

## **ONE ACCOUNT "SPEND AND SAVE" PROGRAM AGREEMENT**

*This Spend and Save agreement is subject to the applicable application review and approval process including, but not limited to, approval of the identifying information you provided in the account application. In the event that - subsequent to the execution of this agreement - your application is not approved, this agreement shall automatically be null and void as if it had never been made.*

*Effective as of July 28, 2020*

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**ARBITRATION NOTICE:** EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE “ARBITRATION AND CLASS ACTION WAIVER” SECTION BELOW, AND UNLESS YOU OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND ONE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AT THE ELECTION OF EITHER PARTY, AND YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS OR TO PARTICIPATE IN A CLASS, CONSOLIDATED, REPRESENTATIVE, OR COLLECTIVE ACTION IN COURT OR IN ARBITRATION.

**AUTHORIZATION TO CONTACT YOU BY PHONE:** BY PROVIDING US WITH A TELEPHONE NUMBER, YOU EXPRESSLY AUTHORIZE ONE AND ITS AFFILIATES, AGENTS, AND INDEPENDENT CONTRACTORS TO DELIVER OR CAUSE TO BE DELIVERED TELEPHONE CALLS OR TEXT MESSAGES USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR ARTIFICIAL OR PRERECORDED VOICE, INCLUDING CALLS OR TEXTS MADE FOR ADVERTISING PURPOSES OR THAT CONSTITUTE TELEMARKETING, TO THE TELEPHONE NUMBER YOU PROVIDE US. MESSAGE, DATA, AND CALL RATES MAY APPLY. **TO OPT OUT AT ANY TIME, REPLY STOP.** RECEIVING THESE CALLS OR TEXTS IS NOT REQUIRED AS A CONDITION TO MAINTAIN YOUR PARTICIPATION IN THE ONE ACCOUNT SPEND AND SAVE PROGRAM, YOU CAN HAVE A ONE ACCOUNT EVEN IF YOU OPT OUT.

### 1. **ONE ACCOUNT “SPEND AND SAVE” PROGRAM AGREEMENT**

Thank you for joining the One Account “Spend and Save” Program (“Program”). The Program is offered and serviced by One Finance, Inc. (“One”), on behalf of Coastal Community Bank (“Bank”, “we”, “us” or “our”).

This Account “Spend” and “Save” Program Agreement (“Agreement”) governs your participation in the Program and explains the rights and responsibilities you have. By digitally accepting this Agreement, you agree to all of the terms and conditions set forth in this Agreement. Please read the entire Agreement carefully and retain a copy in electronic and/or paper form for your records. You can also access the most recent version of this Agreement in the One mobile application (“app”).

### 2. **CUSTOMER INFORMATION**

**Important Information About Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open a One account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

**Changes to Your Information.** It is your responsibility to maintain and promptly update any changes in the identifying information you provided to us in and after your application. You can update your information in the One app, or by contacting the One Customer Experience Team at 855-830-6200 or help@onefinance.com.

### 3. **ABOUT YOUR ACCOUNT; PERMITTED USE OF POCKETS**

**Deposit Pockets.** We establish three types of deposit accounts, or “pockets”, for all customers who participate in the Program: a Spend pocket, a Save pocket, and the Auto-Save pocket. You can immediately use the Spend and Save pockets, and your Auto-Save pocket is activated if you sign up to directly deposit and save a portion of your earnings each pay period. In this Agreement, “Pockets” refers to your Spend, Save, and Auto-Save pockets collectively, and below are descriptions of how the Pockets function.

- **Spend:** Spend is a transactional deposit account. You may transfer money into Spend using Automated Clearing House (“ACH”), wire (once operational), remote deposit capture (once operational), and internal transfer from Save or Auto-Save. You may move money out of Spend using ACH, ATM withdrawal, your One Card, bill pay (once operational), check writing through the One app (once operational), and internal transfer to Save. You can create, configure, and share other Spend pockets to use in addition to the initial primary Spend pocket you receive at account creation.
- **Save:** Save is a deposit account that pays interest on money you set aside to save. You may transfer money between Save and Spend, and from Auto-Save to Save. You can create, configure, and share other Save pockets to use in addition to the initial primary Save pocket you receive at account creation.
- **Auto-Save:** Auto-Save is an alternate deposit account that pays a higher rate of interest on money you automatically set aside to save. Auto-Save is activated if you (1) sign up to directly deposit all or a portion of your recurring income into your primary Spend pocket, and (2) allocate a portion of that recurring income to save. We will automatically deposit the amount to be saved from each direct deposit into your Auto-Save pocket. You may move money out of Auto-Save only through an internal transfer to Save or Spend.

Summary of Permitted Use of One (Deposit Account) Pockets		
Pocket Type	Deposits	Withdrawals
Spend	<ul style="list-style-type: none"> <li>● ACH</li> <li>● One Card transaction</li> <li>● Wire (once operational)</li> <li>● Remote deposit capture (once operational)</li> <li>● Transfer from Save or Auto-Save</li> </ul>	<ul style="list-style-type: none"> <li>● ACH</li> <li>● ATM withdrawal using One Card</li> <li>● One Card transaction</li> <li>● Bill pay (once operational)</li> <li>● Check-writing through the One app (once operational)</li> <li>● Transfer to Save</li> </ul>
Save	<ul style="list-style-type: none"> <li>● ACH</li> <li>● Transfer from Spend, Auto-Save, or Save</li> </ul>	<ul style="list-style-type: none"> <li>● Transfer to Spend or Save</li> </ul>
Auto-Save	<ul style="list-style-type: none"> <li>● The portion of a recurring direct deposit you set aside to save</li> </ul>	<ul style="list-style-type: none"> <li>● Transfer to Spend or Save</li> </ul>

We may not process or honor any deposit to or withdrawal from the Pockets that is attempted by any method not specifically permitted above. Pocket services are not available at Bank retail locations. Should you attempt to make a deposit or withdrawal at a Bank location, you will be directed to contact the One Customer Experience Team at 855-830-6200 or [help@onefinance.com](mailto:help@onefinance.com).

You may use the Pockets only for personal, family or household purposes and not for any business purpose. You may not use the Pockets in connection with any gambling or illegal activity. You agree to comply with all applicable laws and regulations that in any way impact use of the Pockets.

**Credit.** We also establish one or more types of credit for eligible customers. These are available as an overdraft “Credit Line” and the Credit Line Pocket, which is part of Credit Line Plus (“Credit Line+”). Credit Line may be accessed if a withdrawal or other transaction in your primary Spend pocket will result in a negative balance. Your use of Credit Line and Credit Line+ is governed by the Credit Line and Credit Line+ agreements.

**One Card.** You will receive a One Card in connection with your primary Spend pocket. Note that your One Card cannot be used to access your Save or Auto-Save pockets. Even though the One Card is a debit card and may be used to access your Spend pockets, you may also choose in the One app to link your One Card to Credit Line and/or the Credit Line Pocket so you can access credit using your One Card. For more information about using your One

card with Credit Line and/or Credit Line Pocket, please refer to the Credit Line agreement and/or Credit Line+ agreement, respectively.

In this Agreement, "Account" refers to your One account, comprising the deposit pockets governed by this Agreement (that is, your Spend, Save, and Auto-Save pockets) together with any credit governed by the Credit Line and Credit Line+ agreements.

#### **4. FDIC INSURANCE**

The funds on deposit in your Pockets are held with us – Coastal Community Bank, member FDIC – on your behalf, and are insured by the Federal Deposit Insurance Corporation ("FDIC") to the maximum allowed by law. For more detailed information on FDIC insurance coverage, contact the FDIC directly by visiting [www.fdic.gov](http://www.fdic.gov) or by calling 1-877-ASKFDIC (1-877-275-3342) (TDD: 1-800-925-4618).

#### **5. CHECK WITHDRAWALS NOT PERMITTED**

We will not issue checks to you in connection with your Pockets. However, you will be able to generate a check in the One app (once operational).

You agree not to order checks from any third party to use in connection with your Pockets. If a check that was not generated in the One app is presented to us for payment, we will not pay the check. Instead, we will return any such check unpaid, even if you have sufficient funds in the pocket to cover the amount of the check. You may be charged fees by the person to whom you gave the check when we return it unpaid.

In addition, do not give any pocket account number(s) or routing number to any merchant or other person to pay for goods or services unless you are certain that the person to whom you give the information will process the transaction as an ACH debit or similar transaction and not as a check. (ACH transactions that can be processed from a pocket are sometimes called "electronic fund transfers" or "electronic debits.") Any transaction that a merchant or other person processes as a check, sometimes called a "remotely-created check" or "remotely-created payment order," will not be paid. You may be charged fees when a check transaction is returned unpaid.

If your employer asks for a voided check to set up a recurring direct deposit of your paycheck, you can instead provide your primary Spend pocket account number and routing number. This information is provided in the One app and should enable your employer to establish the direct deposit.

#### **6. HOW WE CALCULATE INTEREST**

Funds in your Save and Auto-Save pockets earn a variable rate of interest. Your interest rate(s) and annual percentage yield ("APY") may change. At our discretion, we may change the interest rate(s) for your Save and Auto-Save pockets at any time without notice or limit. We may also offer interest rate bonuses and other special promotions based on various factors.

We compound and credit interest to your Save and Auto-Save pockets on a monthly basis. We use the daily balance method to calculate that interest. The daily rate is 1/365 of the interest rate (in a leap year we may use 1/366). We apply the daily periodic rate to the collected balance in your Save and Auto-Save pockets each day. When you deposit into a Save pocket, interest begins to accrue on the item on the business day the item posts to that pocket. We pay interest in whole cents.

#### **7. TRANSACTION LIMITATIONS**

Your Pockets activity is subject to these limits:

- One Card ATM withdrawals – up to \$500 per day
- One Card transactions – up to \$5,000 per day

We may impose additional limits on the dollar amount or number of your deposits, withdrawals, and other transactions. We may change such limits at any time at our discretion, based on the amount of time since you opened your Account and on your Account activity.

#### **8. OVERDRAFTS (CREDIT LINE)**

One does not offer traditional fee-based overdraft services. Instead, you may have access to the overdraft “Credit Line” to use if a withdrawal or other transaction in your primary Spend pocket will result in a negative balance. There is no fee for accessing Credit Line.

In order to access Credit Line, you must choose to activate it. In addition, if you would like to have access to Credit Line in connection with One Card-related transactions, you must choose to link your One Card to Credit Line. Your use of Credit Line is governed by the Credit Line agreement.

If you use Credit Line to cover Spend withdrawals or other transactions, you agree that any deposit credit that posts to your primary Spend pocket will first be applied to reduce or eliminate your outstanding Credit Line balance.

#### **9. YOUR RESPONSIBILITY FOR PAYMENT OF FEES, CHARGES, AND OVERDRAFTS**

You agree to pay any charges for additional services you request that are not covered by this Agreement. We will advise you of the amounts of such charges at the time you request the additional services. You agree to be liable for any pocket deficit or shortage, whether caused by you or by another person to whom you give pocket access. You must satisfy this liability immediately and may not defer its payment. We may deduct any deficit or shortage amount directly from a pocket balance whenever sufficient funds are available. This includes costs we incur to collect any pocket deficit, including, to the extent permitted by law, our reasonable attorneys’ fees.

You understand that third parties may impose fees if a withdrawal or other transaction in a Spend pocket is declined due to insufficient funds (including because you have not activated Credit Line, because Credit Line is not available for non-primary Spend pockets, or because your use of Credit Line has been suspended under the Credit Line agreement). You agree that we do not have any liability to you for such fees.

#### **10. ONE CARD**

- (a) One Card Transactions. You may use your One Card, which is a debit card, to access your Spend pocket(s) for purchases wherever Mastercard® is accepted. Subject to limitations set forth in Section 7 of this Agreement and to limitations set by the ATM owner or merchant, you may use your One Card to initiate the following transactions:
  - (i) Withdraw cash from your Spend pocket(s) at an ATM
  - (ii) Pay for purchases out of your Spend pocket(s)
  - (iii) Obtain cash-back from participating merchants
- (b) Foreign Transactions. Transactions made with your One Card in foreign currencies are posted to the relevant pocket in U.S. dollars. The exchange rate between the foreign currency and U.S. dollars is a rate selected by Mastercard®. Mastercard® will select from the range of rates available in wholesale currency markets or a rate mandated by the government that issues or controls the currency in that country on the date it processes the transaction. The processing date on which the exchange rate is applied may differ from the transaction date or the posting date. While One does not charge fees when you use your One Card in foreign currencies, fees may be assessed by processors in such foreign transactions.
- (c) ATM Fees. One does not charge you for using your One Card at ATMs, but the owners of an ATM may charge you for using their ATM. If there is such a charge, you should be told how much it is before you complete the withdrawal. If you then decide to withdraw the money, the amount of the withdrawal, plus the charge, will be deducted from the relevant pocket at the time of the transaction.
- (d) One Card Debit Limits. We reserve the right to decline any One Card debit transaction if we suspect fraud, account takeover, possible illegal activity, or any other unusual activity affecting your Account. We also apply transaction limits, such as a maximum withdrawal dollar amount per day. Please see Section 7 of this Agreement for specific limitations.
- (e) Personal Identification Number (“PIN”). You may activate your One Card and create or change your PIN online through the One app. You should protect your PIN as you would your One Card.

- (f) Credit Capabilities. Qualifying customers may link the One Card to their credit to gain access to Credit Line and/or Credit Line Pocket using the One Card. Please refer to the Credit Line and/or Credit Line+ agreements, as relevant, for further information.

## **11. DEPOSITS AND FUNDS AVAILABILITY POLICY**

### **General Deposit Policies**

We have the right to refuse any deposit. All checks deposited via the One app (once operational) must be payable to you. We do not accept third party checks (checks not made payable to you). If final payment is not received on any item you deposited to your Pockets or if any direct deposit, ACH deposit, or electronic fund transfer to your Pockets is returned to us for any reason, you agree to reimburse us for such returned funds previously made available to you.

### **Cash Deposits**

Do not send cash deposits through the mail. In the event that we receive a cash deposit from you, we will return the funds to you. You agree that our determination of the amount of any deposit we receive from and return to you will be final. We are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us.

### **Your Ability to Withdraw Funds**

We endeavor to make funds from your check deposits available to you on the business day after the day we receive your deposit, subject to any holds that may be placed due to the reasons provided below.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and holidays as specified in Section 21 of this Agreement. If you make a deposit before 4:00 PM Pacific Time on a business day, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 PM Pacific Time or on a day other than a business day, we will consider that the deposit was made on the next business day.

### **Endorsing Checks for Deposits**

If the back of your check has "CHECK HERE IF MOBILE DEPOSIT", then please check the checkbox. Always endorse the back of your check and write, "For Mobile Deposit to One Finance, Inc. Only."

If you deposit an item that is made payable to and/or endorsed by a person who is not you, the Account owner, we may refuse the item for deposit. We may also require verification of any endorsement through endorsement guarantee or personal identification. Any endorsements on a check or other item you give us for deposit to your Account must appear only in the area on the reverse side that is reserved for your use and may not appear within or extend into any area that is reserved for financial institution use. Otherwise, the endorsement may interfere with our processing and collection of the item. We may refuse items that do not follow these endorsement requirements, or we may in our discretion accept any such nonconforming endorsement; however, you agree to hold us harmless for any losses we incur as a result of such acceptance.

### **Direct Deposits**

If, in connection with a direct deposit plan, we deposit any amount into your Account which should have been returned to the government of the United States or a state or local government for any reason, you authorize us to deduct the amount of our liability to the government from the Account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of liability.

### **Same Day Availability**

Funds from wire transfers or other electronic payments will be made available on the day received, or on the effective date if later.

### **Authorization Holds for One Card Purchases**

When a merchant from whom you make a purchase with your One Card requests authorization for the purchase, we will place a hold on your Spend pocket balance, either in the amount of your purchase or another authorized amount, until the transaction settles or the hold expires.

## **12. POSTING ORDER**

We post non-ACH transactions when and in the order we receive them.

With regard to ACH transactions, which can be credits or debits, you have the ability to initiate ACH transactions both through One (“One-initiated ACH”) and outside of One (“One-received ACH”). We post One-initiated ACH transactions as follows: debits post in real-time, and credits generally post by the end of the third Business Day. We post One-received ACH transactions on a rolling basis as follows: in each batch, credits post first, by high to low dollar amount, and then debits post, by high to low dollar amount, unless otherwise specified by a transaction effective date.

## **13. ACCOUNT OWNERSHIP; POCKET SHARING; OTHER RESTRICTIONS**

Your Account is a single-party account, which means that you are the only person permitted to own the Pockets. We will not title the Account, or any pockets, as a multiple-party account owned jointly, by an organization, as “Payable on Death,” or “In Trust For.”

Only One account-owners may provide, or be provided with, access to shared pockets. Shared pockets are not multiple-party or joint accounts. Instead, they are equivalent to accounts with authorized users. You must keep your One Account open in order to maintain and/or access a shared pocket.

By creating and adding someone to a shared pocket, you authorize that person to deposit and withdraw money, and otherwise transact, in that pocket. You acknowledge and agree that any person who has access to a shared pocket you create may withdraw or use all the funds in such pocket without additional authorization from you. You further agree that One is not able to recover the money or cancel external transfers.

In addition, as the creator of a shared pocket, you agree to share all information relating to that pocket, including all transaction history and other information associated with all other persons to whom you have provided access to such pocket, whether or not any such person no longer has access to the pocket. Information you agree to share includes information about the shared pocket from the time you created it.

You may remove a person’s access to a shared pocket, and the corresponding authorization to transact in such pocket, by logging into the One app, clicking on the overflow menu, and deleting the person from such pocket.

If you accept access to a shared pocket created by another One account-owner, you acknowledge and agree that any money you deposit into such shared pocket may be withdrawn or used by any person who at that time or at anytime in the future has access to such pocket, without any authorization from you. You further acknowledge and agree to share all information relating to your transactions in such pocket with any person who at that time or at anytime in the future has access to such pocket. You agree to share such information with current and future users of such pocket, even after you no longer have access.

You may close any shared pocket you create without obtaining the consent of any person to whom you have provided access to such pocket. You also have the legal right to all the funds in such shared pocket.

You must have reached the age of majority under the laws of the state in which you reside in order to open an Account. You acknowledge that we have no fiduciary or trustee obligations to you in connection with your Account and that we have not advised you on any community property, tax, or estate planning matters. You should consult a tax and/or estate planning advisor about your specific circumstances.

## **14. POWER OF ATTORNEY**

You may give another person (called an agent or attorney-in-fact) authority to withdraw funds from and/or take other actions with respect to your Account pursuant to a power of attorney acceptable to us. To appoint an agent for your Account, you or your agent must contact us directly. Unless prohibited by applicable law, we may refuse to allow the appointment of an agent for your Account for any reason.

The authority of your agent to receive payments, transact on, or otherwise make changes to your Account generally terminates with your death or incapacity, unless the document creating such agency provides, in accordance with applicable law, that the agent's powers continue in spite of your incapacity.

#### **15. INCOMPETENCE OR DEATH**

You agree that your appointed party or individual, or your designee, will notify us promptly if you die or become legally incapacitated. This can be done by contacting us at P.O. Box 162227, Sacramento, CA 95816-2227. We will continue to accept deposits and process transaction instructions into and from your Pockets until we are (1) notified of your death or adjudication of incompetency, and (2) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death we may pay or process transactions to or from your Pockets on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in your Pockets. We may require additional documentation to confirm any claims on your Pockets.

#### **16. STATEMENTS AND ERROR RESOLUTION**

You will get a monthly statement for your Pockets. Some statements may be a slightly longer or shorter monthly cycle for operational reasons.

You must examine your statements with reasonable promptness. If you discover (or reasonably should have discovered) any unauthorized transactions (other than an electronic fund transfer ("EFT")), errors (other than EFT related errors), or missing statements, you must promptly notify the One Customer Experience Team at 855-830-6200 or [help@onefinance.com](mailto:help@onefinance.com). If you do not notify us within 60 days after a statement is made available, then you waive all claims you may have against us regarding these items.

If you do not notify us of an unauthorized alteration within 30 days after a statement is made available, we are not liable to you for subsequent unauthorized alteration on your pockets that we could have prevented if you had timely told us of the unauthorized alteration.

This section does not apply to errors regarding EFTs, which are governed by Section 19(c) of this Agreement.

#### **17. RECEIPTS**

You will have a record in the One app of each deposit you make. You also will usually receive or have the option to receive a receipt at the time you make a transaction at an ATM or merchant location. You may not get a receipt for small-dollar transactions.

#### **18. ATM SAFETY TIPS**

Always protect your ATM card and PIN. Be aware of your surroundings at ATMs, particularly at night. Protect your privacy by shielding the keypad while entering your PIN and not counting your cash at the ATM, for example. If you need emergency assistance, call 911 from the nearest telephone.

#### **19. ELECTRONIC FUND TRANSFERS**

##### **(a) STOPPING PAYMENT OF PREAUTHORIZED ELECTRONIC FUND TRANSFERS**

Right to stop payment and procedure for doing so: If you have told us in advance to make regular payments out of your Account by preauthorized electronic fund transfer, you can stop any of these payments. Here's how:

Contact the One Customer Experience Team at 855-830-6200, [help@onefinance.com](mailto:help@onefinance.com), or P.O. Box 162227, Sacramento, CA 95816-2227 in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Once our stop payment capability is operational in the One app, you can submit a stop payment request electronically.

Liability for failure to stop payment of preauthorized transfer: If you order us to stop one of these payments three (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.

##### **(b) OUR LIABILITY FOR FAILURE TO COMPLETE TRANSFERS**



If we do not complete a transfer to or from a pocket on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable if, for instance:

- (1) Through no fault of ours, you do not have enough money in your pocket to make the transfer.
- (2) The ATM where you are making the transfer does not have enough cash.
- (3) The ATM or system was not working properly and you knew about the breakdown when you started the transfer.
- (4) Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (5) For preauthorized electronic fund transfers, third party data was not timely received or was incomplete or erroneous or a transfer recipient has died.
- (6) The pocket is inactive, dormant, or frozen.
- (7) Your Access Device (as defined in "Liability for Unauthorized Transfers" below) is lost or stolen or we suspect that the transfer is unauthorized.
- (8) There are other exceptions stated in our agreements with you.

**(c) IN CASE OF ERRORS OR QUESTIONS ABOUT ELECTRONIC FUND TRANSFERS**

Contact the One Customer Experience Team at 855-830-6200, [help@onefinance.com](mailto:help@onefinance.com), or P.O. Box 162227, Sacramento, CA 95816-2227 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and pocket account number (if any).
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you 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 provisionally credit the relevant pocket within 10 Business Days for the amount you think is in error, so that you will have the 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 the pocket.

For errors involving new accounts, point-of-sale, or transactions initiated outside of the United States, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit you for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we determine that the disputed transaction was appropriately authorized we will deduct any provisional credit to the relevant pocket and we will send you a written explanation. You may ask for copies of the supporting documents that we used in our investigation.

**(d) LIABILITY FOR UNAUTHORIZED TRANSFERS**

Tell us AT ONCE if you believe your Account login credentials, PIN, or access code (each, an "Access Device") has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Contacting us by telephone is an efficient way to keep your possible losses down. If you tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone used your Access Device without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, and we determine that we could have stopped someone from using your Access Device without your permission if you had told us sooner, you could lose as much as \$500.

If your statement shows transfers that you did not make, including those made by an Access Device or other means, tell us at once. If you do not tell us within 60 days after the statement was made available to you in the One app, and we determine that we could have stopped someone from making those transfers if you had told us sooner, you may not get back any money you lost after the 60 days. If extenuating circumstances (such as a long trip or a hospital stay) kept you from telling us, we will extend the time to reasonable periods.

Contact Us In the Event of Unauthorized Transfers: If you believe your Access Device has been lost or stolen, contact the One Customer Experience Team at 855-830-6200 or [help@onefinance.com](mailto:help@onefinance.com). You should also contact us if you believe a transfer has been made without your permission.

## **20. SPECIAL PROVISIONS FOR ONE CARD TRANSACTIONS (MASTERCARD ZERO LIABILITY PROTECTION)**

Notwithstanding the foregoing, you are not liable for any unauthorized One Card transactions, including transactions made at merchants, over the telephone, or on the internet, if you have used reasonable care in protecting your card from loss or theft and you promptly report the loss or theft to us by calling the One Customer Experience Team at 855-830-6200.

## **21. BUSINESS DAYS**

One's Business Days are Monday through Friday, excluding the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

## **22. SETOFF**

We may (without prior notice and when permitted by law) set off the funds in your Pockets (or any One Account you may hold) against any due and payable Credit Line debt you owe us now or in the future. If the debt arises from a note, "any due and payable debt" includes the total amount to which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

If we set off a debt you owe us against your Pockets and we refuse to pay any subsequent transaction in the Pockets, we will not be liable for a refusal to pay any such transaction(s) in connection with the set off. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff. This right of setoff does not apply if the debt is created by a consumer credit transaction under a credit card plan.

## **23. LEGAL PROCEEDINGS**

You understand that we may from time to time receive "Legal Process" in connection with your Account. Legal Process includes writs of attachment, execution or garnishment, tax withholding orders, levies, restraining orders, subpoenas, warrants, injunctions, requests for information from government agencies, search warrants, forfeiture orders, or similar documents or proceedings. We may accept and comply with Legal Process that is served on us

by mail at One Finance, Inc., Attn: Legal Department, P.O. Box 162227, Sacramento, CA 95816-2227 (or such other address as we subsequently provide you), or by other legal means. You agree that we are not required to contest any Legal Process. We may in our discretion notify you of our receipt of Legal Process, but are not required to do so unless applicable law provides otherwise. We will not notify you of any Legal Process received if we believe the law prohibits us from doing so. In response to Legal Process we may hold or turn over Account funds or other property to a court, creditor, or person named in the Legal Process.

#### **24. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

- (1) Where it is necessary for completing transactions including transfers, or
- (2) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- (3) In order to comply with government agency or court orders, or
- (4) If you give us your written permission, or
- (5) As permitted in the One Terms or the One Privacy Policy.

#### **25. CONSUMER REPORTS**

You authorize both us and One Finance, Inc. to obtain information about you from third parties, including consumer reporting agencies, in connection with the opening and servicing of your Account, including the collection of any deficit pocket balance and any other amounts you may owe us. If you ask, you will be told whether any consumer report was requested and the name and address of the consumer reporting agency that provided the report. We may also report information about your Account to consumer reporting agencies.

#### **26. AMENDMENTS**

We may at any time change or delete any term of this Agreement or add any new terms to the Agreement. We will give you notice before the effective date of any such change, deletion, or addition that is adverse to you in writing or by any other method permitted by law. If you are unwilling to agree to such amendments, you have the right to close your Account prior to the changes taking effect. Your continued use of the Account after the effective date of the change constitutes your agreement to the amended Agreement.

#### **27. ACCOUNT CLOSURE; INACTIVE ACCOUNTS**

We may close your Account, or one or more of your pockets, at any time for any reason (including because you withdraw your consent to receive any required notices from us electronically), and without prior notice. We may tender to you the balance in any closed pocket, less any amounts owed to us, by mail to your most recent address reflected in our records. However, if we close your Account for inactivity, state escheat laws may, depending on the length of the inactivity, require us to transfer your balance to a state agency. If this occurs, you must file a claim with that agency to recover the funds.

You may close your Account at any time by calling the One Customer Experience Team at 855-830-6200. If you tell us you want to close your Account, we will give you the opportunity to withdraw the balance less any fees, claims, setoffs or other amounts. After the time at which we restrict your Account to prepare for closing, we will not pay any additional interest on the Account, including any accrued interest that has not yet been credited.

At the time we close your Account, we will hold back enough money to cover any payments you approved before your Account was closed. You'll also still owe us any money that you owed us while your Account was open. After we close your Account, we have no obligation to accept deposits or process transaction instructions. We have the right to advise consumer reporting agencies and other third-party reporting agencies of accounts closed for misuse.

Remember that any recurring payments or withdrawals from your Account need to be cancelled, such as bill payments, before your request to close your Account. Otherwise, they may be returned unpaid.

We are not required to close your Account at your request if you have one or more pending transactions, one or more pockets has a deficit or shortage, or your Account is subject to 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, your balance is no longer negative, and any legal restriction has been released.

#### **28. ACCOUNT TRANSFER**

You may not transfer your Account or any right you have in the Account to another person without our prior written consent.

#### **29. COMMUNICATION**

You must give One prompt written notice, by telephone or by email, of any changes to your name, physical address, email address, or telephone number. You must follow any instructions posted in the One app or website for communicating with One. Alternatively, you may email us at [help@onefinance.com](mailto:help@onefinance.com) ("Our Email Notice Address") or write to us at P.O. Box 162227, Sacramento, CA 95816-2227 ("Our Regular Notice Address").

#### **30. TELEPHONE COMMUNICATIONS**

We may use automated telephone dialing, text messaging systems, and electronic mail to provide messages to you about important information regarding this Agreement or your relationship with us. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else. These messages may also be recorded by your voicemail. You give us your permission to call or send a text message to any telephone number you have given us or you give to us in the future, or that you have given or give in the future in connection with your Account, and to play pre-recorded messages or send text messages with information about the Agreement over the telephone. You also give us permission to communicate such information to you by push notification or email. You understand that, when you receive such calls, texts, push notifications, or emails, you may incur a charge from the company that provides you with telecommunications, wireless, and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance, or loss of privacy in connection with such calls, texts, push notifications, or emails. You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a telephone number you have provided to us changes, or if you cease to be the owner, subscriber, or primary user of such telephone number, you agree to immediately give us notice of such facts so that we may update our records. If you have the right to revoke consent to autodialed calls under applicable law, you may exercise this right only by calling the One Customer Experience Team at 855-830-6200.

#### **31. CONSENT TO CONDUCT BUSINESS ELECTRONICALLY**

Because One operates online and conducts its business solely through its website and app, you must consent to receive all disclosures, notices, documents, agreements, and information associated with your Account ("Communications") electronically in order to transact business with us. This section informs you of your rights when receiving electronic Communications from One.

##### **(a) ELECTRONIC COMMUNICATIONS**

You agree that One, its agents, and representatives may provide all Communications to you electronically, including on the website, in the One app, or by email. You may still request a paper copy of any Communication by following the procedure outlined below.

##### **(b) REQUESTING A PAPER COPY**

We will not send you a paper version of any Communication; however, we reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy, contact the One Experience Team at 855-830-6200 or [help@onefinance.com](mailto:help@onefinance.com).

##### **(c) WITHDRAWING CONSENT**

You may withdraw your consent to receive future Communications electronically by contacting the One Customer Experience Team at 855-830-6200 or help@onefinance.com. Your withdrawal of consent will be effective only after we have had a reasonable period to process your request. While you have the right to withdraw your consent, we reserve the right to close your Account. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

### **32. GOVERNING LAW**

This Agreement is subject to applicable federal laws and, to the extent that state law applies, the laws of the state of Washington and other applicable rules without regard to conflicts of law principles (except to the extent that this Agreement can and does vary such laws).

### **33. SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, all remaining provisions will continue in full force and effect.

### **34. NON-WAIVER**

The fact that we may decide not to enforce, or may delay enforcing, our rights under this Agreement on one or more occasions does not mean that we waive our right to enforce them on any later occasion.

### **35. INTERPRETATION**

The headings in this Agreement are for convenience or reference only and do not govern the interpretation of the Agreement's provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement shall be construed so the singular includes the plural and the plural includes the singular.

### **36. NOTICE AND CURE**

Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to this Agreement or the Account (as more fully defined in the Arbitration and Class Action Waiver provision, a "Claim"), the party asserting the Claim (the "Claimant") shall give the other party (the "Defending Party") written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim on an individual basis. Any Claim Notice to you shall be sent by mail or email to the address for you maintained in our records. Any Claim Notice to One shall be sent by mail to One Finance, Inc., Attn: Legal Department, P.O. Box 162227, Sacramento, CA 95816-2227 (or such other address as One subsequently provides you). Any Claim Notice you send must contain your primary Spend pocket account number and your entire telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.

WAIVER OF RIGHT TO TRIAL BY JURY - YOU AND ONE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND ONE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION AND CLASS ACTION WAIVER PROVISION SET FORTH IN THE NEXT SECTION, IF APPLICABLE, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

### **37. ARBITRATION AND CLASS ACTION WAIVER**

THIS ARBITRATION PROVISION AFFECTS YOUR RIGHTS. PLEASE READ CAREFULLY BEFORE AGREEING TO THIS AGREEMENT. EXCEPT AS OTHERWISE NOTED, CAPITALIZED TERMS HAVE THE MEANING SPECIFIED IN THIS AGREEMENT.

Except as otherwise explicitly provided in this Arbitration Provision, One and any bank or financial institution with which One partners (including but not limited to (the Bank), together with their parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, successors, assigns and any of these entities' employees, officers, directors and agents and their successors, assigns, affiliates and service providers (collectively, the "Transaction Parties") and you can elect to resolve any past, present or future dispute or claim ("Dispute") arising from or relating in any way to your Account or this Agreement or the relationships between you and One and/or Transaction Parties resulting therefrom that cannot be resolved directly between you and a Transaction

Party, by binding arbitration under the Consumer Arbitration Rules (“the Consumer Rules”) of the American Arbitration Association (“AAA”), rather than in court. (Solely for purposes of this Arbitration Provision, the term Transaction Parties also includes any third party providing any goods and/or services in connection with your Account on behalf of a Transaction Party, if that third party is named as a defendant along with a Transaction Party in a single proceeding.)

Except as otherwise explicitly provided in this Arbitration Provision, “Dispute” broadly includes, without limitation: any claims based in contract, statute, ordinance, tort, fraud, consumer rights, misrepresentation, equity or any other legal theory; initial claims, counterclaims, cross-claims and third-party claims; federal, state and local claims; and claims which arose before the date of your application for an Account, including, but not limited to, any dispute or claim arising before the date you opened an Account or accepted this Agreement and any dispute or claim relating to: i) an application for or denial or closure of an Account; ii) the events leading up to an application or denial or closure of an Account (for example, any disclosure, advertisement, application, solicitation, promotion or oral or written statement, warranty or representation made by a Transaction Party); iii) credit reporting or a Transaction Party’s use of consumer reports; iv) your Account balances; v) any product or service provided by or through a Transaction Party or third parties in connection with your Account or the relationship between you and a Transaction Party and any associated fees; vi) the collection of amounts due and the manner of collection; vii) a Transaction Party’s use or failure to protect any personal information you give a Transaction Party in connection with your Account including your application for an Account or your relationship with the Transaction Party; viii) enforcement of any and all of the obligations a party may have to another party in connection with your Account or agreement governing the same; or ix) compliance with applicable laws and/or regulations.

The Federal Arbitration Act (“FAA”) and federal arbitration law apply to this Arbitration Provision. There is no judge or jury in arbitration and court review of an arbitration award is limited, but an arbitrator can award an individual the same damages and relief as a court in an individual case and must apply and follow applicable substantive law, consistent with the FAA, and the terms of this Agreement, the One Terms and any agreement governing a product or service provided by One. The arbitrator shall apply applicable statutes of limitations and honor privilege rules. Any judgment on the award rendered by the arbitrator will be final and may be entered in any court of competent jurisdiction. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

YOU UNDERSTAND THAT ABSENT YOUR CONSENT TO ARBITRATION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A TRIAL BY JURY.

Either you or a Transaction Party can initiate arbitration through AAA, an alternative dispute resolution provider or by filing a motion to compel arbitration of claims filed in court. Regardless of who elected arbitration or how arbitration was elected, the party asserting the claim (i.e., the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. If the AAA cannot serve, a court with jurisdiction shall select the arbitrator, who will apply the AAA rules and the procedures specified in this Arbitration Provision. Any arbitration will be governed by the then current Consumer Rules of the AAA (“Consumer Rules”), and its Procedures for the Resolution of Disputes through Document Submission (“Document Submission Procedures”). (For more information about the AAA and its rules, you may contact the AAA at American Arbitration Association, 120 Broadway, Floor 21, New York, N.Y 10271, 1-800-778-7879, [www.adr.org](http://www.adr.org)). The Document Submission Procedures are included in the Consumer Rules. Your arbitration filing fees will be governed by the Consumer Rules. If it is determined by the arbitrator that you cannot afford such fees, a Transaction Party will pay all arbitration administrative and arbitrator fees and expenses. The arbitration will be conducted solely based on written submissions and will not require any personal appearance by the parties or witnesses unless the arbitrator determines that a telephonic or in-person conference or hearing is necessary based on the request of one or more of the parties. Notwithstanding any of the foregoing, disputes or controversies about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof are for a court and not an arbitrator to decide; however, disputes or controversies about your Account, this Agreement, the One Terms or your agreements governing any product or service provided by One or with Transaction Parties as a whole are for an arbitrator and not a court to decide.

**CLASS ACTION WAIVER:** You and the Transaction Parties each agree that any arbitration will be conducted only on an individual basis and not as a class, consolidated or representative action. To the fullest extent permitted by law: (a) no arbitration will be joined or consolidated with any other; (b) there is no right or authority for any Dispute to be arbitrated on a class-action or private attorney general basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. No arbitrator shall have the authority to issue any relief that applies to any person or entity other than Transaction Parties and/or you individually.

If for any reason a Dispute proceeds in court rather than in arbitration, you and the Transaction Parties each waive any right to a jury trial. Even if all parties have opted to litigate a Dispute in court, a party may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in that or any related or unrelated lawsuit (including a claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. You and the Transaction Parties agree that any Disputes seeking to enforce or protect, or concerning the validity of intellectual property rights will not be subject to binding arbitration under this Arbitration Provision. In addition, pursuant to the Consumer Rules, any party may proceed with their individual claims in small claims court if that option is available in the applicable jurisdiction and the amount in controversy falls within the small claims court's jurisdictional limits; but if that action is transferred, removed or appealed to a different court, arbitration can be elected. If any portion of this Arbitration Provision is inconsistent with the Consumer Rules, with this Agreement, or with the One Terms or your agreements governing any product or service provided by One or with Transaction Parties, this Arbitration Provision shall govern. This Arbitration Provision shall survive the closure of your Account, termination of any product or service provided by One, termination of any agreement into which you enter with a Transaction Party, and any withdrawal or denial of or determination on any application for an Account; and further, you understand and agree that this Arbitration Provision applies not only to the One Terms and this Agreement but also to any subsequent agreement (including without limitation any agreement governing any product or service) into which you enter with a Transaction Party. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, except that: (A) If the Class Action Waiver is limited, voided or found unenforceable and that determination becomes final after all appeals have been exhausted, then this Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Provision 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 public injunctive relief be arbitrated.

**RIGHT TO OPT OUT:** If you do not want this Arbitration Provision to apply, you must send One a signed notice within 30 calendar days of the date on which you electronically sign this Agreement. You must send the notice in writing (and not electronically) to One Finance, Inc., Attn: Arbitration Opt-Out, P.O. Box 162227, Sacramento, CA 95816-2227. You must provide your name, address and, if applicable, Account number and state that you "opt out" of the Arbitration Provision. Opting out will not affect the other provisions of this Agreement, the One Terms or any other agreement governing a product or service provided by One or with a Transaction Party. If you do not opt out, you will be bound by this Arbitration Provision in this Agreement, the One Terms and any other agreement governing a product or service provided by One or with a Transaction Party.