entries, and processing services prepared by the Bank and delivered to Customer in connection with the Account. Customer agrees to carefully review all records and other information provided or made available to Customer by the Bank and to report any discrepancies within thirty (30) days of Customer's receipt of the record or other information showing such discrepancies. Customer's failure to promptly report to the Bank within such specified time the existence of any discrepancies in any record or other information constitutes Customer's acceptance of the record or other information as valid and accurate and shall preclude Customer from asserting against the Bank any claims arising from or any loss caused by the discrepancy.

7. Limitations of the Bank's Liability and Obligations to Customer.

In the performance of the services required by this Agreement, the Bank shall be entitled to rely solely on the information, representations and warranties provided by Customer pursuant to this Agreement. Except as otherwise specifically provided by law, the Bank shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only in the event of loss due to its gross negligence or willful misconduct in performing those services. In no event shall the Bank have any liability for any consequential, special, incidental, punitive or indirect loss or damage which Customer may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Bank and regardless of the legal or equitable theory of liability Customer may assert. The Bank is not liable for any damages Customer may incur due to a delay in Oxygen providing the Bank with any notices or information Oxygen receives from Customer. Without limiting the foregoing, the Bank shall not be liable for and the Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, act of terror, emergency conditions, or other conditions beyond Bank's control. To the extent allowed by law, the Bank shall not be liable for and shall be excused from failing to process or any delay in processing a transfer of funds (i) if, in the Bank's sole discretion, processing a transfer would violate or contribute to the violation of any law, regulation or regulatory requirement; or (ii) if processing a transfer, in the Bank's sole discretion, would cause it to engage in an unsafe and unsound practice. Customer agrees to indemnify and hold harmless the Bank and Oxygen and to promptly pay on demand, any and all losses arising from actions taken by the Bank or Oxygen in accordance with this Agreement. These indemnifications shall apply, without limitation, to any losses arising from the dishonor of any check or other debit item.

Without limiting the generality of the foregoing, in no event will the Bank's liability for any loss, cost, or liability arising from the Bank's gross negligence or willful misconduct exceed the average monthly charge for the Account-related services in question for the month preceding the date of loss, except as otherwise required by UCC Article 4A. Any claim, action or proceeding by Customer to enforce the terms of this Agreement or to recover for any Account-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. Customer agrees to cooperate with the Bank in any loss recovery efforts the Bank undertakes to reduce any loss or liability that arises in connection with the Account. Customer acknowledges any Bank fees have been established in contemplation of: (a) these limitations on the Bank's liability; (b) Customer's agreement to review statements, confirmations, and notices promptly and to notify Bank immediately of any discrepancies or problems; and (c) Customer's agreement to assist the Bank in any loss recovery efforts.

8. Current Day Balance Information and Transactions.

Customer acknowledges that Account information regarding the current day may change. Interruptions in communications can occur, and the Bank shall not be responsible for current day balance or current day transaction information. Customer acknowledges that Customer's decisions based on Bank's information on current day balances and current day transactions must take into consideration information that is known or should be known to Customer, or Customer's employees and not known to the Bank or not reflected in the current day balance or transaction information Customer obtains from the Bank.

E. WIRE TRANSFER SERVICES

The terms and provisions below describe the Oxygen Wire Transfer Service for funds transfers via wire that Customer receives or sends through the us ("Wires" or "Wire Transfers"). By accepting and using Wire Services, you agree to these terms and conditions and authorize us to provide you with requested Wire Services using our mobile app or web interface. All other payments or transfers available through the Platform are subject to separate terms and conditions.

1. Receiving Wires

The following provisions apply to Wire Transfers Customer receives.

The Uniform Commercial Code ("UCC") includes provisions relating to Wire Transfers. The terms are used here as they are defined in the UCC as adopted by the state whose law applies to the account for which the funds transfer service is provided. In general, a Wire Transfer is the process of carrying out payment orders that lead to paying a beneficiary. The payment order is the set of instructions given to the Bank to transfer funds. The beneficiary is the person or business who receives the payment.

Subject to the terms and conditions of this Agreement, Customer hereby authorizes the Bank and the Bank hereby agrees to honor, execute and charge to the Account all telephonic or online requests for the wire transfer of funds.

a. Cutoff Times.

We have cutoff times for processing Wires. If the Bank received Customer's payment order after 5:00 pm ET, or on Saturday, Sunday or a federal holiday, it may be processed on the next funds-transfer business day.

b. Inconsistency of Name or Number.

When receiving a payment order, payment may be made by the Bank, or by other banks, to which the payment order is forwarded, based solely on the account number even if the account number identified a beneficiary different from the beneficiary named by the originator of the payment order. Furthermore, when receiving a payment order, we may rely, and any other banks to which the payment order is forwarded may rely, on the bank identification number provided in the payment order even if the identification number identifies a bank different from the bank named by the originator of the payment order.

c. Notice of Rejection.

The Bank may reject payment orders. International wires will be rejected. You may inquire about any payment orders by contacting Customer Service. The Bank is not liable for the rejection or obligated to pay interest for the period before Customer receives timely notice of rejection.

d. Receiving a Wire Transfer.

The Bank may receive instructions to credit funds to the Account. We may receive a wire transfer directly from the sender, through a funds transfer system or through some other communications system.

2. Sending Wires

The following provisions apply to Wire Transfers Customer sends through the Bank.

ONLY WIRE MONEY TO PEOPLE YOU KNOW, OR TO RECIPIENTS YOU HAVE VERIFIED. ONCE THE WIRE IS SENT, YOU MAY NOT BE ABLE TO RECOVER YOUR MONEY

a. Service

You must be an active Oxygen member with a valid user ID and password to use Wires.

Accounts will only be enabled to make domestic Wire Transfers. A "**Domestic Wire Transfer**" is a wire sent to a bank within the United States (including its territories). Oxygen does not allow for Wires to be sent to a bank outside the United States (including its territories).

b. Security Procedures.

The following security procedures are only to help prevent unauthorized access to your Account. You should not discuss or disclose your Username and password, any applicable one-time code, or any other information or credentials that we may use to confirm your identity with any person regardless of if they have access to your accounts.

You acknowledge the security procedures for Wires are a commercially reasonable method of verifying your Wire Transfer and reducing or preventing fraud. You acknowledge that you are responsible for any Wire Transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.

Prior to scheduling a Wire Transfer, you must provide (i) a recipient in accordance with the information we require, (ii) the financial institution that holds the recipient's account, and (iii) a purpose for the Wire Transfer. When you use this service, you will authenticate with a username and password and may, from time to time, be asked to complete additional authentication steps like security questions, one-time codes, and other methods of

authentication.

We may impose stricter security procedures for any particular Wire Transfer you make, but we have no obligation to do so. If we choose to impose stricter security procedures, we will not be liable to you for any delays or losses, and we will not be obligated to impose such security procedures in the future.

c. Processing, Canceling, Delays and Notifications of Wire Transfers.

(i) Processing

We will start processing your Wire Transfer the same Business Day if we receive it and complete our security procedures before the cutoff times we establish. Currently, the last cutoff time for your request to be processed the same Business Day it is received is 3:00 PM EST. In order to complete our processing before the cutoff times we establish, we, or Oxygen, may need to finish secondary internal reviews, and the Accountholder must have available funds within their Account. We are not obligated to accept or process Wire Transfers that exceed your daily limit, which may change over time.

(ii) Canceling

Once you have submitted a Wire Transfer for the current Business Day, you cannot cancel it after we have begun processing, but you may request us to attempt to return the funds to you. If the recipient's bank agrees, your funds may be returned to you, but likely not in the full amount that was originally sent. If, for whatever reason, we cannot process your Wire Transfer, we will notify you via the email address we have on file for you.

(iii) Modifying

Once a Wire Transfer has begun processing, we will not be able to change any type of Wire Transfer requests. However, if your request is incomplete or deficient in some way that prevents us from processing the Wire Transfer, we will notify you via the email address we have on file for you.

(iv) Internal Review

All scheduled Wire Transfer requests are subject to an internal review or review by Oxygen. This review may include the recipient or the purpose of the Wire, and the Wire may not be approved. Additionally, we or Oxygen may need to contact you to verify information about your Wire Transfer during that internal review. During the internal review, funds may be deducted from your Account, or a hold may be placed on your Account; either of these, singularly or together, may result in processing delays. Once we have released the Wire Transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes. Please understand that neither we nor Oxygen control the recipient bank's processes.

(v) Notifications

We will send you an email notification regarding the status of your Wire Transfer. It will be sent to the email address we have on file for you at the time. We may also notify you via phone call, SMS or push notification within the mobile app of the status of your Wire Transfer, but we are not required to do so. If the email is returned undeliverable, or we are unable to send an email due to system failures or outages beyond our reasonable control, it remains your responsibility to monitor your account for the status of your Wire Transfer; this can be done via the mobile app within the Wire Dashboard. You may also contact us at support@getoxygen.com for the status of your Wire Transfer. These notification methods are deemed to be commercially reasonable. Any other information we may provide upon successfully scheduling a Wire Transfer is only an indication that we have received your request and not necessarily an indication that we have accepted or agreed to process your Wire Transfer.

(vi) Identifying Number

We or any other bank involved in the Wire Transfer will complete your request using the account number or bank identification number you provide, even if the numbers do not match the recipient's or bank's name.

PLEASE UNDERSTAND THAT IF YOU PROVIDE US AN INCORRECT ACCOUNT NUMBER FOR THE RECIPIENT OR AN INCORRECT ROUTING OR IDENTIFICATION NUMBER FOR THE RECIPIENT'S BANK, YOU COULD LOSE THE AMOUNT OF THE WIRE TRANSFER.

(vii) Future Dated Wire Transfers

You may request a future dated (one-time) Wire Transfer to an established recipient from your Account. It is your responsibility to update or change any such payment details.

You may cancel a future dated or repeating Wire Transfer before 11:59 p.m. Eastern Time the calendar day before the Wire Transfer is scheduled to begin processing by contacting us/canceling within the mobile app or on the web platform.

d. Wire Services Rules and Laws.

The use of this Wire Service is subject to all applicable U.S. federal and state laws, regulations, rules and Wire Transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable, which, in the event of a conflict with this Agreement, will govern. All of your Wire Transfers must comply with U.S. laws, including the regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Asset Control and other applicable laws.

e. Contact Us in the Event of an Error

We will not be responsible for any delays in payment or additional fees caused by your failure to promptly notify us. You will exercise ordinary care to determine whether a Wire Transfer request we accepted and subtracted from your Account was either in error or not authorized. In the event of an error or unauthorized Wire Transfer, you agree to notify us within 30 days after we mail a statement reflecting the transfer or otherwise make such a statement available (for example, paperless statements). You agree that we are entitled to retain payment for a Wire Transfer unless you notify us within this 30-day period.

3. Fees

We may charge a fee when you use Wire Services. This fee is based on your Account type; please consult the Fee Schedule in effect when the Wire is sent from your Account. We may use any Wire Transfer system we believe reasonable to complete your request, regardless of any instructions you might give us. If the recipient's account is also an Oxygen account, we may complete your request using an internal transfer. You are responsible for all fees and taxes, including our fees and any fees charged by other Wire Transfer systems or banks involved in the transfer.

4. Limits

The amount of funds that can be transferred by Wire from your Account are as follows:

Transaction Type	Frequency and/or Dollar Limits
Wire Transfers initiated from Oxygen Business Account*	\$10,000 limit per transfer; \$50,000 daily limit; \$200,000 monthly limit
Incoming Wire Transfer (Received)	No limit to the number of wires transfers per day No maximum dollar limit

5. How to contact us

In case of errors or questions about your Wire Transfer(s) please contact us as follows:
Written Correspondence: support@getoxygen.com

F. ELECTRONIC FUNDS TRANSFER SPECIAL TERMS AND CONDITIONS

The Account number and bank routing number can be used for ACH Debits and ACH Credits (as defined in section B paragraph 9).

The following terms are used to describe Electronic Funds Transfer ("EFT") services. "Automated credits" or "direct deposits" are deposits made to the Account by electronic means. "Automated debits" and "automated payments" indicate payments authorized by Customer to be made from the Account by electronic means.

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

When Customer accepts direct deposits or authorizes automatic payments/debits or transfers to or from the Account, the following special terms and conditions apply.

1. Cut-off Time.

The cut-off time for scheduling ACH transfers is 5:30 PM ET. Any transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day.

2. Transaction Limits.

For transfers originated from the Account, the following limits apply:

Transaction Type	Frequency and/or Dollar Limits*
ACH transfers to an external account	\$10,000 limit per transfer; \$50,000 daily limit; \$200,000 monthly limit

Bill Pay Payment(s)	No limit to the number of payments per calendar day; Up to \$10,000 per payment, maximum of \$10,000 per calendar month
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3. **Bill Pay.**

With your Account, you have access to the bill payment feature ("Bill Pay") through the Platform Bill Pay allows you to authorize Oxygen and the Bank to make bill payments on your behalf to third parties. There is no fee to use Bill Pay.

To initiate a bill payment using Bill Pay, you must provide us with the name and mailing address of each individual or company you wish to pay. Once a Bill Pay payment is authorized, the payment amount will be immediately deducted from your Account balance. Payments made using Bill Pay take the form of a paper check we send 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 fifty (50) states of the U.S. Bill Pay payments initiated after 8 AM MT will be processed by 8 AM MT the next business day. Oxygen reserves the right to refuse to process payments to any individual or company. If the decision is made to refuse to process a payment Oxygen will notify you on or before the next business day.

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 back to your Account.

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 (866) 287-7021.

4. **Notice Disclosure.**

Under the operating rules of the National Automated Clearing House Association ("NACHA"), which sets the rules for Account ACH transactions, we are not required to give next-day notice of receipt of an ACH item, and we will not do so. However, we will continue to notify Customer of the receipt of payments in the periodic statements.

5. **Choice of Law Disclosure.**

Because the Account is a business account and not for personal, family or household use, these payments are not subject to the Electronic Funds Transfer Act. Customer's rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Delaware as provided by the operating rules of NACHA, which are applicable to ACH transactions involving the Account.

6. **Types of Electronic Funds Transfers Available.**

Customer may arrange with another party to electronically deposit funds on a one-time or recurring basis directly to the Account. Customer 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 the Account subject to the establish limitations on withdrawals and transfers. Customer may use the Card to make purchases at Merchants that accept the Card.

7. **How to Stop Payment of Preauthorized Transfers.**

A scheduled one-time preauthorized transfer, over the phone or recurring preauthorized transfers using a written authorization form, may be stopped as follows:

To permanently revoke a recurring preauthorized electronic transfer, Customer will need to first send written instructions to the originating third party to cancel such preauthorized transfer.

If Customer authorized a one-time or recurring payments out of the Account, such payments may be stopped by notifying Oxygen by emailing support@getoxygen.com, calling (866) 287-7021. Oral stop payment requests will be honored for fourteen (14) days. A written request to stop payment on a one-time payment will also be honored. If a permanent stop payment order is required, the stop payment request must be received in writing as explained below.

Stop payment requests must include the Account number, the name of the payee, the amount of the item to be

stopped, and the date payment was scheduled to be made. Customer must indicate if its intention is to stop only one instance, more than one instance. The request needs to be received by us three (3) or more business days before the payment is scheduled to be made. If the request is made by telephone, email or through the Platform, we may also require Customer to put its request in writing and ensure that it is received by us within fourteen (14) days after calling or leaving an electronic message.

Additionally, to permanently revoke a recurring preauthorized electronic transfer, Customer will need to first send written instructions to the originating third party to cancel the applicable preauthorized transfer. We may ask Customer to provide us with a copy of the letter to the originating third party and sign an affidavit. We are not liable for your losses or damages if we are unable to or refuse to stop a payment.

8. Confidentiality.

We may disclose information to third parties about the Account, Card(s) or related transactions:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of the Account or Card for a third party, such as a Merchant;
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- Upon Customers written consent;
- To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- Otherwise as necessary to fulfill our obligations under this Agreement.

9. Telephone Monitoring/Recording.

Oxygen and the Bank may monitor and/or record telephone calls with Customer to assure the quality of our Customer Service team, and also when contacting Customer regarding servicing and, if implicated, collections and when contacting Customer regarding servicing or collections, or as required by applicable law.

10. 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 Customer purchases using the Account.

G. ARBITRATION AND WAIVER OF JURY TRIAL

This Arbitration Clause sets forth the procedures for resolving a Claim under this Agreement. As used in this Arbitration Clause, a “**Claim**” is any preexisting, present or future claim, dispute, or controversy between you and us arising out of or relating directly or indirectly in any way to this Agreement. The term “Claim” has a very broad meaning and includes, by way of example and not limitation, disputes concerning: (i) the acquisition, use, or balance of your Account; (ii) advertisements, promotions or oral or written statements related to the Account (iii) a dispute based on a federal or state statute or local ordinance; (iv) data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us of any non-public personal information about you; and (v) the relationships between you and us arising from this Agreement or any of the foregoing. Notwithstanding the foregoing, a “Claim” does not include (i) the exercising of any self-help or non-judicial remedies by you or us, meaning actions you or we can take that do not involve court action. Examples of this include setoff rights or enforcement of our security interest in your Account, (ii) disputes regarding a person’s authority to act on your Account and disputes regarding ownership of funds and other legal matters dealing with “legal process” or “legal proceedings and disputes”; and (iii) obtaining provisional or ancillary remedies including, but not limited to, attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction.

This Arbitration Clause provides that all Claims shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration, unless excepted or opted out in accordance with the terms below.

By not opting out according to the terms below, you acknowledge that:

- 1. YOU AND WE WILL BE BOUND BY THIS CLAUSE TO ARBITRATE ANY CLAIM IF YOU OR WE ELECT ARBITRATION, UNLESS THE CLAIM IS BROUGHT IN OR REMOVED TO SMALL- CLAIMS COURT PURSUANT TO THIS ARBITRATION CLAUSE;**
- 2. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE; AND**
- 3. YOU AND WE WILL NOT BE ABLE TO BRING OR BE A CLASS MEMBER IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION (“Class Action Waiver”).**

Arbitration: In arbitration, a neutral third-party arbitrator resolves Claims on an individual basis. Arbitrations under this Arbitration Clause will be made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”) (9 U.S.C. 1-16). An arbitration of a Claim will be conducted by the American Arbitration Association (“AAA”) under its rules; if AAA cannot serve and we do not agree on an alternative arbitrator, a court with jurisdiction will select the arbitrator. For a copy of AAA procedures, to file a Claim, or for other information about this organization, contact AAA at 120 Broadway, Floor 21, New York, NY 10271,

(1-800-778-7879), www.adr.org. **We will pay the initial filing fee to commence arbitration and other fees we are required to pay by the AAA Rules, and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.** The arbitrator's award shall be binding and final, except for any appeal rights under the FAA. Judgment on the arbitration award may be entered in any court having jurisdiction.

Alternative for Individual Claims: This Arbitration Clause does not affect your or our right to pursue individual Claims in small claims court (or your state's equivalent court) if the court has jurisdiction over the dispute and the dispute remains in that court. If a party brings a Claim in arbitration, the other party may remove the Claim to small-claims court if the amount in controversy (exclusive of attorneys' fees and costs if applicable law so provides) is properly within the jurisdiction of a small-claims court. The opposing party must provide notice of intent to remove to small-claims court within 30 days of receiving an arbitration demand from the other party. In any event, if the Claim is removed, appealed or transferred from small-claims court to another court, it shall be subject to arbitration at the election of either party.

Enforceability: All disputes as to the scope, enforceability and validity of this Arbitration Clause shall be made exclusively by a court of competent jurisdiction.

Process: Before bringing a Claim in court or in arbitration, the complaining party must give the other party written notice of the Claim. If you are the complaining party, you must send the notice in writing (and not electronically) to PO Box 477, San Francisco, CA 94105. You or your representative must sign the notice and must explain the nature of the Claim and any supporting information, such as your Account number and a contact information where you (or your representative) can be reached. If we bring a Claim, we will send a letter to you using the information we have on file for you. The receiving party will have 30 days to respond to the demand.

Opting out: If you do not wish to be bound by this Arbitration Clause, you must mail us a signed notice within 45 calendar days after you acquire or open the Account to support@getoxygen.com. We will need your name, address, telephone number and Account number. State that you "opt out" of arbitration. Opting out will not affect the other provisions of this Agreement. By opting out, you will have all options available under law to raise a dispute or Claim.

Survival: This Arbitration Clause shall survive: (i) termination of the Agreement by either party; (ii) the bankruptcy of any party; (iii) any transfer, sale or assignment, or any amounts owed on your Account, to any other person or entity; or (iv) closing of the Account. If any portion of this Arbitration Clause is deemed invalid or unenforceable, the remaining portions shall remain in force, except that: (A) If the Class Action Waiver is declared unenforceable in a proceeding between you and us with respect to a Claim that does not seek public injunctive relief, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Clause (except for this sentence) shall be null and void in such proceeding; and (B) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Clause prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim, and that determination becomes final after all appeals have been exhausted, the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for class-wide or public injunctive relief be arbitrated.

H. SCHEDULE OF FEES

All fee amounts will be withdrawn from the Account and will be assessed as long as there is a remaining balance in the Account except where prohibited by law. Any time the remaining balance is less than the fee amount being assessed, the balance of the Account will be applied to the fee amount resulting in a zero balance on the Account.

Fee Description	Fee Amount and Frequency
Domestic Cash Withdrawal Fee (applies to ATM withdrawals)*	\$3.00 (per withdrawal). Effective February 5 th , 2020, Domestic Cash Withdrawals at Allpoint ATMs will be surcharge-free. All ATMs outside of the Allpoint network will be charged the fee. You may be charged an additional fee by the ATM operator, even if you don't complete the transaction.
Card Replacement Expedited Shipping Fee	\$50.00 per expedited replacement card (via FedEx).

International Cash Withdrawal Fee* (applies to ATM withdrawals)	\$5.00 plus the 1% International Cash Withdrawal Fee (per withdrawal). The International Cash Withdrawal Fee will be credited back to your Account for the first international ATM cash withdrawal per calendar month, but the International Transaction Fee will apply. Each international ATM withdrawal thereafter will be charged \$5.00 plus the International Transaction Fee of 1% of the withdrawal amount. You may be charged an additional fee by the ATM operator, even if you don't complete the transaction.
International Transaction Fee	1% (of the transaction amount per transaction for all signature and PIN transactions)
Outgoing Wire Fee	\$10.00 per transaction
*If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Oxygen Business Deposit Account.	

I. MOBILE REMOTE DEPOSIT CAPTURE

The Account gives you access to the Mobile Remote Deposit Capture Service ("MRDC"). You may remotely deposit check funds made out to you as the payee into your Account by choosing the mobile check capture icon in the mobile application. The MRDC process requires you to submit an image of the check, enter the U.S. dollar amount of the check, and endorse the check as directed.

MRDC is provided by a third-party money transfer service provider. To use MRDC, you must agree to the service provider's terms and conditions which are not part of the Agreement. The service provider may amend the terms and conditions from time to time. The terms and conditions may include fees for using MRDC. Any MRDC fees will be charged by the service provider. The MRDC terms and conditions, including any applicable fees, will be provided to you and you must read and accept them when you sign up for MRDC. Any limits or fees will be determined by the service provider. You will be notified about any fee to be charged for a particular remote capture before you authorize the capture. Generally, you will not have access to the money you deposit using MRDC until the check has cleared the third party. The check clearing process typically takes seven (7) business days, however it may take up to ten (10) business days. The service provider may offer immediate funds availability for a fee.

J. FUNDS AVAILABILITY

Information contained in this section is provided to assist Customer in understanding our Funds Availability Policy. All deposits into an account opened through the Bank are processed at a Bank processing facility.

We make funds available according to the type of deposit and when the funds are applied or credited to the Account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to the Account, Customer may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers or payments, Bill Pay transactions or transactions using your Card during the hold period. We have the right to refuse any deposit.

If final payment is not received on any item deposited into the Account, or if any direct deposit, or ACH transfer credit is returned to us for any reason, Customer agrees to pay us the amount of the returned item.

1. Availability.

The length of the delay in the availability of funds varies depending on the type of deposit.

2. Business Days.

The length of the delay in the availability of funds is counted in business days from the day the deposit is applied to the Account. For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included. Deposits received by 12:00 midnight MT will be considered current-day deposits. Any deposits received after that time will be processed the following business day.

3. Same-Day Availability.

Funds from wire transfers, preauthorized electronic payments received through ACH network such as payroll direct deposits, or other preauthorized electronic payments will be available on the day the deposit is applied to the Account.

ACH Credits received from an external bank account will be applied to the Account when we have verified the

external account and received payment on collected funds. Once the funds are applied to the Account, they will have same day availability.

K. FUNDS AVAILABILITY USING THE PLATFORM

Electronic transfers deposited into the Account initiated through the App may take up to five (5) business days from the date of the initial request, but will post on the payment date of the deposit once the money has reached us.

This Agreement is effective 05/2023