CROSS RIVER BANK DEPOSIT ACCOUNT AGREEMENT

This agreement (**Agreement**) is the contract between you, the depositor (**you**) and Cross River Bank , a New Jersey State Chartered Bank (the **Bank, we, us, our**), that governs your MyTime Wallet **Checking Account**. Mbanq is a service provider that performs certain services related to your Account(s) on Cross River Bank 's behalf. This agreement explains how your Account works, what fees are applicable to your Account, how our various services work, and the policies, terms and conditions that govern your Account. By accepting this Agreement, submitting an application for an Account, or by using any of our deposit account services, you agree to the terms in this Agreement. Other products or services offered in connection with the Account, such as the MyTime Wallet mobile application (**App**), may have additional agreements that you will be required to accept. This Agreement also refers to and includes other disclosures including the Truth in Savings Account Disclosure, Privacy Policy, Funds Availability Policy and Electronic Fund Transfer Agreement and Disclosure, which are incorporated by reference. Please read this Agreement carefully and keep a copy for your records.

I. Definitions

Here are some important terms that we use throughout this Agreement:

Access Credentials – The phone number, email address, account number, personal identification code and/or biometric data used to access your Account on the App and/or Website.

Account – Any deposit account that you have with us that is covered by this Agreement, including a Savings Account and an Online Certificate of Deposit Account.

Automated Clearing House (ACH)– The national clearinghouse for electronic fund transfers.

ACH Credit Entry – An order or request for the transfer of money from an external account to your Account, which is initiated by the submission of a "credit" entry to the ACH by the financial institution holding your external account.

ACH Transaction – An electronic deposit to, or withdrawal from, your Account that we receive or send through the "automated clearing house" network. Common examples include Direct Deposits of payroll and one-time or recurring payments to a utility company.

App – The MyTime Wallet mobile device software application that allows you to access your Account on a mobile device.

Available Balance – This balance is used to determine if transactions on your account will be paid. It is calculated by taking your previous day's balance, plus any pending credit transactions (excluding pending returns), such as ACH direct deposits, and subtracting (a) pending charges such as electronic payments, according to the Processing Order (described below), (b) any amount of deposits that are not yet available for withdrawal under our Funds Availability Policy, and (c) any holds on your balance, such as holds on funds to comply with court orders or other legal requirements. We reserve the right to use a different calculation method in certain states if required by law.

Business Day – Our Business Days are Monday through Friday. Federal holidays are not included.

Direct Deposit – An automatic electronic deposit made through the ACH network to your Account by someone else, such as an employer issuing payroll or the government paying benefits.

EFT – An "electronic fund transfer" to or from your Account, as that term is defined by Regulation E (12 CFR Part 1005). An EFT includes an ACH transaction but does not include a Wire Transfer.

Item – Any EFT, Wire Transfer, mobile check, fee, charge or other amount that is credited to or debited from your Account.

You, your, and account owner – refer to the depositor (whether joint or individual) named on the Account.

Wire Transfer – An electronic transfer of funds through a wire service, such as SWIFT, the Federal Reserve Wire Network, or the Clearing House Interbank Payments System.

II. General Account Terms

A. About Us

A.1. Cross River Bank . This Account is provided by Cross River Bank.

A.2. Calling Us. You may call us at 1-877-392-9942 between the hours of 9am and 7pm, Monday-Friday to ask questions or request information. Please call us at this number at any time whenever this Agreement or applicable law requires or allows you to notify us by telephone.

A.3. Writing to Us. You may email us at support@mytimeservices.com or submit a ticket in. However, please send any correspondence and notices required or allowed to be in writing under this Agreement or applicable law to the following address (or to such other address as we may provide to you from time to time): support@mytimeservices.com We will deem any and all notices to us effective upon receipt by us.

A.4. The App. We offer you the use of our online banking services through the App. If you have registered a phone number and optionally another personal identification code or biometric data (such as your fingerprint) you use to access your Account (i.e., your Access Credentials), you may log in to your Account using the App at any time to view and update information about your Account and initiate EFTs. Your use of the App is subject to the Terms of Service of the App. The terms of this Agreement govern in the event there is a conflict between the Terms of Service of the App and this Agreement.

A.5. Authorization. You hereby authorize the Bank to establish the Account to hold your funds. You are responsible for all payments and activities on your Account that are directed through use of the App. If you permit another person to use the App using your **Access Credentials,** you are responsible for any transactions they authorize from your Account. When we receive payment instructions from the App it will serve as an authorization for us to debit your Account and remit funds on your behalf. With your use of the App, you authorize MyTime Wallet as your sole authorized signatory, to direct Bank at any time to charge you for drafts or other orders for the payment of money that are drawn on the Account. You further agree

that we will not take any direction from you with respect to the Account, other than through the App, Website, ATM, or merchant point of sale. The Bank will direct you to MyTime Wallet for any and all activities such as ACH transfers and questions related to the Account. Additionally, when you open the account and selected "I Agree", you electronically sign and confirm your authorization for Bank to debit and credit your Account. You understand that your authorization will remain in effect until you revoke your authorization, which you can do writing to us as described in Section A.3.

A.6. FDIC Insurance. Funds in your Account are insured by the Federal Deposit Insurance Corporation (FDIC), up to the applicable limit. The amount of insurance coverage you have may depend on the balance in your Account and the ownership, type of, and balances held in any other accounts you have with us. For additional information, please visit the FDIC's website at www.fdic.gov.

B. Opening Your Account.

B.1. Identifying You. To help the United States Government fight terrorism and money laundering, federal law requires us to obtain, verify, and record information that identifies each person that opens an Account. What this means for you: when you open an Account, we will ask you for your name, street address, email, phone number, Social Security Number (**SSN**), and date of birth. To open an Account with us, you must be at least 18 years old (or applicable age of majority in your resident state), a U.S. citizen or a resident alien with a valid SSN/ITIN and have a residential address in the U.S. or U.S. territory where we offer the Account. We may also ask to see your driver's license or other identifying documents that will allow us to identify you.

B.2. Consumer Reporting Agencies. By submitting an application to open an Account, you authorize us to obtain information about you from time to time from consumer reporting agencies, check verification services, our subsidiaries and affiliates, and other third parties for the purpose of considering your Account application or any other purpose permitted by applicable law.

B.3. TIN/Backup Withholding. We are required by federal law to obtain your correct taxpayer identification number (**TIN**) in order to avoid potential backup withholding and to report interest income paid to you in connection with your Account. If you are subject to backup withholding or if the Internal Revenue Service (**IRS**) notifies us that we do not have a correct TIN for you, we may be required to withhold and remit to the IRS a percentage of interest paid (backup withholding) to your Account(s). Amounts withheld are reported to the IRS as federal tax withheld and will be reflected on your IRS Form 1099-INT, Interest Income. A TIN may be your SSN if your Account is in your name and you are either a U.S. citizen, permanent resident, or otherwise eligible to receive a SSN from the Social Security Administration.

B.4. Linking External Accounts. You may choose to link your Account to an account you have with another financial institution in the U.S. or a U.S. territory where we offer the Account. We will call that other account a **Linked External Account**. Any Linked External Account must be owned by you and must be a personal account (not a business or commercial account). Your request to establish a Linked External Account is subject to our verification and approval. In our discretion, we may limit the number of Linked External Accounts you may have at one time or de-link any Linked External Account.

C. Deposits and Transfers into Your Account

Deposits may only be made in U.S. dollars, by either Wire Transfer or EFT, including domestic (United States) ACH transactions. Deposits made by ACH are subject to the NACHA Operating Rules and Operating Guidelines and the rules of any regional clearing houses we may use from time to time (collectively, the **ACH Rules**). Before final settlement of any deposit, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. We reserve the right to refuse, return or limit any deposit you make to your Account and to establish (and change) maximum dollar limits for Account principal balances and transactions in our discretion from time to time. If a deposit you make is returned to us unpaid or is otherwise charged back to us, we will charge it back to your Account.

All Items are credited subject to final settlement in cash or credits. We shall have the right to forward Items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents including the Federal Reserve Banks to handle such Items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such Items in accordance with the rules and regulations of the clearinghouse.

C.1. Available Transaction Methods. The following types of transactions are permitted to add funds to your Account:

- Transfers Using the App. You can set up one-time or automatic, recurring transfers from a Linked External Account to your Account using ACH transactions. By using the App to initiate a transfer of funds from a Linked External Account to your Account, you authorize Cross River Bank to make the transfer you select on the App to set up, review, change or cancel your transfers.

- EFTs using your account number. You can authorize a third party to make a one-time or recurring transfer of funds to your Account by providing your account number and routing number. A common example is direct deposit of your paycheck, retirement benefits, or other income.

- Wire Transfers. You can direct a third party to transfer money to your Account by Wire Transfer. Wire transfers cannot be initiated in the App or Website.

- Other. We may permit you to make deposits by other means, from time to time.

C.2. Deposit Records and Receipts. We and our service providers may rely on the account number on any record of a deposit you make, even if that account number is associated with a name that is different from the name you've provided. It is not our responsibility to detect any inconsistency between the account number you provide and the name.

You may use the App or message us to confirm that we have received a deposit. We will not provide you with notice of our receipt of a deposit into your Account. However, all deposits into your Account will be included in the periodic statements we provide to you. We may confirm your deposits, and, after review, may adjust your Account for any errors, including any errors on your deposit, deposit request or similar records.

C.3. Opening Deposit. If you fail to fund your Account within 30 days after we approve your application, we may close your Account.

C.4. Our Right to Refuse Deposits. We may refuse a deposit, or part of a deposit, at any time. We also may refuse a deposit after initially accepting it. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made.

C.5. When You Can Withdraw Funds You've Deposited. Please see the Funds Availability Policy section for information about when funds you deposit will be available for withdrawal.

C.6. Our Right to Charge Back Deposited Items. If you make a deposit and (a) the sending bank returns it to us unpaid; (b) the sending bank demands that we repay them because the deposit was unauthorized; or (c) the sending bank or the originator of a transfer demands that we return the Item because it was unauthorized, sent to the wrong account number or procured by fraud, we may accept the return and/or pay the return or demand, and subtract the funds from your balance.

If we permit you to withdraw funds from your Account before final settlement has been made for any deposited Item, and final settlement is not made, we have the right to charge your Account or obtain a refund from you. In addition, we may charge back any deposited Item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited Items or for any damages resulting from any of those actions.

D. Withdrawals

D.1. Withdrawals and Transfers from Your Account. Withdrawals may only be made in U.S. dollars, by EFT, including domestic (United States) ACH transactions, by transferring funds to a Linked External Account from which you deposited the funds, ATM withdrawals using your linked debit card, or other type of account or payee we may permit from time to time. We do not permit withdrawals from your Account by Wire Transfer. Please see the Electronic Fund Transfer Agreement section for more information. By using the App to initiate a withdrawal of funds from your Account, you authorize Cross River Bank to make the transaction you select on the App.

D.2. Withdrawal Rules. We may subtract from your balance the amount of any withdrawal or debit transaction that you initiated or approved. We may require you or any person you authorize to provide us with identification, documentation or information that's acceptable to us before allowing the transaction. You may not make any withdrawal that would exceed the Available Balance in your Account. See the Insufficient Funds section below. We may refuse any withdrawal by any method we do not specifically permit for your Account, that does not include all information we require, or that would exceed any applicable frequency or dollar limits or cause your Account to be overdrawn. We reserve the right to establish (and change) maximum dollar limits for withdrawal transactions from time to time.

D.3. Account Numbers on Fund Transfers. If you instruct us to send a transfer of funds, such as an EFT, we, our service providers, and every other bank involved in the transfer may rely on any bank number or account number you provide. If your fund transfer instruction gives both a bank number or account number and a name, and the name identifies a different person from the bank or account owner identified

by number, we and other banks that handle the fund transfer may still rely exclusively on the number. We have no duty to detect any inconsistency between the bank number or account number and the name.

D.4. Multiple Signatures. We are not required to comply with any multiple-signature requirement, even if you have otherwise instructed us to do so.

D.5. Insufficient Funds. Our general practice is to decline to pay any transaction that would cause a negative balance on your Account (i.e., your Available Balance is less than the amount of that Item plus all other Items received but not yet paid). However, we may, in our sole discretion, pay the Item even if your Available Balance is insufficient to cover the transaction, resulting in a negative Available Balance. Even if we've paid such Items before, we are not required to do it in the future. We look at your Available Balance only once to decide if the Item would cause your Account to have a negative balance. If we pay a transaction that causes your Account to have a negative balance, you must immediately deposit the amount necessary to restore your balance to at least $0.00. We also may report you to consumer reporting agencies, close your account, or both. This could affect your ability to open accounts with us or other banks in the future. You authorize us to use the money from any subsequent deposits to your Account to pay any negative balance on your Account and restore the balance to at least $0.00. Subsequent deposits include any federal or state benefit payments that you choose to deposit in your Account (including Direct Deposit of Social Security benefits). You understand and agree that if you do not want your benefits applied in this way, you may change your Direct Deposit instructions at any time. We may still pursue collection of the amount you owe (including suing you) after it is charged off.

E. Transaction Cutoff Time, Processing Order, and Fees

E.1. Cutoff Time. Online requests to transfer funds to or from your Account via ACH (i.e., both deposits and withdrawals) must be received by us by 2:00 PM Eastern Time on a Business Day to be initiated on that Business Day. Online transfer requests received by us after 2:00 PM Eastern Time or on a day that is not a Business Day generally will be initiated on the next Business Day.

E.2. Processing Order. The following processing order dictates the order in which we will process your transactions each Business Day. All transactions will be processed in the order in which they are received by us. The processing order of these Items is important because if your Available Balance is not sufficient to pay for each Item in the order it is processed, we may, in our sole discretion, return or reject the Item, and your Account may become overdrawn.

E.3. Fees, Service Charge, Balance Requirements and Expenses. You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in this Agreement. You agree to be liable to us for any loss, costs or expenses that we incur as a result of any dispute involving your Account, including reasonable attorneys' fees, to the extent permitted by law, and you authorize us to deduct such loss, costs or expenses from your Account without prior notice to you.

F. Communications, Statements, Notices of Errors, and Other Notices.

F.1. Delivery of Notices. You agree that we and our service providers may communicate with you by mail, telephone, email, fax, prerecorded message, automated voice, text message or other means allowed by law regarding your Account. Any legal disclosures, notices and communications and other Account-related correspondence that we mail to you will be sent via U.S. Mail to the last mailing address shown in our

records for your Account. Notices will be deemed to have been delivered on the day we mailed it to you or made it available electronically. We are not responsible for communications or notices lost in, or not delivered by, mail or email. Some notices may only be available electronically or in paper form.

F.2. Electronic Communication. We may send communications electronically, such as by email or text message, rather than through U.S. Mail or other means, unless the law says otherwise. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your Account to that address. You may be required to agree to communicate with us by electronic means in order to open an Account. If you revoke your consent to electronic communications, we may close your Account or take other action described in the E-SIGN Consent.

F.3. Telephone Communication. We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must. When you give us your mobile number, we have your permission to contact you at that number about all of your Cross River Bank accounts. Your consent allows us and our service providers to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your Account. Message and data rates may apply. You may change these preferences by calling us or writing us as described in Section A.

F.4. Change in Contact Information. We require you to provide an email address, mobile telephone number, and physical street address (address cannot be a P.O. Box). You are responsible for promptly notifying us of any change to any such contact information or your name. In some instances, we may request additional information for verification purposes. Any notice we mail to you (or email to you if you've told us to communicate with you electronically) will be binding when sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service (USPS) or if a company in the business of providing correct addresses informs us that the address in our records no longer matches your address. Even if you elected to receive electronic communications from us, we may still provide you information via the USPS.

F.5. Communications Equipment and Services. You are responsible for obtaining and maintaining all telecommunications, …mobile, broadband, computer, hardware, software, equipment and services needed to access and use your Account online; view, save and/or print your Account documents online; and receive any messages or documents you have consented to receive electronically; and for paying all related charges. We are not required to act on any instruction or message from you provided by fax, SMS/text, telephone voice mail, message service or answering machine. Whenever this Agreement or applicable law requires or allows you to give us written notice, we will not consider SMS/text or fax to be written notice.

F.6. Periodic Statements. We will make available a periodic statement for your Account monthly. We may make your statement available through the App. We have made the statement available to you on the day we notify you that the paperless statement is available.

G. Closing or Restricting Your Account.

G.1. Restricting Your Account; Blocking and Delaying Transactions. There are many reasons we may decline or prevent transactions to or from your Account, but we generally do it to protect you or us, or to

comply with legal requirements. We may decline or prevent any or all transactions to or from your Account in our sole discretion, as permitted by applicable law. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your Account, or we may remove funds from your Account to hold them pending investigation, including, but not limited to, in one or more of the following circumstances:

- You maintain your Account at zero balance for at least 90 days;
- Your Account is inactive;
- You relocate outside of the U.S. or any U.S. territory where we offer the Account;
- You attempt to use your Account for business purposes;
- Your Account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding Account ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole judgment, with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

G.2. You May Close Your Account. You may notify us at any time to close your Account. However, we are not required to close your Account at your request if you have pending transactions, your Account is overdrawn or your Account is subject to investigation, review, legal process (such as a garnishment, attachment, execution, levy or similar order). In those cases, we will restrict your Account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction has been released. If your balance is greater than zero, you must transfer your remaining balance to a Linked External Account. If you do not have a Linked External Account, please call us at the number above and we will help you to obtain your remaining balance. Your Account balance must be $0.00 before your Account will be closed.

G.3. We May Close Your Account. We may also close your Account at any time, for any reason or no reason, with or without prior notice to you. If we close your account, your Account balance will be returned to you electronically to a Linked External Account. We will have no liability for any action we take under this section.

G.4. Rules for Closing Your Account. We may restrict your Account in preparation for closing. As we do so, we will not pay any additional interest on your Account, and we may limit deposits to, or withdrawals from, your Account. We may send you written notice that we have closed or will close your Account and return the balance less any fees, claims, setoffs or other amounts. This Agreement will survive the closing of your Account and you are still responsible for obligations incurred prior to or in connection with the closing of your Account. After your Account is closed, we have no obligation to accept deposits or pay any outstanding transfer requests, but we may reopen your Account if we receive a deposit.

H. Other Account Terms.

H.1. Security. It is your responsibility to protect your Access Credentials and the devices on which you access your Account. Do not share this information with anyone. Please notify us immediately if you believe your Account has been accessed without your permission. See the Electronic Fund Transfer Agreement for more information about your rights and responsibility in the event of unauthorized use of your Account.

H.2. Account Ownership. We will treat this Account as an individually-owned account.

H.3. Assignment of Agreement and Successors. You may not assign or transfer any interest in your Account unless we agree in writing. Any permitted assignment of your Account is subject to our setoff rights. This Agreement will be binding on your personal representative, executors, administrators and successors, and on our successors and assigns.

H.4. Power of Attorney. A power of attorney is a document you sign that authorizes someone else, called the agent, to act on your behalf. If you sign a power of attorney, the agent can sign on your behalf and do anything you could do regarding your Account, including withdrawing or spending all of the money in your Account. Do not sign a power of attorney unless you trust the agent to act in your best interest. If you choose to add an agent, you must provide a power of attorney form that we agree to accept. We may rely on a copy of an original power of attorney. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether your signature on the power of attorney is authentic or whether the agent continues to have authority. We may follow or refuse to follow the agent's instructions at any time, including if we suspect fraud or abuse on your Account, unless applicable law requires otherwise. We may also refuse an agent's request to become a joint owner or a beneficiary of an Account, but we have no liability to anyone if we do so. We have no liability when we follow or refuse to follow any instructions from an agent, for example, if your agent misuses the authority you have given them.

H.5. Death or Incompetence of Account Owner. Your agent, attorney, personal representative, executor, administrator, or successor must tell us immediately if you die or are declared incompetent by a court. We may act as if you are alive and competent until we receive notice otherwise. After we receive notice of your death or incompetence, we may freeze your balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release your funds until we receive any documents we reasonably request to verify your death or incompetence, as well as who is entitled to the funds. If you die while residing outside the United States, we may require a personal representative to be appointed by a court in a United States jurisdiction. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. If you authorize any transaction, but it's not presented for payment until after you die or are declared incompetent, we are authorized to pay the transaction. If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff (our right to apply funds in one Account to the debt associated with another Account) or security interest rights against the funds credited to your balance after your death. We are also not required to disburse funds until we receive any documents we reasonably request to verify your death or incompetence and to establish a new person's authority to act in transacting on or closing your Account.

H.6. Adverse Claims. If there are conflicting instructions or there is any dispute regarding your Account, we may take any action described in the Restricting Your Account; Blocking and Delaying Transactions section above, or we may place funds in a court (this is called an interpleader action) for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability and without advance notice, unless the law says otherwise.

H.7. Setoff and Security Interest. If you, jointly or individually owe a debt to us or any of our affiliates (either now or in the future), you grant us a right of setoff to, and a security interest in, all of your accounts with us to secure the debt. Debts include any overdrafts or fees you owe, as well as amounts owed us by another person or entity if you have guaranteed that you will pay their debts. If the debt is due or overdue, we may use the funds in any of your Accounts to pay all or part of the debt. Our security interest will be governed by Uniform Commercial Code Article 9 (as adopted by the applicable state law) whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited federal or state benefit payments (including Social Security benefits), as permitted by law. If you don't want your benefits applied in this way, you may change your Direct Deposit instructions at any time with the person or organization paying the benefits. The right of setoff does not apply if the debt is created under a personal credit card plan. If any federal benefits or other payments are deposited to your Account after you become ineligible to receive them, we may set off against any of your Accounts to recover the payments if we're obligated to return funds to the payor.

H.8. No Waiver. If we fail to exercise any right, that doesn't mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

H.9. Changes to the Agreement. We may change the terms of this Agreement, including fees and features of your Account, at any time. We will notify you of any such change when required by applicable law. Your continued use of your Account evidences your agreement to any amendments. Notices will be made available on the App or Website or delivered electronically using the most recent contact information we have on file for you. Only once notice will be given in the case of joint account holders.

H.10. Research, Legal Process and Requests for Information. If we receive any legal process relating to you or your Account, you authorize us to comply with it. "Legal process" means any document that appears to have the force of law that requires us to hold or pay out funds from your Account, including a garnishment, attachment, execution, levy or similar order. We do not have to determine whether the legal process was validly issued or is enforceable. If any action, including administrative proceedings, garnishment, tax levies, restraining orders or another action is brought against you or your Account, you will be liable to us for any loss, cost or expense (including attorneys' fees) resulting from our compliance with any legal process. If we receive any subpoena, court order or request for information or documents from a government entity or arbitration panel relating to your Account, we are authorized to comply with it.

H.11. Illegal Activities and Gambling Transactions. You agree not to use your Account for any illegal activity. We may also refuse any gambling transaction, whether lawful or not.

H.12. Inactive and Unclaimed Accounts. Each state has laws that govern when accounts are considered inactive or abandoned, and when we're required to send a customer's funds to the state. After a specified

period of time determined by the law of the state of your residence (as shown in our records), if we are not able to locate you, we will be required to deliver your Account to the state as abandoned property. You will then need to apply to the state for return of your funds. If your Account is or has been inactive, we may, in our discretion, refuse to honor requests for withdrawals on your Account until after we have verified that you have authorized the withdrawal request.

H.13. Reporting to Consumer Reporting Agency; Disputes. We may report information about you or your Account to a consumer reporting agency. If you believe that we have reported inaccurate or incomplete information about your Account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency. You may also submit a dispute directly to us by writing to the address on the first page of this Agreement. Provide your name, address and phone number; your Account number; the specific information you are disputing; an explanation of why it is inaccurate or incomplete; and any supporting documentation.

H.14. Rules Governing Your Account. We are located in New Jersey. We hold your Account in New Jersey. We enter into this Agreement with you in New Jersey. Except as otherwise provided in the Arbitration section, this Agreement and your Account are subject to applicable federal laws and laws of the State of New Jersey, without regard to internal principles of conflicts of law. Except as otherwise provided in the Arbitration section, if any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Transactions in your Account are also subject to the ACH Rules, other applicable clearinghouse and Federal Reserve rules and regulations. Changes in these laws may change the terms and conditions of your Account. We will notify you of any changes as required by law. If this Agreement conflicts with any statements made by one of our employees or by a third-party service provider, this Agreement will govern.

H.15. Limitation of Liability. You agree that we, our service providers, agents, officers, directors, and employees (and the same of our subsidiaries and affiliates and our subsidiaries and affiliates themselves) (collectively, the Indemnified Parties) will not be liable for anything we do when following your instructions. In addition, the Indemnified Parties will not be liable if any such Indemnified Party doesn't follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your Account. This Limitation of Liability section will survive termination of your Account.

H.16. Indemnification. You agree to indemnify and hold the Indemnified Parties harmless from and against losses arising in connection with the services provided under this Agreement, except for losses arising out of our own gross negligence or willful misconduct. You further agree to hold the Indemnified Parties harmless from losses arising out of actions taken or omitted in good faith by us in reliance upon instructions from you. The Indemnified Parties are not responsible for any actions or omissions by any third party. If you give us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions and we will not be liable to you if we refuse to follow your instructions. If we

do choose to follow your instructions, we may ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us. This Indemnification section will survive termination of your Account(s).

H.17. Pre-Judgment Interest Rate. If either of us is awarded a judgment against the other in connection with your Account, the rate of interest earned before the judgment on the judgment amount will be the rate of interest your Account earned during that period, unless a different rate is required by applicable state law.

H.18. Severability. Any provision of this Agreement that limits the Bank's liability does not negate the Bank's duty (if any) under applicable law to act in good faith and with reasonable care. If any provision of this Agreement is determined to limit the Bank's liability in a way prohibited by applicable law, or to be otherwise unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable as so modified.

I. Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. THIS SECTION (ALSO REFERRED TO HEREIN AS THE "ARBITRATION PROVISION") PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT AND THE RIGHT TO HAVE A JURY DECIDE A DISPUTE. YOU HAVE THE RIGHT TO OPT OUT OF ARBITRATION AS DESCRIBED BELOW.

a. Arbitration. By accepting this Arbitration Provision, you agree that either party to this Agreement, or any subsequent assign of this Agreement, may, in its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this "Arbitration Provision, unless you opt out as provided in paragraph (b) of this Arbitration Provision. If arbitration is chosen by any Party, neither you nor we will have the right to litigate that Claim in court or to have a jury trial on that dispute. Pre-arbitration discovery will be permitted only as allowed by applicable arbitration rules. The arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read the entire Arbitration Provision carefully before accepting the terms of this Arbitration Provision. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us and/or any assign (or persons claiming through or connected with us and/or any assign), on the other hand, relating to or arising out of this Agreement and/or the activities or relationships that involve, lead to, or result from this Agreement, including (except to the extent provided otherwise in the last sentence of paragraph (f) below) the validity or enforceability of this Arbitration Provision or any part thereof, to the maximum extent permitted by the Federal Arbitration Act (the "FAA"), or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The term "Claim" under this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

b. Your Right to Opt Out. You may opt out of this Arbitration Provision for all purposes by sending us a written arbitration opt-out notice to [insert address]. The opt-out notice must be provided within thirty (30) days of the date of your electronic acceptance of the terms of this Agreement, and it must clearly state that you are rejecting arbitration. The opt-out notice should include your name, address, and Account number, and should be signed by you. You may send the opt-out notice in any manner you see fit as long as it is received at the specified address within the specified time. The opt-out notice is the sole and only method by which you can opt out of this Arbitration Provision. No other methods can be used to opt-out of this Arbitration Provision. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf. You agree that our business records will be final and conclusive evidence with respect to whether you cancelled or opted out of this Arbitration Provision in a timely and proper fashion.

c. Arbitration Procedures. The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or JAMS. The arbitration shall be conducted by a neutral arbitrator in accordance with the AAA's then-current Consumer Arbitration Rules and procedures (collectively, "the "AAA Rules"), or according to the then-current rules and procedures of JAMS, as applicable.

For information on the AAA, please visit its website, http://www.adr.org. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer. Information on JAMS can be found here, http://www.jamsadr.com. If there is any inconsistency between any term of the AAA Rules (or JAMS rules, as applicable) and any term of this Arbitration Provisions, the applicable terms of this Arbitration Provision will control unless the arbitrator determines that the application of the inconsistent Arbitration Provision terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of the Agreement as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Provision. Although arbitration proceedings differ from trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the parties to the arbitration agree otherwise, any arbitration hearings will take place in a

reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. JAMS requires that you have the right to an in-person hearing in your hometown area.

d. Costs. If we (or any assign) elect arbitration, we (or the assign, as the case may be) shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We (or the assign, as the case may be) shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we (or the assign) pay them and we agree (or the assign agrees) to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover

any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

e. Arbitration Award and Appeals. Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the FAA, and may be entered as a judgment in any court of competent jurisdiction.

f. Exclusions. We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court.

g. Waiver of Class Action. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (ii) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this paragraph [g] and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this paragraph [g] shall be determined exclusively by a court and not by the administrator or any arbitrator.

h. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

i. This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties and/or assignee; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan or this Agreement to any other person or entity. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such

proceedings in paragraph (g) are finally adjudicated pursuant to the last sentence of paragraph (f) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

j. THE PARTIES ACKNOWLEDGE THAT THEY MAY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. SUBJECT TO PARAGRAPHS (B) AND (F) OF THIS ARBITRATION PROVISION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY

III. Truth in Savings Agreement

A. Account Disclosure

A.1. Rate Information.

- **Determination of Rate.** At our discretion, we may change the interest rate on your Account.
- **Frequency of Rate Changes.** We may change the interest rate on your Account at any time.
- **Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this Account.

A.2. Compounding and Crediting. Interest will be compounded on a daily basis and will be credited to your Account monthly, as of the last day of the monthly cycle (the interest on the last day of the cycle will accrue and post the same day). We only pay interest in whole cents. At the end of each monthly cycle, any fractional amount of interest accrued that is less than one half of one cent will be rounded down to the nearest whole cent, and you will forfeit the difference. For example, if $1.044 in interest accrues during the monthly cycle, we will credit $1.04 to your Account. Any fractional amount of accrued interest equal to one half of one cent or more will be rounded up to the nearest whole cent. For example, if $1.045 in interest accrues during a monthly cycle, we will credit $1.05 to your Account.

A.3. Effect of Closing Account. If you close your Account before interest is credited, you will not receive the accrued interest.

A.4. Minimum Balance Requirements. There are no minimum balance requirements to open or maintain this Account

A.5. Balance Computation Method. We use the daily balance method to calculate interest on your Account. This method applies a daily periodic rate to every end-of-day balance in your Account for the period. The daily rate is calculated by using an actual/365-day count convention. The end-of-day balance is calculated by adding the principal and accrued interest.

A.6 Accrual On Noncash Deposits. Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items.

A.7 Transaction limitations. See section V C for **a**ll limitations on the number or dollar amount of withdrawals or deposits.

IV. Fee Schedule

Transaction Type	Sample Amount
Monthly Account Service Fee	$0
Standard Outgoing ACH transaction (up to 3 days)	$1.00
Standard Incoming ACH transaction	$0.00
Transfer to linked card	$0
Fund from linked card	$0
Minimum balance fee	$0
ATM Fee in network	$1.50
ATM Fee (international)	$1.50
ATM Balance Inquiry (US)	$.25
ATM Balance Inquiry (International)	$.25
ATM Insufficient Funds Fee (US)	$.50
ATM Insufficient Funds Fee (International)	$.50
Pin Purchase (US)	$1.00
Pin Purchase (International)	$1.00
Cash Load at Retail	$3.00
Mobile Wallet to Debit Card Fees	$0
Debit Card to Mobile Wallet Fees	$0
Foreign transaction fee	2% of transaction

V. Electronic Fund Transfer Agreement

Electronic Fund Transfers: Your Rights and Responsibilities

This disclosure contains important information about your use of electronic fund transfer ("EFT") services provided by Cross River Bank in relation to your Deposit Account ("Account") provided by the Bank and serviced by Mbanq. Whenever you accept or authorize EFTs to your Account, you agree to these terms and conditions, in addition to any other applicable limitations in the Deposit Account Agreement concerning deposits to and withdrawals from your Account. Please read this document carefully and retain it for future reference.

CONTACT INFORMATION FOR EFT
Phone: 1-877-392-9942
Email: support@mytimeservices.com
Website: www.mytimewallet.com
Mailing Address: 14425 Falcon Head Blvd Suite E100 Austin, Texas 78736

A. Types of Available EFTs

A1. Debit Card Services.

You can use your MyTime Wallet debit card ("debit card") at an ATM in a participating network, including to:

- Withdraw cash
- Check your Account balance

Your ability to access your Account and perform the transactions listed above depends on location, type, and network of the ATM; ATMs do not all offer the same options.

Please note that an ATM owner/network may charge a fee for any activity, including withdrawals, balance inquiries and transfers.

You can use your debit card at participating merchants, including to:

- Purchase goods and services. Purchases are subtracted from your Account balance. If you have arranged with your merchant to make recurring payments, you must notify the merchant if your card number or expiration date has changed, or your debit card is closed. We may also provide the merchant or the participating network your new Account number and expiration date.
- Withdraw cash while making a purchase using your PIN if the merchant permits the cash-back option.
- Send or receive payments from another person or receive payments from a business by providing your card number to third-party payment services.

A2. Electronic transfers using your Account number.

You may authorize a third party to transfer funds to or from your Account by providing your Account number and your routing number. These transfers may use various payment networks and may take various forms, such as:

- Employer payroll, government benefits or other direct deposits;
- One-time or recurring charges to your Account to a utility payment or to pay other bills; or

A3. MyTime Wallet App.

You may use the MyTime Wallet mobile application ("App"), including to:

- View your Account information
- Request fund transfers between your Account and a Linked External Account by ACH transfer
- Make a payment to a third party by ACH transfer
- Make bill payment

You understand and agree that any access or use of the Website or App (including any features made available via the Website and App) are subject to specific terms and conditions and additional disclosures made available in connection therewith and which you must consent to prior to any such access or use.

B. Important Information and Agreements About your Debit Card

B1. Authorizations and holds

Most merchants ask us to authorize your purchase. When we give authorization to a merchant, we will reserve or place a hold on your available balance. The authorization amount may be different than the actual amount of the transaction. There may be delays of several days between the authorization and the date the transaction is presented for payment, and your transaction may post to your Account after the authorization hold has lifted.

B2. Currency Conversion – Additional Fee Notice

When you use your debit card with a merchant that settles in a currency other than U.S. dollars, the change will be converted into the U.S. dollar amount by VISA International as described in your Debit Card Agreement. You will be assessed an International Service Assessment charge equal to (1%) of the total transaction. If the transaction is done online, Visa will use the merchant's country code when determining if this fee will be charged. There is also a Currency Conversion Assessment which is related to the conversion of your transaction into US currency. The fee will only be applied if the transaction requires currency conversion. The calculation of this fee is 0.3% of the total transaction amount.

B3. **ATM safety and safeguarding your Account information**

- **Be safe at ATMs.** Some ATM locations are recorded by a surveillance camera or cameras. We advise you to be aware of your surroundings before, during and after any ATM use. Here are some additional tips:
    - Choose an ATM that is well lit.
    - Don't use an ATM that looks unusual or altered.
    - During the hours of darkness, consider having someone accompany you to the ATM.

- If you suspect the ATM isn't working properly or if you notice anything suspicious, cancel the transaction and find another machine.
- When using an ATM with a separate entry door, you should close the door completely before initiating your transaction.
- If you need emergency assistance as a result of criminal activity or medical emergency, contact 911.
- At a walk-up ATM, minimize transaction time by having your card ready to use. At a drive-up ATM, keep your car engine running and lock your doors.
- Stand between the ATM and anyone waiting to use the machine or cover your hand so others can't see your PIN or the transaction amount.
- As soon as your transaction is complete, remove your card from the ATM, and then put away your money, receipt, and card. Do not stand at the ATM counting cash. Check that you received the correct amount later, in a secure place.
- Contact the police or a security officer if you see any suspicious activity at the ATM. If you think you're being followed, go to a heavily populated, well lighted area, and immediately contact the police.
- Direct complaints concerning an ATM to the institution operating the ATM at the telephone number found on or near the ATM. If we own or operate the ATM, you may contact us at 1-877-55CRB55 or contact the New Jersey Department of Banking at 1-609-292-7272.

- **Keep your PIN confidential.** Never give your PIN to anyone, and don't write it down. In addition, to keep your card information safe:
  - Use a PIN that others can't easily figure out.
  - To change your PIN (or if you forget your PIN), request a new PIN using the Website or App.

B. Limits on the Type, Frequency or Amount of EFTs.

Transaction Type	Daily	Monthly
Point-of-Sale Daily Limit	$2,500	$10,000
Daily ATM Withdrawal Limit	$1,010	$10,100
Per Transaction ATM Withdrawal Limit	$505	n/a
Total Daily Limit (POS, Cash Advance, ATM w/d)	$3,510	$20,100
ATM Count Withdrawals	n/a	30
ACH Origination	$0	
Push Transaction to 3rd party & Externally Linked account	$2500	

Please see your Cross River Bank Deposit Account Agreement above for more information.

C1. Managing Your Account Balance. You agree that the amount of any EFT you authorize, which will debit your Account, will not exceed the Available Balance in your Account. We do not have to allow any EFT that would create an overdraft in your Account. If we are unable to complete an EFT or perform any

other EFT service for any reason associated with your Account, the EFT or other service may not be completed.

D. Your Rights and Responsibilities

The use of EFT services described in this Agreement creates certain rights and responsibilities regarding these services as described below.

D1. Business Days. For the purposes of these disclosures, our Business Days are every day except Saturdays, Sundays, and federal holidays.

D2. Documentation of Your EFTs.

- **Periodic Statements.** You will get a monthly Account statement reflecting credits and debits to your Account, including EFTs.
- **ATM and Merchant Receipts. You can receive or have the option to receive a receipt at ATMs and at merchant locations each time you make a transaction. However, for certain small dollar transactions you may not receive a receipt.**
- **Direct Deposits.** If you have arranged to have EFT Direct Deposits made to your Account at least once every 60 days from the same person or company, the person or company making the deposit may notify you every time they send us the money. You can call us at the phone number above to find out whether or not the deposit has been made.
- **Other EFT Confirmations.** You may call or email us to find out whether any EFT you requested was successfully completed.

D3. Preauthorized Payments

- **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular EFT payments out of your Account, you can stop any of these payments. Here's how: Call us or write to us using the contact information above in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you contact us to stop a payment, please have the following information ready: your Account number, the date the transfer is to be made, to whom the transfer is being made, and the amount of the scheduled transfer. 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. You understand that we may accept the stop payment from any of the joint owners of the account regardless of who authorized the transfer or signed the check. A release of the Stop Payment may e made only by the person who initiated the stop payment request
- **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments 3 Business Days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.
- **Notice of Varying Amounts.** If these regular EFT payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be.

- **Our Refusal to Pay a Preauthorized or Other Regular (Automatic) EFT.** We reserve the right to refuse to pay a regular (automatic) EFT debiting your Account, for example, if your Account has insufficient funds to cover such transfer or if we are unable to verify the ownership of or other information about the account to which the funds will be transferred.

D4. Your Liability for Unauthorized EFTs.

Tell us AT ONCE if you believe:

- **Your Debit Card has been lost or stolen**
- **Your PIN or other Access Credentials have been compromised**
- **An EFT has been made without your permission, or someone has transferred or may transfer money from your Account without your authorization.**

Telephoning us is the best way to keep your possible losses down. You could lose all the money in your Account. If you tell us within 2 Business Days after you learn of the loss or theft of your Debit Card or Access Credentials, you can lose no more than $50 if someone used your Access Credentials or Debit Card to access your Account without your permission.

If you DO NOT tell us within 2 Business Days after you learn of the lost or theft, and we can prove we could have stopped someone from using your Debit Card or Access Credentials without your permission if you had told us, you could lose as much as $500.

Signature-based transactions made with your debit card are covered by VISA Zero Liability. This applies to any fraudulent signature-based transactions processed on the VISA or Plus network, whether online or offline, which is reported within 60 calendar days of your receipt of the first periodic statement on which the fraudulent transaction(s) appear that was made available to you electronically. We may increase the liability limit to the amounts described above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your Account or your Debit Card, you were proven to have participated in the transaction, or both. VISA Zero Liability does not apply to PIN-based or PIN-less debit transactions not processed by the VISA or Plus Network, including ATM transactions outside the United States.
Also, if your statement shows transfers that you did not make, including those made by Debit Card, PIN, or other means, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you or made available to you electronically, you may not get back any money you lost after the 60 day period if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your Debit Card has been lost or stolen, or your PIN or other Access Credentials have been compromised contact us as soon as possible using the contact information above.

D5. In Case of Errors or Questions about your EFTs

Contact us as soon as you can, if you think your statement or receipt is wrong or if you need more information about an EFT listed on the statement or receipt. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

(1) Tell us your name and the last four digits of your Account number (if any).

(2) Describe the error or EFT 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 tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, 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 us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account.

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

We will tell you the results within 3 Business Days after completing our 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.

D6. Our Liability for Failure to Make a Transfer. If we do not complete an EFT to or from your Account on time or in the correct amount according to the Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the EFT.
- The ATM where you are making a transfer does not have enough cash.
- If a system or terminal you use to make an EFT was not working properly and you knew about the breakdown when you started the EFT.
- If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
- There may be other exceptions stated in our Agreement with you.

E. Confidentiality.

We will disclose information to third parties about your Account or the EFTs you make:

(1) Where it is necessary for completing EFTs;

(2) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;

(3) In order to comply with government agency or court orders; or

(4) If you give us your written permission.

F. Amendments.

We may change any provision of this Electronic Fund Transfer Agreement in our discretion, as permitted by law. If we do, we will give you notice if and to the extent required by applicable law.

G. Termination.

We reserve the right to terminate your use of any or all of our EFT services for any reason and at any time. We will provide you notice before doing so where required by law. You also have the right to terminate your use of the EFT services described in this Agreement at any time by contacting us using the above information. If you call, we may require you to put your request in writing and get it to us within 10 Business Days after you call. If you terminate your use of our EFT services and you have arranged for automatic (regular) transfers involving third parties, you are required to inform any third parties that the transfers will cease. Any termination of your use of our EFT services, whether initiated by you or us, will not affect any of your or our rights and obligations under this Agreement that have arisen before the effective date of such termination.

VI. Funds Availability Policy

A. Availability Schedule

Purpose. The information here describes Cross River Bank ’s general policy of holding deposited Items in a deposit account (“Account”) before funds are made available to you. For the purposes of this disclosure, “you”/”your” refer to the Account holder and “our”/”we”/”us” refers to [Cross River Bank].

Available Deposit Types. Cross River Bank does not accept all deposit types on all Accounts. For information about what types of deposits are accepted for deposit into your Account serviced by MyTime Wallet , see your Cross River Bank Deposit Account Agreement.

Determining the Availability of Your Deposit. Our policy is to delay the availability of funds from your deposits. During the delay, you may not withdraw the funds and we will not pay transactions from your Account using these funds.

The length of the delay is counted in Business Days from the day of your deposit. Every day is a Business Day except Saturdays, Sundays and federal holidays. If you make a deposit before **2:00pm ET** 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 **2:00pm ET** or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

The length of the delay varies based on the type of deposit and is explained below.

Same-Day Availability. Funds from the following deposits are available on the day of deposit:

- Electronic direct deposits to your Account
- Wire transfers

Longer Delays May Apply. Availability of funds you deposit may be delayed for a longer period of time under the following circumstances:

- You have overdrawn your Account repeatedly in the last six months.
- We reasonably believe a deposit will be returned unpaid.
- There is an emergency, such as a failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit.

Holds on Other Funds in Another Account. If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Your Responsibility for Deposits. Even if we have made funds available to you and you have withdrawn the funds, you are still responsible for deposits that are returned to us unpaid and for any other problems involving your deposit.

Special Rules for New Accounts. If you are a new customer, the following special rules may apply during the first 30 days your Account is open.

- **Same-Day Availability.** Funds from the following deposits are available on the day of deposit:
    - Electronic direct deposits to your Account
    - Wire transfers