

# Aspiration

## DEPOSIT ACCOUNT AGREEMENT

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**NOTICE: THIS AGREEMENT INCLUDES A JURY TRIAL WAIVER, CLASS ACTION WAIVER, AND REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE JURY TRIAL WAIVER, CLASS ACTION WAIVER, AND ARBITRATION CLAUSE APPEAR IN SECTIONS 30 AND 31 AT THE END OF THIS AGREEMENT.**

# **ACCOUNT TERMS AND CONDITIONS**

This Customer Account Agreement, including all supplemental terms and conditions, fee schedules and related documents provided herewith, (the “**Agreement**”) is the contract between you, Coastal Community Bank, member FDIC (the “**Bank**”), and Mission Financial Partners, LLC d/b/a Aspiration (“**Aspiration**”), which governs your Aspiration-branded demand deposit account (the “**Aspiration Account**” or “**Account**”). Aspiration is the program manager for Bank and is responsible for managing the Account program on behalf of Bank. Except as expressly set forth herein, terms “**we**,” “**our**,” and “**us**” refers to the Bank, its successors, affiliates or assignees and Aspiration as program manager for the Bank. “**Customer**,” “**Account Owner**,” “**you**” or “**your**” refers to the owner of the Account with the authority to deposit, withdraw, transfer or exercise control over the Account and anyone else to whom Account holder gives Account access.

The Account is accessed through our mobile application (“**Aspiration App**”) or website, as further set forth in the Online Services section below. Other products and services offered by us, such as through the Aspiration App, may have additional agreements or terms you may be required to accept. 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 Aspiration App.

## **1. Consent to Terms; Electronic Notices; Account Eligibility.**

- a.** By submitting an application and using the services provided by us described herein, you are agreeing to the terms and conditions of this Agreement, including the schedules, attachments and exhibits provided herewith, which may apply to various products, services and features accompanying the Account. The disclosures provided when the Account application was completed, additional disclosures provided to you that are applicable to additional products and services; periodic statements, user guides; our Privacy Policy; and any other disclosures or terms we provide are considered part of this Agreement. Continued use of the Account also means your ongoing agreement to this Agreement, by continuing to use this Agreement, you further agree to pay fees due and outstanding associated with the Account, including giving us the right to collect such fees directly from the balance of the Account. You are responsible for the accuracy and completeness of all information supplied to the Bank or Aspiration in connection with the Account and/or its services.
- b.** The Account is accessed through the Aspiration App and the Online Services. You are responsible for providing us with a correct and operational email address. You must promptly notify us of any change to your email, phone number or postal mailing address, or if you are unable to access the Account information through the Aspiration App. We will not be liable for any adverse effects to the Account as a result of undelivered mail or email or your inability to access Account information through the Aspiration App due to a failure to promptly notify us of a change to your email or postal mailing address. We are not responsible for any costs you incur to maintain internet access or an email account.
- c.** By providing us with your e-mail addresses, telephone numbers, and any successor or additional e-mail addresses, telephone numbers, you consent to receive e-mails, or telephone calls from us in connection with your accounts, including but not limited to, the offer of any products or services for such accounts.

**d.** To the extent you use e-mail to communicate with us, you agree that you will send all e-mails from an e-mail address designated by you for that purpose, and that, until you notify us of a change in that address, we may assume that all e-mails sent from that address have been sent by you. You should not transmit any personal or identifying information (such as account numbers, credit or debit card numbers, Social Security numbers, passport or Mastercard® numbers or passwords) via the Internet unless you are certain that the transmission will be secure and encrypted. We will send you all notices and other communications according to the contact information that you have provided, and you will be responsible for notifying us immediately of any changes in that information. All communications mailed, electronically transmitted or sent to you at the address provided by you for your Account will be deemed to have been delivered to you by us when sent. You waive all claims resulting from any failure to receive these Communications.

**e.** You agree to provide to us any information that we may reasonably request or require in order to comply with Applicable Law, including tax laws, or to reduce any tax that may be imposed on us and our investors. In addition, you agree to update such information if and when any such information is no longer true or correct and to provide any additional information required pursuant to any change in law, or the application or interpretation thereof.

**f. Account Eligibility.** This account is available to citizens and permanent residents of the fifty (50) United States and U.S. Territories (“**U.S.**”) who are at least 18 years of age with a valid Social Security number. You also must consent to electronic communications and agree to receive electronic, rather than paper statements. Accordingly, (i) you must keep us up-to-date with your valid email address and phone number; and (ii) you must agree to accept electronic delivery of all account communications (which can include periodic electronic statements as well as year-end tax forms).

**g.** By submitting an application and using the services provided by us described herein, you represent and warrant to us that: (i) you are at least 18 years of age; (ii) you are a U.S. citizen or permanent resident of the U.S. (iii) you have provided us with an email address and a verifiable U.S. street address (not a P.O. Box) where you reside; (iv) the personal information that you provide to us in connection with the Account is true, correct and complete; (v) you will use this Account for personal, non-commercial use; and (vi) you received a copy of this Agreement and agree to be bound by and to comply with its terms.

## **2. Changes to Terms.**

We may amend or change the terms and conditions of this Agreement, or the terms and conditions related to any product offerings, at any time by posting the amended documents (including this Agreement) through the Online Services, and any such amendment shall be effective upon such posting, subject to regulatory or legal requirements that require advance notice. The current Agreement is available through the Aspiration App and through the Online Services. We will provide reasonable notice in writing or by any method permitted by law of an adverse change to this Agreement. However, if a change is made for security purposes, such change can be implemented without prior notice. When we change this Agreement, the updated version of this Agreement supersedes all prior versions and governs the Account. Your continued maintenance or use of the Account after the change, will be deemed acceptance of any change and you will be bound by it. If you do not agree with a change, you may close the Account as provided in this Agreement. Your

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

### **3. Mobile Services Terms.**

**a.** The Mobile Services provided hereunder are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from us. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

**b.** The Mobile Services are provided by us and not by any other third party. You are solely responsible for the content transmitted through the text messages sent by you to us. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

**c.** We may terminate the Mobile Services at any time, including if you or your Accounts are not eligible for any service; if we believe you are in breach of this Agreement, or in the event your mobile service terminates or lapses.

#### **d. Mobile Services and Text Messaging.**

- i. As used in this Agreement, "**Mobile Services**" means a service that allows you to use a mobile device (like an iPhone® or smartphone, sometimes also called a wireless device) to access the Online Services. "**Mobile Device**" means a device specified by us, not a personal computer, including a mobile phone or personal digital assistant (PDA) that has text messaging capabilities and/or is Internet (Web) enabled. "**Text Messaging**" or "**SMS**" means a process that allows you to send and receive messages from us related to your Accounts, of up to 160 characters each, using your mobile device.
- ii. Not all the Online Services are available when you use a mobile device, and Mobile Services and functionality available to you may vary based on the mobile device you use. For those Online Services available through your mobile device, the online Account services may use different terminology and appear in different formats when viewed through your mobile device. You may be required to follow different instructions to access online Account services through your mobile device. Processing of payment and transfer instructions may take longer through Mobile Services.
- iii. Your wireless provider's standard rates apply to Internet access, including messaging rates that apply to SMS usage. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access and messaging plans. Your wireless provider may impose Internet access, message, and/or charge limitations that are outside of our control, for using this service on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

- iv. You represent that you are the owner or authorized user of the mobile device you use to receive our Mobile Services service, and that you are authorized to approve the applicable charges. You agree that we may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. We may use the telephone or mobile phone number, email address, or other delivery location we have in our records for you or other such information as you may provide to us to contact you for Mobile Services. If you use Text Messaging, we will send you a message only once per request.
- v. We will not be liable for any delays or failures in your ability to access our Mobile Services or in your receipt of any text messages, as access and messaging are subject to effective transmission from your network provider and processing by your mobile device, as well as delays and interruptions in the Internet. Mobile Services including Text Messaging are provided on an AS IS, AS AVAILABLE basis.
- vi. You understand and agree that Mobile Services messages may not be encrypted and may contain personal or confidential information about you, such as your mobile phone number, your wireless providers name, and the date, time, and content of any Mobile Services messages including Account activity, balance, and status of your Accounts and other information that you or we may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the Mobile Services.
- vii. Your wireless provider and other service providers may also collect data from your Mobile Services usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We will only use the information you provide to us from your Mobile Services usage in connection with our online account service. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property.
- viii. When you complete forms online or otherwise provide us with information in connection with our Mobile Services, you agree to provide accurate, complete, and true information. We will not be responsible or liable for losses or damages arising from any disclosure of your account information to third parties or non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Mobile Services.
- ix. Our Mobile Services, as well as the content and materials you may receive or access through your use of our service, are proprietary to us, and are for your personal, noncommercial use only. You agree to not damage, impair, interfere with, or disrupt our online Account service or its functionality.
- x. You agree that if you are using our Mobile Services outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.
- xi. If you would like to enable a mobile wallet to use your Debit Card through your Mobile Device—for example, Apple Pay, Google Pay, or Samsung Pay—you may receive a call or text message from **61322** or **noreply@aspiration.com** to verify the request. You must

verify the request in the text message or call in order to proceed with enabling a mobile wallet.

- xii. Mobile Services are provided for your convenience and do not replace your monthly Account statement, which is the official record of your Account. Mobile Services, including instructions for payment, transfer, and other transactions, may be delayed, interrupted, or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider, or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to Mobile Services and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

#### **4. Opening an Account; General Account Information; Additional Terms.**

a. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an Account. When you apply for an Account, we will ask for your name, address, date of birth, social security number, phone number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. If we are not able to validate the identity or authenticity of the Account Owner, the Account may not be opened. We reserve the right to not open an Account for anyone at our sole discretion. We may also limit the number of Accounts that you have at our sole discretion.

b. We may use information from, and share information with, third parties consistent with our Privacy Policy, including conducting criminal background checks, obtaining reports concerning your credit standing and business conduct (and your spouse's if you live in a community property state) to help us determine if we should open an Account. Upon your written request, we will inform you whether we have obtained credit reports, and, if so, we will provide you with the name and address of the reporting agency that furnished the reports. You agree that, without notifying you, we may request a new credit report in connection with any review, extension, or renewal of the Account.

c. Prior to opening an Account, and at any time during which your Account is opened, we have a right to take reasonable steps to verify your employment and other information you have furnished to us. You further agree that Aspiration may submit information reflecting on your credit record to a credit reporting agency. You authorize Aspiration to share with its affiliates, and/or the Bank, credit bureau information, information contained in your application to open an Account, information obtained from third parties and similar information, or to use such information consistent with our Privacy Policy.

d. Your Account is a personal (non-commercial) demand deposit account, with a variety of services offered, including, but not limited to, point-of-sale debit transactions, check writing, bank transfer services and deposit and spend capability. **Additional terms and conditions may apply to such services. Such terms and conditions are provided herein or made available via the Aspiration App or the Online Services.**

- e. There is no minimum balance requirement to open an Account. If you decide to initiate the deposit through the Aspiration App, a minimum initial transfer amount of \$10 is required. However, if the transfer is initiated outside the Aspiration App, there is no minimum transfer amount.
- f. Aspiration Plus require a subscription fee that is billed monthly or annually at the option of the customer and can be canceled at any time, see **Schedule 1 (Fee Schedule)** for features and services that may incur a fee
- g. For information on requirements to earn interest on you Aspiration Account, see **Schedule 3 (Account Features and Disclosures)**
- h. You may access your Accounts by computer or mobile device using your assigned user ID and password by accessing the Online Services. You may use the Online Services to perform the following functions, as further set forth herein:
- Transfer funds between eligible accounts;
  - Obtain balance information on eligible accounts;
  - Review transactions on eligible accounts;
  - Stop payment requests;
  - Obtain copy of statement; and
  - Issue or order checks.

## 5. **Services Provided Affiliates.**

You agree that Aspiration may provide certain services to you for your Account held at the Bank with or through its affiliates. This Agreement is entered into by Aspiration on its own behalf and on behalf of its affiliates. All rights and limitations of liability and obligations of Aspiration in this Agreement are for the benefit of Aspiration and each of its present and future affiliates. You further agree and irrevocably appoint Aspiration with full power as your true and lawful attorney-in-fact, to the extent permitted by law, for the purpose of carrying out the provisions of this Agreement.

## 6. **Online Services.**

- a. This Agreement permits you to access certain services through Aspiration's website(s) and mobile application ("**Online Services**"). **You understand that Online Services may be governed by other terms and conditions, including, without limitation, the Schedules set forth herein, the Platform Policies, the User Terms, and our Privacy Policies**, all of which supplement this Agreement.
- b. You acknowledge and agree that we may monitor and record your use of its website and any communications between us and you that occur over the Internet or any other network, including telephone, cable and wireless networks, and that it may use the resulting information for internal purposes or as may be required by applicable laws . Any such monitoring and recording will be carried out consistent with Aspiration's Privacy Policy and the Bank's Privacy Policy.
- c. We are not responsible for any computer virus, problems or malfunctions resulting from a computer virus, or related problems that may be associated with accessing the Internet or the Online Services. We recommend that you routinely update your virus software, apply all security



patches for your operating system and install a firewall on your access device. We are not responsible for any errors or failures resulting from defects or malfunctions of the software associated with the Online Services. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR ACCESS DEVICE OR RELATED EQUIPMENT, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**d.** You authorize us to follow any instructions entered through the Online Services notwithstanding any dual or multiple signature requirement identified in documentation relating to your Account. You agree and intend that the authorization of transactions through the Online Services shall be considered the same as your written signature in authorizing us to perform any actions relating to the transactions requested. You also agree that use of your password is the agreed security procedure to access the Online Services and that such security procedure is commercially reasonable. You agree to keep your password confidential, to prevent unauthorized access to your Account, and to prevent unauthorized use of the Online Services. You agree not to give your password or make it available to any person or entity who is not authorized to access your Account for the purpose of performing the transactions contemplated by this Agreement or who intends or may use the Online Services for the purpose of accessing and compiling account data for such person's or entity's own commercial gain. You should change your password frequently. You understand that for security purposes, we may require you to periodically change your password used to access your Account. You are responsible for all transactions you initiate or authorize using the Online Services. If you allow any other person to use your password or the Online Services, you will have authorized that person to access your Account and you are responsible for all transactions that person initiates or authorizes in connection with your Account. Tell us AT ONCE if you believe that your password has been lost or stolen or that a Service Account has been or may be accessed without your authorization. You agree to take any reasonable actions requested by us to prevent unauthorized transactions to your Account. Notwithstanding anything to the contrary in this Agreement, you will be liable for any unauthorized use of the Online Services in these instances unless otherwise provided by Applicable Law or this Agreement, including any Supplements.

**e.** In addition to protecting your password and other Account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, etc. This information by itself or together with other Account information may allow unauthorized access to your Account. It is your responsibility to treat personal information with the same level of care as your Account information. You also are responsible for protecting and securing all information and data stored on your access device's hard drive or similar storage system.

**f.** Note that so long as we send communications to you at the physical or electronic address of record given on the application, or to any other address given to us by an authorized person, the communications are legally presumed to have been delivered, whether you actually receive them or not. In addition, confirmations and statements are legally presumed to be accurate unless you specifically tell us otherwise.

**g.** If you have not received a communication you expected, or if you have a question or believe you have found an error in any communication from us, telephone us immediately, then follow up with written confirmation.

**h.** You agree to notify us immediately if:

- You received confirmation of an order you did not place, or any similar conflicting report;
- There is any other type of discrepancy or suspicious or unexplained occurrence relating to your Account; or
- Your personal identification number (“PIN”) or access device is lost or stolen, or you believe someone has been using it without authorization.
- If any of these conditions occurs and you fail to notify us immediately, neither we nor any other Aspiration affiliate will be liable for any consequences. If you do immediately notify us, our liability is limited, as described in this Agreement.
- With any feature or service that is governed by a separate agreement (such as a debit card agreement), note that different policies concerning error resolution and liability may apply, as described in the separate agreement. If, through any error, you have received property that is not rightfully yours, you agree to notify us and return the property immediately.

## **7. Sweep Program.**

a. As part of your Account, we offer a Sweep Program through which the Bank automatically deposits, or “sweeps” Free Credit Balances (as defined below) in your Account into a program sweep bank partner (such program, the “Sweep Program”). “Free Balances” occur (i) when you deposit funds in your Account and such funds are not needed to satisfy a settling transaction; and (ii) upon receipt of dividend and interest payments. Under the current Sweep Program, Free Balances are swept into one or more banks whose deposits are insured by the Federal Deposit Insurance Corporation (“FDIC”).

b. **Additional information regarding the Sweep Program is included (i) through the Online Services; (ii) in the Account Features Disclosures and (iii) in the Insured Bank Deposit Program Disclosure Statement** which are included as part of this Agreement, and which you should carefully review.

c. The Bank will sweep your Free Credit Balances daily according to a sweep schedule determined by the Bank at its discretion. You understand that your Account statements will reflect all deposits and withdrawals into and from your Account. The Account statements are provided in lieu of separate confirmations of each transaction.

d. If you do not want to participate in the Sweep Program, then you must notify Aspiration to ensure that the Bank holds your Free Credit Balance. If you choose not to participate in the Sweep Program, you understand that you may not receive interest on some Free Credit Balances, and that you will not be eligible for any additional FDIC insurance coverage, as further set forth in the Insured Bank Deposit Program Disclosure Statement.

e. We will provide you advance notice of any change in the Sweep Program as may be required by applicable laws. Such changes may include adding additional options regarding how your Free Credit Balances may be swept (each, a “Sweep Option”) or eliminating the Sweep Program. If the Sweep Program is eliminated, you authorize the Bank to withdraw cash maintained in banks participating in the Sweep Program and to invest or place the proceeds in replacement banks, utilize additional Sweep Options that have become available or to hold the funds as a Free Balance.

f. We, our directors, officers, employees and agents will have no liability to you for lost income or otherwise, if we or a third party service provider fails to automatically invest Free Balances in accordance with this Agreement.

g. You authorize the Bank to withdraw funds in your Account in connection with the Sweep Program as needed to settle a transaction or to satisfy any other obligation to us or the Bank or otherwise as necessary to satisfy any of your obligations. You acknowledge that: (i) that the Sweep Program, or a particular Sweep Option, may have minimum balance requirements, investment and/or other requirements that are in effect at the time of investment; (ii) requirements related to the Sweep Program may be based on the balance in your Account, the Free Balance in your Account, the nature of your relationship with Aspiration and the Bank, and the services or account features you have requested (further information on which is available upon request). You also acknowledge that we may, in our sole discretion change the eligibility requirements for the Sweep Program, or a particular Sweep Option, upon notice to you.

h. Aspiration or its affiliates may receive fees in connection with the Sweep Program. No portion of any of these fees will reduce or offset the fees otherwise due by you to Aspiration or the Bank in connection with the Account unless required by law.

## **8. Aspiration Debit Card**

a. The Aspiration Mastercard® Debit Card ("**Aspiration Debit Card**" or "**Debit Card**") is available for all Accounts that have individual or joint registrations. On joint accounts, a co-owner may apply for an additional Debit Card in his or her own name. As an Account owner, you are responsible for all usage of these features.

b. The Aspiration Mastercard® Debit Card is governed by the Debit Card Agreement and Disclosure Statement, ("**Debit Card Agreement**") which is part of these terms and conditions. ***Additional information regarding the Debit Card is included in the Debit Card Agreement***, which is included as part of this Agreement, and which you should carefully review. It is your responsibility to understand the terms of this agreement before you begin using the feature. It is also your responsibility to advise any other cardholders on your Account that the Debit Card Agreement will apply to them.

c. Total debit card transactions are limited to your available balance. Debit Card purchase and transaction limits may apply and are outlined in **Schedule 2 (Funds Availability, Transaction Limits and EFT Disclosures)** and **Schedule 5 (Debit Card Agreement)** included herewith.

d. Note that on any Account, we typically reduce your available balance at the time you make a Debit Card transaction, rather than waiting for the transaction to be posted to your Account.

e. Aspiration currently covers the annual fee for the Debit Card. This Debit Card is issued by the Bank, With the Debit Card, you can make withdrawals from any ATM displaying the Mastercard®, Interlink®, Maestro® or Cirrus® logos or make purchases wherever Mastercard® is accepted,

pursuant to the terms and conditions, and related fees, as set forth in the Debit Card Agreement. All fees are set forth in the **Schedule 1 (Fees)** included as part of this Agreement.

## **9. Checks.**

**a. Writing a Check.** Unlimited, free check writing is available through your Account. You can write a check for any amount up to the available balance in your Account. Checks must be written in U.S. dollars. Forms of checks that you purchase from a third party provider are subject to verification and may be dishonored.

**b. Electronic Presentment of Checks.** Your Account may be debited on the day that a check or other transaction is presented (or returned) directly or electronically for payment. Your Account may be charged or a hold placed on funds at an earlier time if notice that a check or other item deposited to your Account is being returned, or if notice is received that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection. Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that a hold may be placed on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

**c. Notations on Checks.** Any legal copy appearing on your checks (such as “Void after 60 days”) may be ignored. The decision to pay or not to pay a check is based on funds available in your Account and other factors. It may not be affected by any subsequent deposits to your Account. PLEASE NOTE: As checks you have written are presented for payment during the course of a business day, a hold may be placed on available funds in your Account for the amount of those checks resulting in a reduction in your available Account balance throughout that day. The held funds may be applied against processing of those checks or other transactions later that day. Checks are processed by automated means based on information encoded on the checks. As such checks may not be physically examined to determine if they are properly signed or completed. You agree that such a process may be relied upon and that it will be deemed an acceptable standard of care on our part.

**d. Post-Dated Checks.** A post-dated check is one which bears a date later than the date on which the check is written. You agree not to write post-dated checks. If you do, such check may be returned to you or it may or may not be paid on the day it is presented.

**e. Stale-Dated Checks.** You agree that a check which is presented to us for payment more than six months after its date (a “stale-dated” check) may be paid or rejected even if the presentment occurs after the expiration of a stop payment order. The date on checks presented for payment are not necessarily reviewed. You agree that stale dated checks may be honored and no permission is necessary to pay them. To make sure that a check will not be paid, you should place a stop payment order on the check.

**f. Stop Payment Orders for Checks.** Any signer on the Account can instruct us to stop payment on a check that has not been paid by issuing a stop payment order by contacting Aspiration at 800-683-8529 or by email at support@aspiration.com. For information about stopping payment on an automatic withdrawal or payment from your Account via the Automated Clearing House (“ACH”),

please refer to the Electronic Funds Transfer Disclosures as a supplement to this Agreement. A stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay the item. Payment cannot be stopped on a check that has already been paid or that is in the process of being paid. At the time that you place a stop payment order, a check may have already been paid or is in the process of being paid. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order. You agree to indemnify all parties against any claim or loss resulting from honoring your stop payment request. When you place a stop payment on a check, a stop payment fee may apply. When you place a stop payment order on a check and believe that the check may be converted to an electronic transaction (ACH), you should also place a second stop payment as an ACH. There is no fee for the second stop payment.

**g. Contents of Stop Payment Order.** You will need to accurately provide:

- i. Your Account number;
- ii. The date of the check;
- iii. The check number;
- iv. The exact amount (dollars and cents) of the check; and  
The payee's name.

Some or all of the information may be used to identify a check. If the information is not exactly correct, the stop payment may not be effective.

**h. Effective Period of Stop Payment Order: Renewal.** A stop payment order on a check will stay in effect for six (6) months from the date we accept the stop payment order, unless you instruct us to cancel it or to renew it, provided that we have not already returned the check. The order may be renewed for additional six (6) month periods. Your instructions to remove or renew a stop payment order must be received 14 days in advance of the original stop payment request expiry date.

**i. Payment over Valid Stop Payment Order.** If you believe that we have paid a check over a valid stop payment order, you may be required to provide us with evidence of our acceptance of a valid stop payment order and an affidavit describing in detail your loss resulting from the payment of the check; and, if applicable, further describing in detail your dispute with the payee. If it is subsequently determined that you were indebted to the payee for the exact amount of the check or less, you agree that we will have the right to debit your Account for the amount of the indebtedness.

**j. Replacement Check.** If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful if you write the word "replacement" on it so it is not mistaken for the original check.

**k. Substitute Checks.**

*i. What Is a Substitute Check?*

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This

is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

*ii. What Are My Rights Regarding Substitute Checks?*

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund plus interest within 10 business days after we received your claim and the remainder of your refund plus interest not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

*iii. How Do I Make a Claim for a Refund?*

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at **800-683-8529** or by email at **support@aspiration.com**. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and the following information to help us identify the substitute check:
  - Amount of your loss;
  - Explanation as to why the original check is needed to determine the validity of the amount charged to your Account;

- Check number;
- Name of the person to whom you wrote the check;
- Amount of the check.

## **10. Deposits.**

**a.** Deposits to your Account may only be made in U.S. dollars and via the deposit methods set forth in **Schedule 2 (Funds Availability, Transaction Limits and EFT Disclosures)** included herewith. All deposits will be deemed made only when they are received. Deposits made by ACH are subject to the National Automated Clearing House Association (“**NACHA**”) Operating Rules (collectively, the “**ACH Rules**”). Before final settlement of any deposit, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item. The right to refuse, return or limit any deposit to your Account is reserved and maximum dollar limits for Account principal balances and Account transactions may be established or enforced in our sole discretion. Subject to the limitations in this agreement, you may choose to make deposits into your Account at any time. The funding mechanisms may be unavailable or delayed from time to time due to risk-based restrictions, scheduled maintenance, changes to our services, unforeseen circumstances, or outages. We will give you reasonable notice if your access to feature changes or is no longer available to you. The recipient’s name on any deposits we receive for your Account must match the name of the Account owner. Deposits received from an account with a name other than the name registered to the Account may be returned to the originator.

**b. Endorsements.** You warrant that all endorsements for any item you present for deposit are genuine. Missing endorsements for any item accepted for deposit may be supplemented. Checks that are not properly endorsed or that are not made payable to you will be returned. Each owner of a joint account authorizes each other owner of the joint account to endorse any item payable to any one, some, or all of you or your order for deposit to your joint account. To ensure that your check is processed without delay, you must endorse it (sign it on the back) within 1 and 1/2 inches of the trailing edge of the check. We are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. The trailing edge is the left side of the check (when looking at it from the front). You agree to indemnify us, defend us, and hold us harmless from and against, and reimburse us for, any loss we incur because of your endorsement or any other information on the reverse side of your check caused our endorsement on the check to be illegible and delayed the processing of the check. The preceding indemnification will survive termination of your Account(s).

**c. Direct Deposits.** You may arrange to have direct deposits that are payable to you (for example, payroll, pension, dividend, Social Security, state or federal benefits or tax refund payments), made to your Account. If, in connection with a governmental direct deposit program, we deposit any amount in your Account that should have been returned to the 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 to you, in addition to any other remedy we are entitled to under law to recover from you the amount of our liability to the government. The recipient’s name on any deposits we receive for your Account must match the name of the Account owner. Deposits received from an account with a name other than the name

registered to the Account may be returned to the originator. You agree not to initiate any deposits through the Account that would violate the laws of the United States.

**d. Deposit via Wire Transfer.** If you arrange for a wire transfer to be directed to the Account, you are responsible for ensuring that such wire is initiated properly, addressed properly to your Account and bears appropriate wire instructions in exactly the form required for identification of you and your Account. You understand that any erroneous, mismatched or incomplete identifying information on an incoming wire transfer may result in such wire being rejected, lost, posted to an incorrect Account or returned to the originating bank without notice to you.

**e. Reconstructing Lost, Missing or Destroyed Deposits.** When you cash or deposit a check or other item with us, we act as your agent to collect the item. You assume the risk of loss for deposited items that are lost, missing, or destroyed during the processing and collection of the item(s). We may reverse any credit given and any interest earned or accrued for such a deposited item, and we may recover the amount of any funds disbursed for any such cashed item from any Account you maintain with us. You agree to cooperate fully with us to reconstruct such a deposited item by promptly:

- Providing us with a copy of the front and back of the deposited item from your or the issuer's records;
- Asking the issuer of the item to place a stop payment on it (at our expense) and to issue a replacement item to you (if the deposited item has not been paid); and
- Reviewing your records and other information to obtain the issuer's identity and any other information about the deposited item.

If you fail to cooperate with us to reconstruct the deposit, we may adjust any credit made to your Account for the deposited item.

**f. Our Right to Refuse Deposits.** We may, at our discretion, refuse to accept funds for deposit to your Account for any reason. We will, to the extent practical, try to facilitate your transaction by the best means available, including sending the item for collection or forwarding the item to the appropriate processing area. Your Account will not be credited until collection or processing is completed.

**g. Deposit Reconciliation.** It is our policy to investigate and resolve any deposit discrepancies in the amount of \$1.01 and over. Any errors in calculation will result in a debit or credit to the customer, as applicable. Discrepancies in the amount of \$1.00 or under will not be investigated and the customer's listed deposit amount will stand. Exceptions to this rule occur if the difference involves a cash discrepancy, at which time the deposit will be flagged for follow-up by Aspiration for the following business Day.

**h. Mobile Deposit**

i. The Mobile Deposit Service allows you to make deposits of the electronic image of a check or Substitute Check (each an "Item") to your eligible Accounts by capturing an electronic image of the item with a capture device (such as a camera) on your Mobile Device and submitting images and associated information to us for processing. All terms and conditions of the Mobile Services provided above apply to the Mobile Deposit Service.

ii. *Eligible Items.* You agree:



- to deposit only images that originated as paper checks, and no third-party or electronic checks may be deposited using the Mobile Deposit Service;
  - to implement and maintain security measures, including firewall protection, in compliance with your obligations under these End User Terms;
  - to keep your email address updated within Aspiration’s online account services;
  - to properly endorse all items using the Mobile Deposit Service as stated herein;
  - not to deposit items into your account unless you have authority to do so;
  - after you submit an item for deposit using the Mobile Deposit Service you will not redeposit, otherwise transfer, or negotiate the original item;
  - after you submit an item for deposit you are solely responsible for the storage or destruction of the original item as further provided below;
  - the electronic image of the item will become the legal representation of the item for all purposes;
  - any image we receive accurately and legibly represents all of the information on the front and back sides of the original item as originally drawn; and
  - to promptly provide us with a written notice of any claim you receive regarding the Mobile Deposit Service.
- iii. *Restrictions and Limitations.* You agree you will not use the Mobile Deposit Service to deposit any of the following Items:
- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
  - Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
  - Checks payable jointly, unless deposited into an account in the name of all payees.
  - Checks previously converted to a substitute check, as defined in Reg. CC.
  - Checks drawn on a financial institution located outside the United States.
  - Checks that are remotely created checks, as defined in Reg. CC.
  - Checks not payable in United States currency.
  - Checks dated more than six (6) months prior to the date of deposit.
  - Checks or items prohibited by Aspiration’s current procedures relating to Mobile Deposit Service or which are otherwise not acceptable under the terms of your Account.
  - Checks payable on sight or payable through drafts.
  - Checks with any endorsement on the back other than that specified in the Customer Account Agreement or this Addendum.
  - Checks that have previously been submitted through Mobile Deposit Service or through a mobile deposit capture service offered at any other financial institution.
- iv. *Contact.* Aspiration will notify you via the email address that you provided through your online account. You agree that this email address is up to date and a valid email address to

contact you. You may change this email address by logging into your online account and going to the Customer Service page. We will notify you by email after a deposit has been received, approved, and/or declined. We may also contact you by this email address if necessary to resolve any deposit disputes.

- v. *Image Quality.* The image of an item transmitted using the Mobile Deposit Service must be legible and clear. It must not be altered. It must capture all pertinent information from the front and back of the item. Image quality must comply with industry requirements established and updated by the ANSI, Federal Reserve Board, and any other regulatory agency. You authorize us to convert items to IRDs or transmit them as an image. If the electronic files and/or images transmit to us with respect to any item do not comply with our requirements for content and/or format, we may, in our sole discretion:
  - further transmit the item and data in the form received from you;
  - repair or attempt to repair the item or data and then further transmit it;
  - process the item as photocopies in lieu of originals;
  - return the data and item to you unprocessed and charge back your Account.
- vi. *Endorsement.* You agree to properly endorse all items captured and submitted using the Mobile Deposit Service. This includes a signature(s) from the named payee(s). You are also required to include "For Mobile Deposit Only at Aspiration" in your endorsement to help prevent a duplicate deposit being made.
- vii. *Processing Time; Availability of Funds; Limits.* We may return or refuse to accept all or any part of your Mobile Deposit at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned. Images of items transmitted by you are not considered received by us until you receive an electronic confirmation of the receipt of the deposit from us. Receipt of the confirmation from us does not mean that the transmission was error-free or complete; you may still receive a declined deposit email if the deposit is outside our guidelines. Once items have been approved through the Mobile Deposit Service, they are subject to our policies with respect to availability of funds and transaction limits, as set forth in **Schedule 2 (Funds Availability, Transaction Limits and EFT Disclosures)**.
- viii. *Disposal of Transmitted Items.* You are responsible for retaining each original item in a safe and secure environment in accordance with applicable laws as in effect from time to time. You will store the original items and take appropriate measures to ensure they are not deposited a second time. You will promptly (but in any event within seven (7) business days) provide any retained original item to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any item or as we otherwise deem necessary. After forty-five (45) days following transmittal to us and receipt of a confirmation from us that the image of the item has been received, you agree to mark the item as "VOID" and properly dispose of it to ensure it is not presented for deposit again.
- ix. The Mobile Deposit Service is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. The Mobile Deposit Service may be delayed, interrupted, or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays,

interruptions, or negative impacts to the Mobile Deposit Service and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

## **11. Withdrawals and Disbursements.**

**a.** Withdrawals and disbursements may be made in U.S. dollars and via the withdrawal and disbursement methods set forth in **Schedule 2 (Funds Availability, Transaction Limits and EFT Disclosures)** and **Schedule 5 (Debit Card Agreement)** included herewith.

**b. Electronic Funds Transfers.** By sending us an EFT request (whether by telephone, electronically or in writing), you authorize us to initiate such EFT on your behalf and to transmit payment instructions to the applicable bank. In our sole discretion, we may agree to accept a written instruction to initiate an EFT from your Account. We may refuse any withdrawal request that you attempt on forms not approved by us or by any method we do not specifically permit, or 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. Electronic funds transfers are normally completed within three (3) business days of your request. Information regarding your liability for EFTs and stop payment procedures for EFTs are more fully set out in **Schedule 2 (Funds Availability, Transaction Limits and EFT Disclosures)**.

**c. Wire Disbursements.** By sending us a wire disbursement request (whether by telephone, electronically or in writing), you authorize us to initiate such wire transfer disbursement on your behalf and to transmit payment instructions to the applicable bank. You agree that we will not be liable for any loss, liability, cost, or expense for acting upon all such instructions believed to be genuine if we employ reasonable procedures to prevent unauthorized transactions. You agree that this authorization may only be revoked by written notice to us in such time and manner as to afford us a reasonable opportunity to act upon it. When you request a funds transfer, you authorize us to debit your Account for the amount of the transfer and you also authorize us to charge your Account any applicable service fees in accordance with the fee schedule in effect at the time of your request. For a summary of all applicable fees, please see **Schedule 1 (Fees)**. Funds availability for a wire transfer disbursement is set forth in the Funds Availability Policy included herewith. Aspiration may reject any wire transfer disbursement request. It is your responsibility to ensure that your instructions are accurate before requesting that Aspiration initiate a wire transfer disbursement. A wire disbursement request cannot be amended or canceled after Aspiration receives it. Aspiration, in its discretion, may attempt to abide by a subsequent request for a change, but it is not obligated to do so. Should you provide an incorrect Account number and/or beneficiary institution identifier, you understand that any losses resulting from the funds being credited to the wrong Account will be your responsibility.

### **d. Pre Authorized Transactions.**

- (i) *Right to stop payment and procedure for doing so.* If you have told us in advance to make payments out of your Account, you can stop any of these payments. Here's how: Call us at **800-683-8529** or write us at **support@aspiration.com** 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 fourteen (14) days after you call.

- (ii) *Notice of varying amounts.* If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- (iii) *Notice of date change.* If the person you are going to pay changes the scheduled due date of pre authorized payment, that person should provide you at least seven (7) calendar days' notice.
- (iv) *Liability for failure to stop payment of preauthorized transfer.* If you order us to stop one (1) 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.

**e. Reliance by Aspiration.** We will rely on the information you provide in making a funds transfer, including EFT, wire transfers or checks, on your behalf. It is your responsibility to provide us with accurate information regarding that transfer, including the account number of the beneficiary of the funds transfer and the identifying the beneficiary institution; payment will be processed based on the number(s) provided by you. For international transfers, you may be required to provide information regarding the currency in which the beneficiary account is maintained. You understand and acknowledge that Aspiration will rely on this information in executing your request in accordance with the provisions set forth in the "Currency of Transfer" paragraph below.

**f. Security Procedures.** When you place an order for a funds transfer, we will follow a security procedure established for your protection and ours to verify that the transfer has been properly authorized. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction or to prevent duplicate transfers. The procedure depends on the means by which you provide instructions to us. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of instructions by placing a call to any authorized signer on your account. By placing a transfer order, you agree to our use of the applicable security procedure. You agree to be bound by any funds transfer request that we receive and verify in accordance with the security procedure outlined above.

**g. Transfer to a Beneficiary Bank.** To the extent Article 4A of the Uniform Commercial Code – Fund Transfers, as adopted by the state in which you have your Account with us, applies to any transactions through your Account, you acknowledge that, if you originate a funds transfer and you identify any name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account together than the one named. You agree to be bound by the ACH Rules. To the extent Article 4A of the UCC applies, such rules require that payments made to you, or

originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an Account by wire or ACH, we are not required to give you any notice of the payment order or credit.

**h. Currency of Transfer.** Funds transfers to beneficiaries within the United States are made only in U.S. dollars. For international transfers, we may ask you to indicate the currency in which the beneficiary account is held. If you indicate that the account is held in U.S. dollars, your transfer must be made in U.S. dollars. You understand that we have the right to rely on your statement as to the currency of the beneficiary account and that it will not be responsible for any error in the information it provides you concerning the applicable exchange rate and the amount of funds to be received by the beneficiary should your statement be incorrect and a currency conversion occurs after we send your transfer. For transfers in foreign currency, we will convert your U.S. dollar payment to the foreign currency selected by you at our exchange rate in effect at that time for similar transactions. The exchange rate includes a commission to us for exchanging the currency, as set forth in the **Schedule 1 (Fees)** included herewith. Information regarding the applicable exchange rate will be provided to you at the time you initiate the transfer request. In addition, in the case of transfers into your account which are sent in foreign currencies, we will convert the funds into U.S. dollars at our current conversion rate. Our conversion rate for both outgoing and incoming foreign fund transfers may include a commission for the conversion service.

**i. Declined or Reversed Transactions.** We reserve the right to reject your funds transfer request. We may reject your request if (i) you have insufficient available funds in your Account for the amount of the transfer and any applicable transfer fees; (ii) the information you provide in connection with that transfer is incomplete or unclear, (iii) we are unable to confirm the identity or authority of the person requesting the transfer, (iv) we identify a security or fraud risk involving the transaction, (v) we have reason to believe there has been an unauthorized use of your Account, (vi) we believe that your use of funds could expose us to increased risk, or (vii) as otherwise stated in these terms. In the event we reject your request for a funds transfer, we will notify you at the time you request the transfer or as soon thereafter as we determine to reject the transfer request.

**j. Losses from Delays or Cancellations.** All funds transfers may be reviewed by us for fraud and security reasons, and for other reasons as set forth herein. We are not responsible for any losses or damages that may result from our delay or cancellation of a transfer, or for any failure to notify you of such delay or cancellation.

**k. Insufficient Funds.** You may not make any withdrawal or initiate any disbursement that would exceed the available funds in your Account. Available funds include your cash balance less holds. We will not be liable for dishonoring any withdrawals that would exceed the available funds in your Account. Refer to the Funds Availability Policy supplement to this Agreement for details. If we receive a withdrawal request, automatic transfer, EFT, or other item drawn on your Account and there are insufficient available funds in the Account to pay the item, we will return the item unpaid. If your Account has insufficient available funds to pay all items presented for payment on a particular day, we may choose to honor withdrawals in the order they are received by us or in any other order we choose (including, for example, according to the dollar amount and/or the type of a withdrawal request), unless the order of payment is specifically mandated by law.

**I. Our Liability for Failure to Complete Transactions.** If we do not complete a funds transfer request to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages, except as set forth in this Agreement. However, in some instances, we may refuse a request for a withdrawal or transfer from an Account. The following list includes, but is not limited to, the most common reasons we might refuse such requests:

- If the funds you wish to withdraw are not yet available; (See **Schedule 2 Funds Availability, Transaction Limits and EFT Disclosures**);
  - If there are insufficient funds in your Account;
  - If you use a type of check not acceptable to us;
  - If the funds you wish to withdraw are being held due to cashing of a third-party check against the Account or for any other reason;
  - If the withdrawal would consist of money owed to us;
  - If the withdrawal you are requesting is of the type that is limited by federal regulations, and you have already reached the applicable limit;
  - If it would violate any guideline, rule, policy, or regulation of our Bank partners, our own compliance programs, any government authority or funds transfer system;
  - If, in the case of a joint account, any Account signer gives us written instructions not to permit a withdrawal;
  - If the Account is pledged as collateral for a loan;
  - If an Account owner has died and we have not received all documents required to release funds in the Account;
  - If we have been ordered by a court or other legal process not to permit the withdrawal;
  - If you do not present us with appropriate identification or any other information that we may require;
  - If we are aware of any dispute relating to the Account or funds in the account;
  - If we have some suspicion of fraud, irregularity, or illegality;
  - If we believe that the signature on a check or item drawn on your Account and presented for payment does not appear similar to that appearing in our records;
  - If there are any processing errors that are outside of our control; or
  - If we are otherwise required to do so by Bank or applicable law.

**m. Your Responsibility Regarding Your Account: Charges to Your Account.**

You assume full financial responsibility with respect to all transactions executed for your Account. Except as required under applicable law, any payment you are required to make to us under this Agreement shall be made without withholding or deducting any taxes, levies, imposts, duties, charges, assessments or fees of any nature, including interest, penalties and additions thereto. If any such amounts are required to be withheld or deducted by Applicable Law in any local jurisdiction,

you shall pay such additional amounts as necessary to ensure that the net amount received by us is equal to the amount that we would have received had no such withholding or deduction been required. You agree to promptly pay all charges associated with your Account (including without limitation transfer fees, bank transaction fees, custodial fees, processing fees resulting from legal or other proceedings, and interest charges) in accordance with our then-applicable fee schedule for your account and to satisfy any applicable federal, state, and local excise taxes. You authorize us to automatically debit your Account in payment of any charges posted to your Account.

You agree not to violate the laws of the U.S., including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use your Account or any Account-related service to conduct any activity that would violate this Agreement, applicable laws, rules or regulations, including any gambling activities. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.

## **12. Questions and Error Resolution.**

**a.** Contact us at: **800-683-8529** or **support@aspiration.com** as soon as you can if you think that any information on your Account 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 sixty (60) calendar days after we send you the FIRST Account statement on which the problem or error appeared. Your correspondence should include:

- Your name and Account number;
- Description of the error or the transfer , and explanation of the error or request for more information;
- The dollar amount of the suspected error.

**b.** If you tell us verbally, we may require that you send us the above information in writing within ten (10) business days. We will determine whether an error occurred within ten (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 forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (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 ten (10) business days, we may not credit your Account.

**c.** For errors involving transactions outside the U.S. or for certain Debit Card transactions (as further set forth in the Debit Card Agreement) we may take up to ninety (90) calendar days to investigate your complaint or question. For new Accounts that have been open for 30 days or less, we may take up to ninety calendar days to investigate or complaint or question, and up to twenty (20) business days to credit your new Account for the amount you think is in error.

**d.** We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation. If there was no error, any temporary credit that may have been made to your Account will be reversed.

### **13. Right of Setoff.**

Subject to applicable laws, we may exercise our right of setoff against any or all of your Accounts without notice, for any liability or debt of any of you, whether joint or individual, direct or contingent, now or hereafter existing, and whether arising from our fees or charges, overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations unless prohibited by law. If an account is a joint account, each joint or Account owner authorizes us to exercise our right of setoff against any and all accounts of each Account owner.

### **14. Account Statements.**

a. You agree that the electronic notice that we send to the email address that you provide us which advises you of the availability of your statement will constitute your receipt of the statement itself, and we are not required to provide you with regular paper statements through the mail. You may revoke your consent to receive your statements electronically at any time by e-mailing customer support at **support@aspiration.com** contacting us at **1-800-683-8529**. You will resume receiving statements and other communications related to your Account separately within thirty (30) days of our receiving your notice of revocation. You can request paper copies of any statements that you had previously agreed to receive only electronically, but there may be a service fee associated with sending you those copies. In such case, we may mail you notification or statements, related to your Account in one envelope with the statements, and other communications related to the Account of others who live at your address.

b. Electronic statements are available to view and print from the Aspiration App or at [www.aspiration.com](http://www.aspiration.com). Account statements are presumed to be correct. However, you should carefully review your statements each statement period and notify us of any errors within sixty (60) days of your statement becoming available. You also have a right to obtain a sixty (60) day history your Account transactions by calling us at **800-683-8529**, sending us an email at **support@aspiration.com**. You will not automatically receive paper statements.

c. As an owner of the Account, you are responsible for monitoring the Account. This includes making sure that you are receiving Account statements, and any other expected communications. It also includes reviewing these documents to see that information about the Account is accurate and contains nothing suspicious. Note that so long as we send communications to you at the electronic or physical address of record given on the application, or to any other address given to us by an authorized person, the communications are legally presumed to have been delivered, whether you actually received them or not. In addition, confirmations and statements are legally presumed to be accurate unless you specifically tell us otherwise.

d. If you have not received a communication that you expected, or if you have a question or have found an error in any communication from us, telephone us immediately at **800-683-8529**, then follow up with email confirmation at **support@aspiration.com**. You agree to notify us immediately if: (i) there is any other type of discrepancy or suspicious or unexplained occurrence relating to the Account; or (ii) your password or access device is lost or stolen, or you believe someone has been using it without authorization. If any of these conditions occurs and you fail to notify us immediately, we will be liable for any consequences. If you do immediately notify us, our liability is limited as described in this agreement.



**15. Conflicts of Interest.**

Aspiration receives compensation based on the amount of deposits in the Sweep Program, and receives bank interchange fees. The fees vary according to the type of product or service and may be higher for certain products or services. The present and future activities of Aspiration may give rise to additional conflicts of interest with you. You acknowledge that you understand the risks and conflicts of interest disclosures referred to above

**16. Nondisclosure of Confidential and Material, Nonpublic Information.**

We provides a variety of services to our customers. In connection with providing these services, we may, from time to time, come into possession of confidential and material, nonpublic information. We are prohibited from improperly disclosing or using such information for our own benefit or for the benefit of any other person, regardless of whether such other person is our customer. We maintain and enforce written policies and procedures that prohibit the communication of such information to persons who do not have a legitimate need to know such information and to assure that we meet our obligations to customers and remain in compliance with Applicable Law. You understand and agree that these policies and procedures are necessary and appropriate and recognize that, in certain circumstances, we will have knowledge of certain confidential or material, nonpublic information but that we will be prohibited from communicating such information to you or using it for your benefit.

**17. Bankruptcy, Insolvency, Reorganization, Dissolution, Incompetency and Death.**

a. You agree to promptly give us written notice in the event of your bankruptcy or insolvency. If you are a natural person, you agree that your guardian, or the trusted contact listed on your account, will give us written notice of your incompetency and that your estate will give us written notice of your death. If your Account is a joint account with two or more owners, each person indicated in the title to the Account who executes this Agreement (referred to below as a "joint owner") agrees to give written notice to us in the event of bankruptcy, insolvency, reorganization, incompetency, or death of any other joint owner.

b. We may, before or after receiving notice of any of the conditions described in the preceding paragraph, commence any proceedings, require any documents, retain any portion of or restrict transactions in the Account or demand immediate repayment of any amounts owed to us to protect us against any potential tax, liability, penalty, expense or loss. The person subject to the condition and the remaining joint owners, as well as the estate of any deceased joint owner and each surviving joint owner will be liable, jointly and severally, to us for: (i) any tax, liability, penalty, expense or loss in the Account resulting from the completion of transactions initiated prior to our receipt of a written notice of the condition, and (ii) any tax, liability, penalty, expense or loss incurred in the liquidation of the Account or the adjustment of the interests of the joint owners, and (c) any other obligations owing with respect to the Account.

c. If your Account is a joint account with two or more owners, then any tax, liability, penalty, expense or loss becoming a lien against or payable out of the Account as the result of any of the conditions described above or through the exercise of any power by a trustee or the representatives

of an estate, will be chargeable against the interest of the remaining joint owners or surviving joint owners as well as the interest of the estate and the beneficiaries of the estate.

**18. Termination of Account; Dormant Accounts; Escheatment.**

a. You may close your Account at any time by e-mailing us at support@aspiration.com or calling us at 800-683-8529. If permitted, you may terminate any optional features of your Account in the same manner. Your termination of this Agreement and closing of our Account will not affect any of our rights or your obligations arising under this Agreement prior to termination. After the Account is closed, we have no obligation to accept deposits or pay outstanding items, but may do so at our discretion. You agree to hold us harmless for honoring or refusing to honor any item or transaction presented for payment after an Account is closed, including with respect to your accompanying Debit Card. You remain responsible for such items and transactions, which may be treated as overdrafts.

b. Without limiting any other right or remedy that we may have under this Agreement or otherwise, we may suspend or close your Account for any reason with or without notice if we, at any time, believe that your use of your Account is in violation of this Agreement or applicable laws or otherwise presents an undue risk to us. We may also suspend or close your Account if we believe that there has been unauthorized use of your Account.

c. In addition to the other termination rights set forth herein, this Agreement may be terminated with or without cause upon thirty (30) days written notice by either party to the other (unless the parties mutually agree to any shorter period of notice).

d. We may terminate any features of your Account at any time, with or without notice to you, . We may change the functionality or features of the Account at any time. Termination of the Account or of any feature will be effective immediately or at a later time if so specified in the applicable supplement, except that the relevant parts of the Agreement and of any applicable supplement will remain in effect with respect to all transactions and other obligations then outstanding. If your Account is closed, terminated or cancelled for any reason, any remaining balance will be returned to you (less any amounts owed to us) at your address of record.

e. We may close accounts with zero balances or lower upon notice to you. You will remain responsible for all charges, debit items, or other transactions you initiated or authorized, whether arising before or after termination. A final disbursement of assets from the Account may be delayed until any remaining issues have been resolved.

f. If your Account has a balance of less than \$100 and no account activity has occurred for a 6-month period, you authorize us to close the account upon prior notice to you, and return any remaining balance to you (less any amounts owed to us) at your address of record. If your Account is inactive for such time, we may assess an inactive account charge, as applicable, unless prohibited by law, as set forth in **Schedule 1 (Fees)** included herewith. The Account will also remain subject to other applicable service fees and charges, as set forth in **Schedule 1 (Fees)**.

g. The Account is intended for residents of the U.S. We may immediately, without prior notice, close your Account if you move to a foreign jurisdiction.

h. If your Account remains inactive, dormant or unclaimed for a period of time specified by applicable law, we must deliver your account funds to the State where the primary Account owner resides, under a process known as escheatment. If we cannot identify such State, the funds may be

escheated to the State of Delaware. Upon delivery of the funds to the State, your Account will be closed. To recover these funds, you must file a claim with the State to which the funds were remitted. If we are required to mail you an escheat notice, we may charge a fee.

**19. Joint Ownership; Power and Authority.**

a. If this is a joint Account, unless you notify Aspiration otherwise and provide such documentation as we require, your Account shall be held by you jointly with rights of survivorship, except where prohibited by applicable laws. Each owner of a joint account is jointly and severally liable for any obligations or liabilities resulting from one Account owner's actions. This means, among other things, that we may enforce this agreement against all Account owners or against any owner individually. You are responsible for verifying that the joint ownership is valid in your state

b. If your Account is a joint account with two or more owners, each joint owner agrees that each joint owner will have authority to act on behalf of all of the joint owners and to deal with us as fully and completely as if each was the sole owner of the Account, all without notice to the other joint owner(s). Notwithstanding the foregoing, each joint owner agrees that we may (i) require joint instruction from some or all of the joint owners before taking action under this Agreement; and (ii) if we receives instructions from any joint owner that are in conflict with instructions received from any other joint owner, comply with any of these instructions and/or advise each joint action as to any of these instructions until we receive instructions from any or all of the joint owners that are satisfactory to us. Notice provided by us to any joint owner will be deemed notice to all joint owners. Each joint owner will be jointly and severally liable for the Account.

c. **Powers of Attorney.** We are not required to recognize any power of attorney to act on an Account. We generally require that powers of attorney meet certain requirements under applicable State law before they will be recognized by us, including that the power be of a type that is recognized as "durable." We may require the attorney-in-fact to present the original power of attorney before he or she may conduct any transaction involving the Account. We may require the attorney-in-fact to sign an affidavit regarding the attorney-in-fact's right to act under the power. If we accept a power of attorney, we may continue to recognize the authority of the attorney-in-fact until we receive written notice of revocation or termination of the power of attorney and have had a reasonable time to act upon the notice. We reserve the right to restrict the types or amounts of transactions we will permit an attorney-in-fact to conduct on a case-by-case basis. A person acting under a power of attorney is not, by virtue of the power, an owner of the Account, and no funds in the account belong to the attorney-in-fact by reason of that capacity. The attorney-in-fact has no right of survivorship in the Account by virtue of that capacity.

**20. Indemnification; Limitation of Liability; Warranties.**

a. **Indemnification; Limitation of Liability.** Unless prohibited by law, you agree to indemnify, defend, and hold harmless us and our agents (including our affiliates, partners, directors, officers and employees) for any losses, liabilities, and expenses (including attorneys' reasonable fees) that we may incur in connection with your Account, including as a result of your violation of this Agreement, applicable law, or any third-party rights or as a result of your fraud or willful misconduct, except to

the extent that our negligence or misconduct caused the losses. We are not liable for special, indirect, or consequential damages, even if we have been advised of the possibility of such damages. We cannot guarantee the timely delivery or return of funds as a result of a failure of another financial institution to act in a timely manner. To the extent permitted by law, we shall not be liable for any expenses, losses, damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) (“Losses”) by or with respect to the Account or Online Services, except to the extent that such Losses are actual Losses proven with reasonable certainty, are not speculative, are proven to have been fairly within the contemplation of the parties as of the date hereof, and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from our gross negligence or willful misconduct and without limiting the generality of the foregoing, we will not be liable for any indirect, special, incidental or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable). In addition, we will not be liable for lost income or otherwise, if we do not provide the sweep services under the Sweep Program. Notwithstanding the foregoing, we reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

**b. No Warranties.** We are not responsible for the quality, safety, legality or any other aspect of any goods or services you purchase using your Account.

**21. Force Majeure.**

We shall not be liable for (i) force majeure or other events beyond our control, including without limitation any failure, default or delay in performance resulting from computer or other electronic or mechanical equipment failure, unauthorized access, theft, operator errors, government restrictions, strikes, failure of common carrier or utility systems, severe weather or breakdown in communications not reasonably within our control, or other causes commonly known as “acts of god”, whether or not any such cause was reasonably foreseeable.

**22. Insurance Coverage; Sweep Program Coverage.**

a. Deposit insurance protection covers funds on deposit in any Account maintained with the Bank. This insurance protection is provided by the FDIC, an agency of the United States government. The standard insurance amount provided by the FDIC is currently \$250,000 per depositor, for each account ownership category. If you have multiple accounts with the Bank, the account balances will be aggregated per account ownership category.

b. For more specific and detailed information pertaining to your FDIC insurance coverage, you should visit the FDIC web site at [www.fdic.gov](http://www.fdic.gov). This website has many helpful tools including deposit insurance brochures titled “Your Insured Deposits” and “Deposit Insurance at a Glance,” and an online Electronic Deposit Insurance Estimator. You may also contact the Federal Deposit Insurance Corporation by mail at Deposit Insurance Outreach, Division of Depositor and Consumer Protection, 550 17th Street N.W., Washington, D.C. 20429, or by telephone at 1-877-ASK-FDIC (1-877-275-3342).

c. **Sweep Program Coverage.** Free Balances in your Account that are swept in connection with

the Sweep Program may be insured by the FDIC for amounts that exceed the standard insurance amounts described herein. You should carefully review the Aspiration Insured Bank Deposit Program Disclosure Statement for more information about FDIC insurance coverage in connection with the Sweep Program.

d. WE ARE NOT RESPONSIBLE FOR MONITORING THE AMOUNT OF FUNDS IN YOUR ACCOUNT TO DETERMINE WHETHER IT EXCEEDS THE LIMIT OF THE FDIC INSURANCE THAT IS AVAILABLE TO YOU. YOU AGREE THAT YOU ARE RESPONSIBLE FOR MONITORING YOUR ACCOUNT TO DETERMINE YOUR FDIC INSURANCE COVERAGE LEVELS.

**23. Severability.**

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law or legal process, that determination will not affect the validity of the remaining provisions of this Agreement.

**24. Governing Law.**

This Agreement will be governed and interpreted by the laws of the State of Delaware without reference to the conflict of laws rules, except as superseded or pre-empted by applicable Federal law.

**25. Notices.**

All communication to you pursuant to this Agreement shall be sent to the email address that you have provided to us pursuant to this Agreement. Such communications shall be deemed given when delivered by e-mail from us to the e-mail address you have provided. Notice may be given to us by emailing support@aspiration.com.

**26. Survival.**

Any terms of this Agreement expressly stated to survive termination or that by their nature extend beyond its expiration shall survive the termination or expiration of this Agreement and continue according to their terms.

**27. Entire Agreement.**

This Agreement constitutes the entire Agreement between us relating to the matters contained herein and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. Any changes to this Agreement must be made as set forth herein..

**28. Waiver**

Our delay in enforcing our rights under this Agreement at any time for any period will not be construed as a waiver of such rights. Our express waiver of any provision of this Agreement will not constitute a waiver of any future obligation to comply with such provision.

**29. Successors and Assigns.**

You agree that this Agreement will, as applicable, be binding upon your heirs, personal representatives, successors, assigns and agents. This Agreement will inure to the benefit of Aspiration, Bank and its successors, assigns and agents. You may not assign your rights and obligations under this Agreement. Any unauthorized assignment will have no legal effect. We may assign any of its rights and obligations under this Agreement to any third party. We may also, in compliance with applicable law, move the balances underlying your Account to an alternative financial institution other than Bank, subject to providing you with at least thirty (30) days' notice. Upon receipt of such notice, you can either: (i) Accept (as defined below) the move by us (or our assignee) of the balances underlying your Account to the alternative financial institution (and associated closure of your existing Account) and Accept the required disclosures regarding your new account; or (ii) affirmatively object to the transfer of the balances underlying your Account to the alternative financial institution, which will result in your Account being closed and your funds being returned to you as set forth herein. If you do not affirmatively object to the transfer of the funds underlying your Account to the alternative financial institution within the notice period above, you will be deemed to have consented to the transfer. If you provide specific consent or do not affirmatively object to the transfer in response to the notice, we will (i) provide you with appropriate account disclosures from the alternative financial institution, (ii) provide you with a new debit card issued by the alternative financial institution which enables access to your new Account, (iii) cause the transfer of the funds underlying your Account to the new Account, and (d) close your Account at Bank, as provided above.

The terms "Accept" or "Acceptance" shall mean, with respect to you, (i) your approval to the transfer of the balance underlying your Account to the alternative financial institution and related closing of your current Account, and (ii) your approval of the alternative financial institution's terms and conditions to establish your new Account at the alternative financial institution. Your Acceptance may be indicated in any of the following ways: (a) you "accept" in an in-app pop-up in the platform or mobile application, or in an email to you, (b) you activate a physical or digital debit card linked to the new Account at the alternative financial institution, or (c) you fail to opt-out by email, by in-platform or in-app response to a notification, or by calling Customer Service within the notice period set forth above.

**30. No Third-Party Beneficiaries.**

Neither party intends for this Agreement to benefit any third party not expressly named in this Agreement.

**31. Jury Trial Waiver.**

**WE (INCLUDING BOTH BANK AND ASPIRATION) AND YOU 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, WE (INCLUDING BOTH BANK AND ASPIRATION) AND YOU KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR RELATIONSHIP WITH BANK OR ASPIRATION. THIS JURY TRAILER WAIVER SHALL NOT BE INTERPRETED AS MODIFIED IN**

**ANY FASHION THE BINDING ARBITRATION CLAUSE BELOW, IF APPLICABLE, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.**

**32. Binding Arbitration.**

Your Account is being made available by us on the basis of your acceptance of the following arbitration clause. By opening your Account, you acknowledge that you are giving up the right to litigate Claims if either party elects arbitration of the Claims pursuant to this clause, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.

## ARBITRATION NOTICE

**THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT MAY BE RESOLVED BY BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.**

**CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. YOU EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ARBITRATE A CLASS ACTION. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.**

Any claim, dispute, or controversy (“**Claim**”) arising out of or relating in any way to: (i) this Agreement; (ii) the Account; (iii) your acquisition of the Account; (iv) your use of the Account; (v) the amount of available funds in the Account; (vi) advertisements, promotions or oral or written statements related to the Account, as well as goods or services purchased with the Account; (vii) the benefits and services related to the Account; or (viii) transactions made using the Account, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. § 1-16). As in court, the arbitrator may impose sanctions on any represented party or counsel permitted under AAA Rules, Federal Rules of Civil Procedure 11(b), or any other applicable federal or state law.

We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE. NO ARBITRATOR SHALL HAVE THE AUTHORITY TO ISSUE ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN YOU INDIVIDUALLY.**

This arbitration provision shall survive: (i) the termination of the Agreement; (ii) the bankruptcy of any party; (iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity; or (iv) closing of the Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force, except that:

- If there is a final judicial determination (after all appeals) that the Class Action Waiver cannot be enforced as to a particular claim or request for relief, then that claim or request for relief will be decided by a court after all other claims and requests for relief are arbitrated. You acknowledge and agree that under no circumstances will a class action be arbitrated.



- 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 Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (that the determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in a court of competent jurisdiction after any individual claims are arbitrated. In such 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. You acknowledge and agree that under no circumstances will a claim for public injunctive relief be arbitrated.

**RIGHT TO OPT OUT.** IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, YOU MUST CONTACT US AT **800-683-8529** or **support@aspiration.com** WITHIN THIRTY (30) DAYS OF THE DATE ON WHICH YOU ELECTRONICALLY SIGN THIS AGREEMENT OR OPEN YOUR ACCOUNT. TO OPT OUT, YOU MUST SEND TO ASPIRATION YOUR NAME, MAILING ADDRESS, AND EMAIL ADDRESS, PHONE NUMBER, AND A STATEMENT SIGNED OR ELECTRONICALLY SIGNED BY YOU THAT YOU WANT TO OPT OUT OF ARBITRATION. OPTING OUT WILL NOT AFFECT THE OTHER PROVISIONS OF THIS AGREEMENT OR ANY OTHER AGREEMENT GOVERNING A PRODUCT OR SERVICE PROVIDED BY ASPIRATION OR BANK. IF YOU DO NOT OPT YOU, YOU WILL BE BOUND BY THIS ARBITRATION AGREEMENT, INCLUDING THE CLASS ACTION WAIVER.

# SCHEDULE 1

## FEE SCHEDULE

<u>Item</u>	<u>Fee</u>	<u>Additional Information</u>
<b>Annual Fee for Aspiration Debit Card</b>	\$0.00	
<b>Aspiration Plus</b>	\$7.99 per month or \$71.88 per year	<i>See Account Features Disclosures Schedule for more information regarding Aspiration Plus.</i>
<b>ATM Fees</b>	<p>ATM withdrawals outside of the Allpoint network are subject to fees.</p> <p>Aspiration Plus customers may receive one out-of-network ATM fee reimbursement per month.</p> <p>International ATM withdrawals are subject to foreign transaction fees, which are not reimbursed.</p> <p>ATM use is free and unlimited, at Allpoint ATMs only.</p> <p>Transaction amount caps may apply. ATMs not included in the Allpoint network are considered out of network and customers may be charged a fee from that third-party ATM provider. Allpoint ATMs can be found via our ATM Locator here.</p> <p>One percent (1%) foreign transaction fee is not waived when using foreign ATMs, which will be included in the amount charged to your account.</p>	
<b>ATM Balance Inquiry</b>	\$0.00	
<b>Customer Service Fee</b>	\$0.00	
<b>Abandoned Property</b>	\$0.00 (per account)	
<b>Deposited Item Reversal</b>	\$1.19	
<b>Dormant Account Fee</b>	\$0.00	
<b>Expedited Debit Card (3-5 business day shipping)</b>	\$23.45	

<b><u>Item</u></b>	<b><u>Fee</u></b>	<b><u>Additional Information</u></b>
<b>Expedited Debit Card (1-2 business day shipping)</b>	\$59.68	
<b>Paid Non-Sufficient Funds (NSF) Charge (ACH), Check), (Debit)</b>	\$0.00 (per item)	<i>A Return Item Charge will not be assessed for ACH or Check items returned unpaid</i>
<b>Research</b>	\$0.00 (hourly)	
<b>Returned Item Charge (Check, Debit)</b>	\$4.50	<i>In the event of a rare overdraft occurrence, individual overdrafted items will not be charged a fee.  Transactions posted against insufficient or held funds.</i>
<b>Stop Payment</b>	\$1.19	
<b>Subpoena</b>	N/A (Writ of garnishments are a \$20.00 fee to the party submitting the subpoena or summons.)	
<b>Summons</b>	N/A (Writ of garnishments are a \$20.00 fee to the party submitting the subpoena or summons.)	
<b>Domestic Wire In</b>	\$2.06	
<b>Domestic Wire Out</b>	\$4.50	
<b>International Wire In</b>	\$2.06	
<b>International Wire Out</b>	\$19.50	
<b>Foreign Transaction Fee</b>	1%	<i>These charges apply to Aspiration Spend &amp; Save accounts.  We are unable to accept foreign items for deposit.</i>
<b>Plant Your Change Round-Up Fee</b>	Between from \$0.01 to \$0.99 per Eligible Transaction, rounded up based on Eligible Transaction amount (if enabled).	<i>See additional information regarding the Plant Your Change program as set forth in Schedule 3 (Account Features and Disclosures)</i>
<i>For any fee not listed above or if you are unsure about Aspiration's fees, please visit our Pay What is Fair and Policies pages.</i>		

## SCHEDULE 2

### **FUNDS AVAILABILITY, TRANSACTION LIMITS AND EFT DISCLOSURES**

The cutoff times below describe the business day on which a transaction generally will be processed and when the deposit generally will be considered received. All transactions are subject to approval and verification before they will be considered received. **Once a deposit is received, it may not be immediately available for use.** When a deposit is made available for use, the funds become available for use in your Account. To mitigate the risk of a deposit being returned, once a deposit is received we may hold all or some of a deposit for a period of time before making it available for use.

#### **1. ATM Limits.**

The ATM you use may have limits on the amount of cash that can be received at that machine. These limits may include transactional and daily limits. **We have a five hundred dollars (\$515.00) maximum withdrawal amount for ATM Withdrawals per Banking Day.** Sometimes a temporary limit may be imposed for security purposes or when the Transaction volume in your Account exceeds normal conditions. There may be other limitations, including higher or lower maximum withdrawal amounts, stated in this Agreement or in other agreement(s) between you and Aspiration.

#### **2. Debit Card Limits**

You may also use your Card to pay for goods or services at merchants who accept Mastercard® cards in a total aggregate amount of \$4,000.00 per day, per Card.

Your Card dollar amount limitations are further limited by the available balance in your Account. The available balance in the applicable Account may be debited immediately or it may be reduced by the amount of any transactions from which any merchant has received authorization from us, even if the documentation evidencing the transaction has not yet been received and processed by us. (Merchants are not required to obtain authorization for all transactions.) You should treat all card transactions as immediate withdrawals from your Account and reflect them as such in your personal records.

**Debit Card Holds.** Debit Card holds generally occur when a merchant requests a hold against your Available Balance to ensure the funds are available for the transaction. If an actual purchase is made, the merchant will finalize the transaction, and the debit will post to the ledger balance for the correct amount, provided funds are available at that time. Debit card holds are typically used for purchases of gas, rental cars, and hotel expenses, among others. Be sure to ask your merchant if they will place a hold on your account.

Aspiration complies with Regulation II governing debit card interchange fees and network routing and exclusivity limitations.

#### **3. Deposit Limits**

Unless otherwise set forth herein, you may deposit up to \$500,000.00 per transaction (with a \$500,000 limit over a 30-day period).

**Limits on Frequency of Transactions.** In addition to the dollar amount limits, we reserve the right to impose a limit on the number of Transactions you can make on any Banking Day. For the purposes of maintaining security, we will not disclose that limit, except that you will be allowed to make at least five (5) Transactions on any Banking Day under normal conditions.

#### **4. Incoming Wire Transfers**

Funds from incoming wire transfers are considered received on a business day if they are received and validated prior to 12:00 PM Pacific Time, and are generally available for use on the same business day. Wires received and validated after 12:00 PM Pacific Time may be credited the following business day.

- **Limits:** No limits on incoming wire transfers.
- To validate the wire, we compare the information on the wire instructions to the Account information. If the information on the wire transfer differs from the Account information, we may hold the wire until we receive supporting documentation and/or return the wire if we do not receive the information or if the information we receive still differs from the Account information.

#### **5. ACH Transfers to the Account (Originated by Aspiration)**

Online requests, or requests on the Aspiration App, to have us transfer funds from your external bank account(s) to your Account via ACH must be received by us by 8:00 PM Pacific Time on a business day, to be processed on that business day. Online transfer requests received by us after 8:00 PM Pacific Time or on a day that is not a business day generally will be processed on the next business day.

- Once processed, the funds will generally be made available on the third business day (including the processing day). For example, if you initiate a deposit request to your account on Monday before 8:00 PM Pacific Time, the funds are typically available on Thursday.
- **Transaction Limits:** Limits on ACH deposits originated by Aspiration are dynamic and vary from customer to customer. The limits can range from \$500 per day to \$25,000 per day. Limits are set using a variety of factors including, but not limited to, the age of the account, various risk scores used by Aspiration, and transaction patterns. Limits are subject to change at any time at Aspirations discretion.

#### **6. ACH Transfers to the Account (Received by Aspiration)**

For incoming ACH deposit transfers (ACH deposits that are originated at an external bank and sent to your Account) we receive the transaction details on the Processing Date, and the funds arrive on the Effective Date (the Effective Date can be up to five business days after the Processing Date, at the discretion of the Originating Bank).

- For incoming ACH deposits the funds are made available on the day the funds are received, or the Effective Date.
- **Direct Deposits** or **Payroll Deposits** are a type of ACH transfer received by us and are made available the day the funds are received, or the Effective Date.
- **Transaction Limits:** No limits on ACH deposit transfers which are originated by an external bank and received by us.

## 7. Early Direct Deposits

- Direct deposits which are eligible for Early ACH are made available either two days prior to when we receive the funds (the Effective Date) or when we receive the transaction details (the Processing Date), whichever is later.
  - Example 1: a deposit with a Processed Date on Tuesday and an Effective Date on Friday will be made available at the start of day on Wednesday (the deposit is made available two full days prior to when we receive the funds).
  - Example 2: a deposit is Processed on Thursday with an Effective Date on Friday will be made available when the deposit instructions are processed on Thursday (the deposit is made available when the transaction details are received and processed, which here is one day early, but still prior to the Effective Date when we receive the funds). Limits: No limits on Early Direct Deposits.
- Availability of your direct deposit is a function of when your payroll provider submits the transaction for processing. This time can vary week over week depending on your payroll provider. Early ACH deposits can be made available mid day if they are processed mid day.

## 8. Mobile Check Deposits

- **Date of Your Deposit.** For determining the availability of your deposits, a business day is any day of the week that is not a Saturday, Sunday or banking holiday. If you make a deposit before 2:00 PM Pacific Time Monday through Friday on a business day that we are open, we will consider that day to be the day your deposit was received, and generally the funds will be available by 4:15 PM Pacific Time the following business day.
- A non-business day is considered part of the following business day. If you make a deposit after 2:00 PM Pacific Time or on a non-business day, your deposit will be considered received on the next business day.
- **Longer Delays May Apply.** In some cases, we will not make all the funds that you deposit by check available to you in accordance with our general policies. For example, funds you deposit by check may be delayed for a longer period if:
  - We believe a check you deposit will not be paid.
  - You deposit checks totaling more than \$5,000 on any one day.
  - Your account has been opened for less than 30 days
  - You redeposit a check that has been returned unpaid.
  - You have overdrawn your account repeatedly in the last six months.
  - There is an emergency, such as failure of computer or communications equipment.

Should this occur, we will notify you at the time you make the deposit, or as soon as possible following your deposit. We will also tell you when the funds will be available. If you will need the funds from your deposit right away, contact customer support to inquire when the funds will be available.

- **Transaction Limits:** For Mobile Deposits in excess of \$5,000, we require that you mail the check to us at the address provided in your Aspiration App. Upon receipt of the Mobile Deposit Check Image, we will provide conditional credit for up to \$5,000. You will receive credit for the remainder of the deposit only upon our receipt and approval of the check. You agree to indemnify us for any losses you suffer in relation to any conditional credit we provide in connection with any Mobile Deposit.
- **Other factors that may affect the availability of funds deposited by check**
  - **Checks That May Not Be Collectible.** Occasionally, a check is given to Aspiration that we decide not to accept for deposit or payment because we doubt the collectability of the funds. When this happens, we will return the check to you or, if you request, may send the check out for collection. On other occasions, we may learn that a check we accepted for deposit may not be honored. Should this happen, we will delay the availability of the deposit for a reasonable period of time until the check is either paid or returned. In all cases, we will notify you of the action we take.
  - **Foreign Checks.** Checks that are drawn on banks outside the United States are generally not negotiable through us. Please contact us at 800-683-8529 to confirm availability.
  - **Events Beyond Our Control.** In the event that we are unable to conduct business due to an interruption of communication facilities, suspension of payments by another bank, war, other emergency conditions or other circumstances beyond our control, it may be necessary to increase some or all of the time periods specified in these availability schedules. If this happens, we will try to inform you if possible.
  - **Redeposit of Check(s) Returned Unpaid.** We reserve the right to extend the time within which these checks become available.

## 9. **Stripe Account Funding**

- Deposits can be made via Stripe for the initial funding of your account. These funds will be available for use 2-3 business days after the deposit is initiated via Stripe.
- **Transaction Limits:** Stripe deposits are limited to \$2,000 and can only be used for the initial funding of your account.

### **Error Resolution**

Please contact Aspiration at **800-683-8529**, or write to Aspiration at: **support@aspiration.com** for error resolution support (to file a dispute)

For more information on error resolution please reference Section 12. Questions and Error Resolution

### **Changes to Our Policy.**

We will notify you of any change to these policies as required by applicable laws.

## SCHEDULE 3

### ACCOUNT FEATURES DISCLOSURES

Below is an outline of the benefits and features, and additional terms and conditions, associated with the Aspiration-branded demand deposit account and savings account (the “Spend and Save Accounts” or the “Accounts”) offered by Coastal Community Bank (the “Bank”).

#### **1. Aspiration Save Interest Rate Disclosure**

As part of our Account, you may be eligible for a savings account (“Save Account”). Save Account holders will earn 0.25% Annual Percentage Yield (“APY”) on balances in their Save Account. Customers not subscribed to Aspiration Plus (see below) will receive 0.00% APY on their Save Account balances. To earn 1.00% APY (3.00% APY if customer is enrolled in Aspiration Plus) interest on Aspiration Save Account balances up to and including \$10,000.00 in any calendar month, customers must have settled debit card transactions of at least \$500.00 or more, monthly, for that month with their Aspiration Debit Card. Debit card transactions for money transfer vendors (for example, but not limited to, CashApp, Venmo, Facebook Pay) do not qualify towards the \$500.00 spend requirement. Balances over \$10,000.00 will earn 0.00% APY (0.25% APY if the customer is enrolled in Aspiration Plus). If the requirements are not met each month, the APY will be 0.00% APY (0.25% APY if the customer is enrolled in Aspiration Plus) on Save Account regardless of balance. Aspiration Plus requires a subscription fee that is billed monthly or annually at the option of the customer and can be canceled at any time. The Save Rate is a variable interest rate, which means that the interest rate and the APY are subject to change after the Aspiration Save Account is opened. The interest rate is set at the discretion of Aspiration and is paid to customers by the program banks that participate with Aspiration. Interest is calculated daily and is paid to a customer's Save Account on or after the first day of the next calendar month. Interest will be prorated from the date that the conditions above are met. If you close your account before interest is credited, no interest will be paid into your account.

#### **2. Pay What is Fair Fee**

Aspiration provides customers with the ability to decide how much to pay Aspiration in what is called ‘Pay What Is Fair’. When opening the Account, the customer will be asked to select an initial ‘Pay What Is Fair’ fee. This fee is completely at the customer’s discretion and can be as little as \$0.00. Subsequently, the ‘Pay What Is Fair’ fee can be changed on the account dashboard at any time and as often as the customer wishes. The customer chooses to have the ‘Pay What Is Fair’ (PWIF) payment made either from a linked bank account or direct from an Aspiration account. ‘Pay What Is Fair’ payments are made on a monthly basis for banking services based on the ‘Pay What Is Fair’ payment level set by the customer on the last day of each period. When the customer changes the ‘Pay What Is Fair’ payment, the change is effective from the beginning of the next



calendar month. The 'Pay What is Fair' payment is at the customer's sole discretion and not dependent on the size of the customer's Aspiration account.

- You have the [option to pay an account fee](#) to Aspiration in an amount of my choosing that I believe is fair, between \$0 and \$20 per month. This fee is charged monthly for the Aspiration Spend & Save Account. I may increase or decrease the 'Pay What is Fair' Fee at any time. If you do so, the adjusted Fee Rate (if any) in effect at 12:00 PM Eastern Time on the last business day of the month is effective retroactively from the first business day of the month and is used to calculate the Fee for the month.
- Aspiration pledges that it will donate 10% of the PWIF fee collected to charity.

### **3. Plant Your Change**

- Aspiration offers separate Plant Your Change Services, as described below.
- In general, Plant Your Change is a service which rounds-up all Eligible Transactions made on a daily basis (from \$0.01 to \$0.99), and sweeps the round-up amount as a Service Fee to a Plant Your Change Service account. Any Eligible Transaction that is not a whole-dollar transaction (i.e., \$XX.01 to \$XX.99) is rounded up for this Service. Whole-dollar transactions (\$XX.00) are not considered transactions that are rounded up for this Service.
- The Plant Your Change Service then plants a tree for each completed Eligible Transaction through a tree-planting partner preselected by Aspiration. The Plant Your Change Service Fee encompasses the cost of the tree through a preselected tree-planting partner and costs incurred by Aspiration and its subsidiaries in administering the Plant Your Change Service (including marketing and maintenance).
- The remainder of the Plant Your Change Service Fee beyond the costs described above, if any, is retained by Aspiration and/or its subsidiaries.
- Tree Planting is ongoing and occurs periodically. Learn more about our tree planting process [here](#).
- Additional details, terms, and conditions regarding the individual Plant Your Change Services offered by Aspiration and its subsidiaries are outlined below.
- *Eligible Transactions.* All posted purchase transactions made with your Aspiration Spend & Save Debit Card are Eligible Transactions when you opt in to Plant Your Change with your Spend & Save Aspiration Debit Card.
- *Plant Your Change for the Aspiration Spend Accounts*
  - The Aspiration Plant Your Change program offered by Aspiration as an optional service, which may be turned on or off from the Aspiration App, that rounds-up Eligible Aspiration Debit Card Transactions made on a daily basis (from \$0.01 to \$0.99), sweeps the round-up as a Service Fee to a Plant Your Change Service account, and plants one tree for every Eligible Transaction through a pre-selected tree-planting partner.
  - If a particular transaction has placed your Aspiration Spend Account in overdraft status, we do not implement the Plant Your Change Service Fee for that transaction. If a linked transaction is subsequently canceled or reversed, the corresponding Plant Your Change Service Fee may remain as a debit to your account.

- Aspiration may cancel or modify the Service at any time and without notice. Fraud or illegal activity may void participation, and may subject the account holder to legal action. Customer may cancel, pause, or limit the Service at any time.

#### 4. **Plant Your Change Rewards (Offer Terms and Conditions)**

- Offer is valid for new and existing Mission Financial Partners, LLC d/b/a Aspiration (“Aspiration”) customers with Spend & Save Accounts. Joint account owners are considered one customer for the purpose of the promotion. Customer must have the Plant Your Change feature turned on and use their Aspiration debit card to make qualifying transactions. Promotional payment is incremental and depends on the number of qualified transactions (“milestones”). Milestones are measured as follows: 30 trees planted - \$5 payment, 100 trees planted - \$10 payment (\$15 cumulative), 500 trees planted - \$25 payment (\$40 cumulative), 1000 trees planted - \$50 payment (\$90 cumulative), 2500 trees planted - \$100 payment (\$190 cumulative), 5000 trees planted - \$200 payment (\$390 cumulative). Maximum \$390 cumulative payment per customer. Debit card transactions must fully settle before qualifying for Plant Your Change, which may take several business days.
- Payments will be deposited into the customer's Spend & Save Account within one (1) business day after the customer reaches the respective tree planting milestone. If the customer's Spend & Save Account is closed prior to a milestone payment being made, the milestone payment is forfeited and will not be paid.
- All applicable account terms, fees, and charges are subject to change. Fraud or illegal activity may void rewards, retroactively reverse rewards, and may subject the account holder to legal action. This offer may be modified or withdrawn at any time and without notice.

#### 5. **Aspiration Plus**

- Aspiration Plus is a subscription service available to Aspiration Spend & Save customers for a fee. It can be enabled or disabled from the Aspiration app or website. Customers enrolled in Aspiration Plus receive:
  - Up to 3.00% Annual Percentage Yield (APY) on the first \$10,000.00 in their Save Account\*
  - 10% cash back at mission-focused [Conscience Coalition](#) merchants
  - Planet Protection, which provides carbon offsets for every gas purchase\*\*
  - One out-of-network ATM fee reimbursement per month (in addition to unlimited fee-free withdrawals at our network of over 55,000 ATMs)
  - A sleek, new debit card partially made using upcycled ocean-bound plastic (we'll get it to you as quickly as we can; in the meantime, you can continue using your current debit card to receive these new benefits)
  - Customers can enroll in Aspiration Plus by logging into their account on our website or mobile app, navigating to Settings, then clicking Aspiration Plus.

\* APY is variable and accurate as of 1/1/23. Rates may be changed from time to time without notice. To earn 3.00% APY (1.00% APY if customer is not enrolled in Aspiration Plus) interest on Aspiration Save Account balances up to and including \$10,000.00 in any calendar month, customer must have settled debit card transactions of \$500.00 or more, monthly, with their Aspiration debit card. Debit card transactions for money transfer

vendors (for example, but not limited to, CashApp, Venmo, Facebook Pay) do not qualify towards the \$500.00 spend requirement. If the requirements are not met each month, the APY will be 0.25% APY (0.00% APY if customer is not enrolled in Aspiration Plus) on Save Account regardless of balance.

\*\*Planet Protection offsets the estimated CO2 emissions from driving your vehicle based on purchases at gas stations. Verified carbon offsets are purchased by Aspiration quarterly, in aggregate from all Planet Protection subscribers. This feature is bundled into the Aspiration Plus subscription and is not offered as a standalone feature that can be purchased separately.

### **Planet Protection**

Planet Protection, whereby Aspiration automatically purchases carbon offsets on your behalf to neutralize the carbon impact of your driving. To determine the amount of CO2 to offset, we track your purchases at gas stations and then use the average price per gallon for regular unleaded in the zip code where you purchased gas during the week the relevant purchases occurred in order to estimate how many gallons you purchased. From there, we use the Environmental Protection Agency (EPA) data to calculate the amount of CO2 emitted from each gallon of gas, aggregate the purchases for each Aspiration Plus member during a calendar quarter, and then purchase carbon offsets to counteract the estimated emissions from gas purchases for all Aspiration Plus members. Planet Protection is available to Aspiration Plus subscribers only.

## **6. Sweep Program.**

See **Section 7** of the **Customer Account Terms** and accompanying **Schedule 4 (Insured Bank Deposit Program Disclosure Statement)** for information and disclosures regarding the Sweep Program.

## **7. Cash Back Rewards Program.**

The Aspiration Spend Account also offers a debit card with a Cash Back rewards program. Aspiration Spend Account customers will earn Cash Back on Debit Card purchases made at selected merchants. All Cash Back transactions will be credited to a customer's Aspiration Spend Account, once per calendar month. Aspiration reserves the right to reverse a Cash Back transaction for any transactions that are initially performed with an Aspiration Debit Card and then subsequently returned to the merchant, otherwise subject to a charge back, or other card network reversal. Reversal of a Cash Back transaction that occurs after a Cash Back credit to a customer's Aspiration Spend Account could result in either a debit to a customer's Aspiration Spend Account or a subtraction from the customer's next Cash Back credit, at the sole discretion of Aspiration. Aspiration also reserves the right to terminate a customer's Cash Back feature for any abuse of the feature, as determined by Aspiration in its sole discretion. This cashback rewards program is subject to change by Aspiration at any time without notice.

## **Conscience Coalition (Cash Back Rewards)**

Aspiration's Cash Back program is subject to change at any time and without notice, including reversal of rewards for abuse, fraud, and other illicit activity. Cash Back rewards are generally credited on the first day of each calendar month. If you are enrolled in Aspiration Plus, you earn 10% cash back on purchases by using your Aspiration debit card at businesses that are members of the Conscience Coalition. There are no limits on how much cash back you can earn. Click here to learn more about Aspiration Plus. If you are not enrolled in Aspiration Plus, you can earn up to 5% cash back on purchases by using your Aspiration debit card at businesses that are members of the Conscience Coalition. ~~Click Here~~ Click [Here](#) to learn more about about cash back at Aspiration.

## **8. Stripe Account Funding**

Aspiration provides customers with the opportunity to fund their account using any debit card issued by a US bank (excluding pre-paid debit cards) through a service offered by Stripe, Inc. Aspiration uses Stripe for payment, analytics, and other business services. Stripe collects identifying information about the devices that connect to its services.

Stripe uses this information to operate and improve the services it provides to us, including for fraud detection. When using this service, the customer agrees to the Stripe Services Agreement and Stripe Privacy Policy.

- By providing card information, the customer permits Aspiration and Stripe to retain their debit card information so that the customer can authorize future transfers. Aspiration will not retain the card information directly, but will instead retain a tokenization of the card information provided by Stripe so that Aspiration can transmit information to Stripe to effectuate any transaction.
- Aspiration reserves the right to terminate the use of Stripe for any individual customer at its sole discretion without prior notice.
- Information regarding availability of funds in connection with Stripe Account Funding, and any applicable transaction limits, is available in the Funds Availability Policy included herewith.

## SCHEDULE 4

### INSURED BANK DEPOSIT PROGRAM DISCLOSURE STATEMENT

#### Introduction

Spend and Save Account (“**Accounts**”) at Mission Financial Partners, LLC d/b/a Aspiration (“**Aspiration**,” “**we**,” or “**us**”) maintained by a customer (“**you**” or “**your**”) will be deposited into interest-bearing deposit accounts (the “**Deposit Accounts**”) at one or more banks insured by the Federal Deposit Insurance Corporation (“**FDIC**”) set forth in a Priority List (each, a “**Bank**”) (the “**Sweep Program**”), provided via the Online Services, and available here: [Aspiration.com/policies/dda-program-banks](https://Aspiration.com/policies/dda-program-banks). This Sweep Program will be offered by Coastal Community Bank, our partner bank (“**Coastal**”). Please refer to the section titled “Operation of the Program” for more information.

Coastal will act as your agent and custodian in establishing and maintaining the Deposit Accounts at each Bank. Although the Deposit Accounts are obligations of the Banks and not Aspiration, you will not have a direct relationship with the Banks, nor will you have an individual Deposit Account at each Bank. Coastal will maintain one set of Deposit Accounts at each Bank in which all Aspiration customer funds are held for the exclusive benefit of such customers. All deposits and withdrawals will be made by Aspiration on your behalf. Information regarding your balance within the Deposit Accounts, current interest rates, and other Deposit Account information may be obtained from Aspiration, not the Banks. Please refer to the section titled “Information About Your Relationship with Aspiration and the Banks” for more information.

#### FDIC Deposit Insurance Available on Deposit Accounts

- The deposit insurance limit for each insurable capacity (e.g., individual, joint, etc.) is \$250,000 per depositor, including principal and accrued interest when aggregated with all other deposits held in the same insurable capacity at a Bank. For example, funds deposited at a Bank held by an individual are insured up to \$250,000, and deposited at a Bank held jointly by two or more individuals are insured up to \$250,000 per joint owner.
- Coastal will place up to \$250,000 (\$500,000 for Joint Accounts of two or more individuals) (the “**Deposit Limit**”) of your available cash in each Bank on the Priority List, irrespective of the number of Accounts that you hold in the same insurable capacity, unless Coastal is unable to add additional funds to a Bank in an instance where Coastal has reached the maximum dollar amount of customer deposits a bank is willing to accept. Once funds equal to the Deposit Limit have been deposited for you through the Program in each available Bank on the Priority List, any additional funds will be deposited in Deposit Accounts at a designated “**Excess Bank**,” which will accept funds without limitation and without regard to the FDIC insurance limit.
- **Any deposits (including certificates of deposit) that you maintain in the same insurable capacity directly with a Bank or through an intermediary (such as Aspiration or another institution), regardless of the number of Accounts, will be aggregated with funds in your Deposit Accounts at the Bank for purposes of the FDIC insurance limit.**
- **You are responsible for monitoring the total amount of deposits that you have with each Bank, including an Excess Bank (described below), in order to determine the extent of FDIC**

insurance coverage available to you. You should review carefully the section titled “Information About FDIC Insurance.”

### **Interest on the Deposit Accounts**

- Current interest rates are available by logging in to our web site at [www.aspiration.com](http://www.aspiration.com). The Banks do not have to offer the highest rates available or rates comparable to money market mutual fund (“**Money Fund**”) yields.
- By comparison, Money Funds generally seek to achieve the highest rate of return consistent with their investment objectives, which can be found in their prospectuses. Please refer to the section titled “Interest on Balances in the Deposit Accounts” for more information.

### **Fees**

- Each Bank will pay Coastal a fee equal to a percentage of the average daily deposit balance in the Deposit Accounts at the Bank. Coastal will in turn pay a fee to Aspiration. This fee will affect the interest rate offered to you.
- Aspiration reserves the right to increase, decrease, or waive all or part of these fees at any time.

### **Prior Written Notice of Withdrawal**

- Federal banking regulations require the Banks to reserve the right to require seven (7) days’ prior notice before permitting transfers or withdrawals from the Deposit Accounts. The Banks have indicated that they currently have no intention of exercising this right.

### **Eligibility for the Program**

- Aspiration or Coastal may, in their sole discretion, establish eligibility criteria for the Program.

### **Operation of the Program**

#### **Priority List**

- The Priority List of available Banks into which your funds may be deposited are available through the Online Services at [Aspiration.com/policies/dda-program-banks](http://Aspiration.com/policies/dda-program-banks) or by contacting us at **1-800-683-8529**. Aspiration may deposit your funds into any of the Banks listed on the Priority List, in any order, with the exception of Banks the customer has requested to be ineligible to receive funds. You should review the Priority List carefully.
- The Priority List will designate an Excess Bank, which will accept your funds without limit and without regard to the FDIC insurance limit if all Banks on the Priority List have received funds up to the Deposit Limit or if Aspiration is unable to place additional funds at a specific Bank.
- You may not change the order of the Banks on the Priority List. However, you may at any time designate a Bank, except as noted below, as ineligible to receive your funds. You may contact us at [support@aspiration.com](mailto:support@aspiration.com) or 800-683-8529 for the Priority List specific to your account. You may also contact us to inform us of any banks you would like excluded from this list for your balances. This will result in your funds being deposited into Deposit Accounts at other Bank(s) on the Priority List. In addition, you may at any time instruct us to remove your funds from a Bank and designate the Bank as ineligible to receive future deposits. You cannot exclude Coastal Community Bank from your Priority List, and at least one Excess Bank must remain eligible to receive your funds. Aspiration’s Program Banks have formally committed, through a depository attestation, that customer deposits will not be used for lending to oil and gas exploration, production or transportation.

- The Priority List of Banks will include one or more Excess Banks that will accept your funds without limit and without regard to the Maximum FDIC Insurance Amount if all Program Banks on the Priority List have received funds up to the Applicable Deposit Limit. You may only access your Cash Balance through your Aspiration Account. You cannot access or withdraw the Cash Balance by directly contacting the Priority List of Banks. Balances in the Sweep Program can be liquidated on your order and the proceeds returned to your account or to you.
- Bank will manage the movement of money between Bank and the Priority List of banks assigned to your Account; this will occur automatically whenever you make deposits, execute transactions or withdraw money from your Account. You may call an Aspiration Representative at 800-683-8529 if you have any questions regarding the Priority List of Banks.
- You are responsible for monitoring the total amount of your assets on deposit with a Priority List of Banks (including amounts in other accounts at that bank held in the same right and legal capacity) in order to determine the extent of FDIC deposit insurance coverage available to you on those deposits, including your Cash Balance held at the Priority List of Banks.
- The Cash Balance in the Sweep Program is swept to an FDIC-Insured interest-bearing account at one or more Priority List of Banks. The deposit at the Priority List of Banks is not covered by SIPC. The deposit is eligible for FDIC insurance subject to FDIC insurance coverage limits. All assets of the account holder at the depository institution will be counted toward the aggregate limit. For more information about FDIC insurance coverage, please visit the FDIC Web site at [www.FDIC.gov](http://www.FDIC.gov).
- In the event that your total assets at a Priority List of Banks (including assets that you hold with the bank outside of the Sweep Program) exceed the FDIC insurance limits, you may contact Aspiration to change the Priority List of Banks to which your funds are swept, if available. Aspiration or Bank may change the Priority List of Banks that is assigned to your account at any time. If a change is made to the Priority List of Banks assigned to your account, Aspiration will notify you in writing of that change through your statement or another notice electronically, in writing. Although Aspiration cannot guarantee the financial health or stability of the Priority List of Banks, we have made efforts to select banks that are financially sound, have a good business reputation, and are in good standing with the FDIC and other bank regulatory bodies
- Your funds will be deposited in Deposit Accounts at the first available Bank set forth on the Priority List, as determined by Aspiration at its sole discretion unless you have instructed us to exclude such Bank.
- You may not designate the Excess Bank(s) as ineligible to receive your funds, and you may not designate Coastal Community Bank as ineligible to receive your funds. However, all other Banks on the Priority List may be designated as ineligible to receive your funds.
- If you wish to designate a Bank as ineligible to receive your funds, please contact us at **1-800-683-8529**. By designating a Bank as ineligible, you understand and agree that maximum available FDIC insurance coverage on your Deposits made through Aspiration will decrease.
- As described below under “Changes to the Priority List,” the Banks available to accept deposits, as listed on the Priority List, may be changed. In general, you will receive prior notification of changes to the Priority List. However, under certain limited circumstances, prior notification may not be possible.

#### **Changes to the Priority List**

- Aspiration or Coastal may change the number of Banks on the Priority List by adding Banks to, or deleting Banks from, the Priority List. All such changes will be reflected through the Online Services and on [Aspiration.com/policies/dda-program-banks](https://www.aspiration.com/policies/dda-program-banks). One or more of the Banks included on the Priority List may be replaced with a Bank not previously included on the Priority List, and the order of Banks on the Priority List may change. In general, you will receive notification in advance of the addition or removal of Banks from the Priority List and have an opportunity to designate a Bank as ineligible to receive your deposits before any funds are deposited into a new Bank. However, if a Bank is unable to accept deposits for regulatory or other reasons, Aspiration may not be able to provide you with advance notice. Aspiration will provide you notice of such changes as soon as practicable.
- In the event that the order of Banks on the Priority List is changed, your previously deposited funds will be reallocated among the Banks on the revised Priority List in accordance with the deposit procedures described above under “Establishment of, and Deposits Into, the Deposit Accounts,” unless a given Bank on the revised Priority List is temporarily unable to accept deposits for regulatory or other reasons. In such case, that Bank will not have funds reallocated to it in accordance with the deposit procedures set forth above. Other than as described above, deposits and withdrawals of your funds made after a change to the Priority List will occur as described above under “Establishment of, and Deposits Into, the Deposit Accounts” and “Withdrawal Procedures,” respectively.
- If a Bank at which your funds are deposited no longer makes the Deposit Accounts available, your funds will be transferred to the next available Bank on the Priority List.

#### **Establishment of, and Deposits Into, the Deposit Accounts**

- The Program establishes interest bearing accounts at each Bank for the exclusive benefit of Aspiration customers. All Aspiration customer deposits at each bank are maintained in such accounts on an omnibus basis and Aspiration maintains books and records indicating the beneficial ownership of the funds within each Deposit Account.
- When funds are first available for deposit, Coastal, as your agent, will transfer your funds to one or more of the Banks on the then-current Priority List. The order of banks on the Priority List to which your funds are allocated may be different based on your state of residence. Please see above regarding Priority Lists.
- In the event that you have deposits equal to the Deposit Limit in the Deposit Accounts at each of the available Banks on the Priority List or Coastal is unable to place additional funds at an existing Bank on the Priority List, excess funds will be swept into the Excess Bank, which will accept your funds without limit and without regard to the FDIC insurance limit. It is your obligation to monitor the funds you have on deposit at the Banks on the Priority List, including the Excess Bank(s).
- If a Bank on the Priority List is temporarily unable to accept your funds, your funds will be deposited in the next available Bank on the Priority List. When the Bank that could not accept your deposits is again able to accept your deposits, available cash in your Account will be placed in that Bank in accordance with the standard deposit procedures. Funds at other Banks on the Priority List will not be re-allocated to the Bank that was temporarily unable to accept your deposits. This may result in a Bank having smaller deposit balances than Banks in a lower priority position on the Priority List.

#### **Withdrawal Procedures**



- All withdrawals necessary to satisfy debits in your Account will be made by Coastal as your agent. Coastal will directly sweep such amounts from our Account. A debit is created to satisfy a purchase or a request for a withdrawal of funds from your Account and, if applicable, when you write a check on your Account, make payments via the online bill pay service, or withdraw funds through your debit card. Checks written on your Account are not drawn directly against the Deposit Accounts established at the Banks.
- All withdrawals will be directly swept from your Account by Coastal. If a withdrawal of funds from the Deposit Accounts is necessary to satisfy a debit, funds will be withdrawn from the accounts at the Banks on the Priority List beginning with the lowest priority Bank on the Priority List at which your funds have been deposited. If there are insufficient funds at that Bank, funds will be withdrawn from each Bank in the sequence (lowest priority to highest priority) until the debit is satisfied. If funds in the accounts at a Bank from which funds are being withdrawn are insufficient to satisfy a debit, funds in the related account at that Bank will be transferred to satisfy the debit, plus funds to maintain any “threshold” amount that Aspiration, in its discretion, may determine to be maintained to satisfy debits in your Account. If there are insufficient funds in the Deposit Accounts at the Banks on the Priority List to satisfy the debit, Aspiration will withdraw funds from other available sources as described in your Account Agreement.
- Depending on the type of account at each Bank, you may be limited in the number of transfers to a total of six (6) during a monthly statement cycle. At any point during a monthly statement cycle in which transfers have reached the applicable limit, all funds will be transferred to another account at the Bank until the end of the monthly statement cycle. Deposits for the remainder of the monthly statement cycle into this Bank will be made to such alternative account.
- ***Changes to the Program***
  - In addition to the changes to the Priority List, as discussed above, Aspiration or Coastal may modify the Program at any time by changing the terms and conditions upon notice to you.
- ***Interest on Balances in the Deposit Accounts***
  - The interest rates on the Deposit Accounts will be determined by the amount the Banks are willing to pay on the Deposit Accounts. Interest paid to you may be less than received on the Deposit Accounts, as set forth below under “Information About Your Relationship With Aspiration and the Banks – Fees to Aspiration.”
  - You may access our web site by logging in at [www.aspiration.com](http://www.aspiration.com) to determine the current interest rate on the Deposit Accounts. Interest rates may change daily and will be available on the business day the rates are set. Interest will accrue on Deposit Account balances from the day funds are deposited into the Deposit Accounts at a Bank through the business day preceding the date of withdrawal from the Deposit Accounts at the Bank. Interest will be compounded daily and credited monthly.
  - The Banks do not have to offer the highest rates available or rates comparable to Money Fund yields.
  - The interest rates paid with respect to the Deposit Accounts at a Bank may be higher or lower than the interest rates available to depositors making deposits directly with a Bank or other depository institutions in comparable accounts and for investments in

money funds and other cash equivalent investments available through Aspiration. You should compare the terms, interest rates, required minimum amounts, and other features of the Program with other accounts and alternative investments.

#### Information about Deposit Accounts in the Sweep Program

- All transactions in the Deposit Accounts related to your funds therein will be confirmed on your periodic Account statement.
- For each statement period, your Account statement will reflect:
  - Deposits and withdrawals made into Sweep Banks at the end of each period in connection with the Sweep Program
  - The opening and closing balances of your funds within the Deposit Accounts at each Bank at which you have funds
- Aspiration, and not the Banks, is responsible for the accuracy of your statement. Aspiration can assist you in understanding your Account statement and can answer any questions you may have about your statement.
- You may obtain information about your funds within the Deposit Accounts, including balances and the current interest rates, by accessing your Brokerage Account by logging in at [www.aspiration.com](http://www.aspiration.com).

#### Notices

All notices may be made electronically as set forth herein and in our accompanying policies, including the E-SIGN Policy.

#### Information About Your Relationship With Coastal and the Banks

- ***Relationship With Coastal***
  - Coastal is acting as your agent in establishing, and as your custodian in holding your funds in the Deposit Accounts at each Bank, depositing funds into the Deposit Accounts, withdrawing funds from the Deposit Accounts, and transferring funds among the Deposit Accounts. Ownership of your funds in the Deposit Accounts will be evidenced by records maintained by Aspiration and Coastal as your agent and custodian. No evidence of ownership, such as a passbook or certificate, will be issued to you. Your Account statements will reflect the balances in the Deposit Accounts at the Banks. You should retain the Brokerage Account statements for your records. You may, at any time, obtain information about the Deposit Accounts by contacting us at **1-800-683-8529**.
  - All transactions with respect to the Deposit Accounts must be directed by Coastal, and all information concerning the Deposit Accounts can only be obtained from Aspiration. The Banks have no obligation to accept instructions from you with respect to the Deposit Accounts or provide you with information concerning the Deposit Accounts.
  - Aspiration or Coastal may, in their sole discretion, terminate your use of the Program as a sweep investment option. If Aspiration or Coastal terminates your use of the Program as a sweep investment option, Aspiration may, at its sole discretion, withdraw the funds held on your behalf in each Bank and send you a check for the balance to your last known mailing address on file with Aspiration. Similarly, if you decide to terminate your participation in the Program, you must withdraw your funds held at each Bank by contacting Aspiration to initiate a withdrawal from your Account.

- **Relationship With the Banks**

- As described above, you will not have a direct account relationship with the Banks. However, each Deposit Account constitutes an obligation of a Bank and is not directly or indirectly an obligation of Aspiration. You can obtain publicly available financial information concerning each Bank at [www.ffiec.gov/NPW](http://www.ffiec.gov/NPW) or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Room E-1005, Arlington, Virginia 22226 or by phone at (703) 562-2200. Aspiration does not guarantee in any way the financial condition of the Banks or the accuracy of any publicly available financial information concerning such Banks.

#### Fees to Aspiration

- Each Bank will pay Coastal a fee equal to a percentage of the average daily deposit balance in the Deposit Accounts at the Bank. Coastal will in turn pay Aspiration a fee. The amount of fee received by Aspiration will affect the interest rate paid by the Bank on your Deposit Account balances. The fee paid to Aspiration by each Bank may be the entire amount that the Bank is willing to pay in connection with the Deposit Accounts.
- In its discretion, Aspiration may reduce its fee and may vary the fee by client or client group. The fee may vary from Bank to Bank.

#### Information About FDIC Insurance

- **Deposit Insurance: General**

- The Deposit Accounts (including principal and accrued interest) are insured by the FDIC, an independent agency of the U.S. Government, up to \$250,000 for all deposits held in the same insurable capacity. Generally, any accounts or deposits that you may maintain directly with a particular Bank, or through any other intermediary, in the same insurable capacity in which the Deposit Accounts are maintained would be aggregated with the Deposit Accounts for purposes of the \$250,000 FDIC insurance limit. In the event a Bank fails, the Deposit Accounts are insured, up to \$250,000 per depositor, for principal and interest accrued to the date the Bank is closed.
- Under certain circumstances, if you become the owner of deposits at a Bank because another depositor dies, beginning six (6) months after the death of the depositor, the FDIC will aggregate those deposits for purposes of the \$250,000 FDIC insurance limit with any other deposits that you own in the same insurable capacity at the Bank. Examples of accounts that may be subject to this FDIC policy include joint accounts, “payable on death” accounts, and certain trust accounts. The FDIC provides a six-month “grace period” to permit you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.
- You are responsible for monitoring the total amount of deposits that you hold with any one Bank, directly or through an intermediary, in order for you to determine the extent of deposit insurance coverage available to you on your deposits, including your funds in the Deposit Accounts.
- Aspiration is not responsible for any insured or uninsured portion of the Deposit Accounts or any other deposits.
- In the event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you. There is no specific

time period during which the FDIC must make insurance payments available, and Aspiration is under no obligation to credit your Brokerage Account with funds in advance of payments received from the FDIC. Furthermore, you may be required to provide certain documentation to Aspiration to provide to the FDIC before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

- If your funds in the Deposit Accounts or other deposits at a Bank are assumed by another depository institution pursuant to a merger or consolidation, such deposits will continue to be separately insured from the deposits that you might have established with the acquiror until (i) the maturity date of any time deposits that were assumed or (ii) with respect to deposits that are not time deposits, the expiration of a six-month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquiror held in the same capacity for purposes of federal deposit insurance. Any deposit opened at the acquiror after the acquisition will be aggregated with deposits established with the acquiror for purposes of federal deposit insurance
- The application of the \$250,000 FDIC insurance limit is illustrated by several common factual situations discussed below.

- **Individual Customer Accounts**

- Deposits of any one Bank held by an individual in an account in the name of an agent or nominee of such individual (such as your funds held in the Deposit Accounts through Aspiration) or held by a custodian (for example, under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act) are not treated as owned by the agent, nominee, or custodian, but are added to other deposits of such individual held in the same insurable capacity (including funds held in a sole proprietorship) and are insured up to \$250,000 in the aggregate. Deposits held through a qualified tuition savings program (529 Plan) will be insured as deposits of the participant and aggregated with other deposits of the participant if the arrangement and the name of the participant are identified on Aspiration's account records.

- **Joint Accounts**

- An individual's interest in deposits of any one Bank held under any form of joint ownership valid under applicable state law may be insured up to \$250,000 in the aggregate, separately and in addition to the \$250,000 allowed on other deposits individually owned by any of the co-owners of such accounts (hereinafter referred to as a "**Joint Account**"). For example, a Joint Account owned by two persons would be eligible for insurance coverage of up to \$500,000 (\$250,000 for each person), subject to aggregation with each owner's interests in other Joint Accounts at the same Bank. Joint Accounts will be insured separately from individually owned accounts only if each of the co-owners is an individual person and has a right of withdrawal on the same basis as the other co-owners.

Questions About FDIC Deposit Insurance Coverage.

- If you have questions about basic FDIC insurance coverage, please contact the FDIC at the contact information below. You may wish to seek advice from your own attorney concerning

FDIC insurance coverage of deposits held in more than one insurable capacity. You may also obtain information by contacting the FDIC:

- By mail: Deposit Insurance Outreach, Division of Depositor and Consumer Protection  
550 17th Street N.W., Washington, D.C. 20429
- By e-mail: via the FDIC's Online Customer Assistance Form, available at:  
<https://ask.fdic.gov/fdicinformationandsupportcenter/>.
- Online: [www.fdic.gov/deposit/index.html](http://www.fdic.gov/deposit/index.html)

## SCHEDULE 5

### **ASPIRATION DEBIT CARD AGREEMENT AND DISCLOSURE STATEMENT**

#### **Notice of Customer Rights and Liabilities**

Mission Financial Partners, LLC, doing business as Aspiration (“**Aspiration**”), has arranged with a Bank (defined below) for the issuance of Debit Cards to the customers of Aspiration. When you use this Debit Card, you will be accessing the “Available to Withdraw” (defined below) balance in your Aspiration-branded demand deposit account (the “**Account**”) offered by Bank.

This Agreement is made among you, Aspiration and the Bank and explains the types of Transactions that you can perform with your Debit Card, as well as your rights and responsibilities concerning your usage and safekeeping of the Debit Card. You agree to be legally bound by the terms and conditions set forth in this Agreement.

**This Agreement supplements the Customer Account Terms and Conditions. All provisions set forth in the Customer Account Terms and Conditions apply with respect to the Aspiration Debit Card.**

#### IMPORTANT

If you believe your Debit Card or personal identification number (“**PIN**”) has been lost or stolen or has become known to unauthorized persons or that someone has used or may use your Debit Card or PIN without your permission:

Notify Aspiration by:

Telephoning Aspiration at: **800-683-8529** or

Writing Aspiration at: [support@aspiration.com](mailto:support@aspiration.com)

For all other questions: Telephone or write Aspiration as set forth above.

## 1. **Definitions**

Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings specified below:

“**ATM**” means automated teller machine.

“**ATM Withdrawal**” means a Transaction in which you receive cash from an ATM.

“**Authorization**” means a Transaction in which you authorize others to place a hold on your Available Balance to ensure future payment.

“**Available to Withdraw**” is the total available cash in your Account.

“**Bank**” means Coastal Community Bank, a Washington-chartered bank.

“**Banking Day**” has different meanings for ATM Withdrawals and for Cash Advances, Purchases, and Authorizations. A Banking Day may, as applicable, exclude bank or brokerage holidays.

- (1) For ATM Withdrawals, we consider there to be seven (7) Banking Days each week for purposes of imposing security limits on the number and amount of withdrawals you can perform at an ATM. For these purposes, Banking Days begin at 12:00 a.m. midnight Eastern Time.
- (2) For Cash Advances, Purchases, and Authorizations:

- (a) We consider there to be six (6) Banking Days each week for purposes of imposing security limits on the *amount* of Cash Advances, Purchases, and Authorizations you can perform. For these purposes, Banking Days begin at 6:00 a.m. Eastern Time. The period from Saturday at 6:00 a.m. to Monday at 6:00 a.m. Eastern Time is counted as one (1) Banking day; and

- (b) We consider there to be seven (7) Banking Days each week for purposes of imposing security limits on the *number* of Cash Advances, Purchases, and Authorizations you can perform. For these purposes, Banking Days begin at 12:00 a.m. midnight Eastern Time

“**Business Day**” means Monday through Friday. Bank and New York Stock Exchange holidays are not included. Although Aspiration’s or Bank’s offices may be open on certain legal holidays, these days are not considered Business Days for purposes relating to the transfer of funds.

“**Cash Advance**” means a Transaction in which you receive money back from a merchant or financial institution. Cash Advances do not include ATM Withdrawals.

“**Debit Card**” means the Mastercard® debit card issued by Bank on your Account.

**“Electronic Funds Transfer”** means any transfer of funds initiated or authorized by you through an electronic payment system such as PLUS®.

**“Purchase”** means a Transaction in which you purchase goods or services.

**“Regulation E”** means Regulation E, 12 C.F.R., part 1005.

**“Services”** means Debit Card and related services.

**“Transaction”** means those transactions which you can perform with your Debit Cards as more fully described below.

**“Unauthorized Transaction”** means a Transaction made by someone other than you without your authorization and from which you received no benefit. An Unauthorized Transaction does not include: (a) a Transaction by a person to whom you furnished your Debit Card or PIN unless you have notified us that Transactions by such persons are no longer authorized and we have had a reasonable opportunity to act on such notice; (b) a Transaction made or authorized by you with the intent to defraud; or (c) a Transaction which is made in error by us.

**“We, Us, Our”** means, as the context requires, Aspiration and/or the Bank. For avoidance of doubt, the terms “we, us, our” have the foregoing meaning in this Agreement, whether or not they are capitalized.

**“You, Your, Accountholder”** means each person or entity who is a registered owner of the Account. For avoidance of doubt, the terms “you, your, accountholder” have the foregoing meaning in this Agreement, whether or not they are capitalized.

## **2. General Features of Services**

**2.1** You may use your Aspiration Mastercard® Check Card (**“Card”**) and personal identification number (**“PIN”**) issued to you to initiate transactions at Automated Teller Machines (**“ATMs”**) within the networks identified on your card and such other facilities as we may designate from time to time. You may use your card to (some of these services may not be available at all ATMs):

- Withdraw cash from eligible account(s)
- Make deposits to your eligible account(s)
- Transfer funds between your eligible accounts
- Obtain account balance information

You may also use your Card at any merchant Point-of-Sale (POS) terminal displaying the Mastercard® logo to debit your Account to pay for purchases. If your Card is used at those merchants that accept Mastercard® cards, your Account will be debited for the amount of your purchase.

### **2.2 Available to Withdraw**

**2.2.1** Your Available to Withdraw balance may fluctuate from day to day because it is



dependent upon changes in the balance in your Account. Shortly after Aspiration is notified of a Transaction, the Available to Withdraw balance is reduced, not when a sales draft or Cash Advance draft is paid.

- 2.2.2 You promise not to make a Transaction (such as making a Debit Card purchase) that exceeds your Available to Withdraw balance. If you attempt to make a Transaction that will exceed your Available to Withdraw balance, the Transaction will normally be declined.

### **2.3 Payment for Transactions.**

- 2.3.1 Aspiration will make payments to the Bank on your behalf on each Business Day that Aspiration receives notice of a Transaction(s).

- 2.3.2 You authorize Aspiration to charge your Account in order to pay for Transactions. Each Transaction shall be considered to be your direction to us to charge or reduce your Available to Withdraw balance. When you use your Debit Card, the charge or reduction to your Available to Withdraw balance generally occurs immediately and you understand that you have no right to stop payment on any processed Transaction. You can, however, provide us advance notice to stop preauthorized Transactions (See Section 4.5 for more information). You understand that Authorizations will reduce your Available to Withdraw balance by the amount of the Authorization even if the Authorization does not result in a Transaction. Note that an Authorization will reduce your Available to Withdraw balance until the Transaction is completed in whole or in part, or after the expiration of a time period specified by us.

- 2.3.3 If there is more than one person who is authorized to sign on the Account, you authorize us to pay Transactions on the authority of any one or more of the signatures of the individuals identified and carried on the Account record. See below for more information about joint Accounts.

- 2.3.3.1 **Unauthorized Use.** You promise not to let any unauthorized person make a Transaction. If you permit an unauthorized person to make a Transaction(s), even if the amount of actual use exceeds the amount you authorized, you will be responsible for the full amount of all Transaction(s) that result.

- 2.4 **Account Statements.** Aspiration will send you an Account statement every month in which a Transaction was made pursuant to the terms and conditions set forth in this Agreement. The Bank will not send you a separate Transaction statement. Your Account statements will include the following information for Transactions: the amount, location, transaction date, posting date, reference number, and merchant name (when available). Review your statement and receipts carefully, and promptly notify Aspiration of any discrepancy between your records and Transactions detailed on the statement.

### **2.5 Contact Information.**

- 2.5.1 **Loss, Theft or Unauthorized Transaction.** You must tell Aspiration AT ONCE (by calling

**800-683-8529**) if you believe your Debit Card(s) have been lost or stolen or if you believe an unauthorized person may know your PIN. Similarly, tell Aspiration if you believe any Unauthorized Transactions have been made to your Account. See below for more information about your rights and obligations with respect to Electronic Funds Transfers.

**2.5.2 Errors or Questions About Your Account.** Call Aspiration immediately if you think your Account statement or a Transaction record is wrong or if you need more information about your Account or any Transaction listed on the Account statement or Transaction record.

**2.5.3 Contact Aspiration.** ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH YOUR DEBIT CARD MUST BE DIRECTED TO ASPIRATION. Aspiration is responsible for resolving any errors in Transactions made with your Debit Card. Call Aspiration during any Business Day at **800-683-8529**. Or write to Aspiration at: **support@aspiration.com**. When calling or writing, you must provide your account number and other identifying information.

## **2.6 Foreign Transactions.**

**2.6.1 Foreign Transactions** are Transactions completed outside the United States through your Account. All debits to your Account will be posted in U.S. dollars.

**2.6.2 Foreign Currency.** Transactions made in a foreign currency are converted into U.S. dollar amounts by Mastercard, using its then current currency conversion procedure and rate. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect the day before the Transaction processing date. The currency conversion rate used on the processing date may differ from the rate in effect on the Transaction date or periodic statement posting date.

**2.6.3 Foreign Transaction Fee.** For each Foreign Transaction, there is a foreign Transaction fee which will be included in the amount charged to your Account. This charge may apply whether or not there is a currency conversion. This charge may change from time-to-time, and is available in the Fee Schedule.

**2.7 Fees.** Fees will be charged in amounts that may change from time-to-time. These amounts will be described in the Fee Schedule included with this Agreement.

**2.8 Documentation.** We may add images of your application with respect to the services provided in connection with this Agreement to their electronic document storage systems. After doing so, the original documents may be destroyed. Any future copy from that system will be acceptable for all purposes as if it is the original.

**2.9 Adverse Claims.** If any of the parties to this Agreement receive a claim to all or a portion of your Account (*including but not limited to a dispute over who is an authorized signer or owner*), we may place a hold on funds that are the subject of the claim. The hold may be placed for the time that we feel is reasonably necessary to allow a court to decide who should have the funds. None of us will be responsible for any items that are not paid because of the hold.

### **3. Debit Card Transactions**

#### **3.1 Conveniences.**

- 3.1.1 ATM Withdrawals: You can use your Debit Card to receive cash at ATMs displaying the Mastercard®, Interlink®, Maestro® or Cirrus® logos.
- 3.1.2 Cash Advances: You can use your Debit Card to receive Cash Advances from your Account through financial institutions and some merchants that honor Debit Cards bearing the Mastercard logo.
- 3.1.3 Purchases/Authorizations: You can use your Debit Card to purchase goods and services (Purchases) from merchants honoring Mastercard. You may also use your Debit Card to authorize others to place a hold on your Available to Withdraw balance to assure future payment (Authorizations).
- 3.1.4 Pay Bills: You can pay bills directly by telephone from your Account in the amounts and on the days you request.

**3.2 Out-of-Network Surcharges.** An out-of-network surcharge may be imposed for ATM usage (including Transactions and balance inquiries). ATM surcharge fees may be reimbursed on specific account types. Please refer to your Aspiration Customer Account Agreement for the terms surrounding reimbursement of fees.

**3.3 Cancellation of Debit Card.** The Debit Card may be canceled by any of the parties to this agreement at any time without prior notice and will remain the property of the Bank. Without limiting the foregoing, your Debit Card will be canceled effective with the closing of your Account.

#### **3.4 Restrictions.**

- 3.4.1 Purchasing Securities: You may not use your Debit Card to purchase securities.
- 3.4.2 Internet Gambling: You may not use your Debit Card for internet gambling.
- 3.4.3 Illegal Activities: Use of your Debit Card for illegal activities is prohibited.

**3.5 Retention of the Debit Card.** Your Debit Card may, but need not, be retained by any ATM, merchant or participating financial institution IF:

- the PIN is wrong after three attempts (certain ATMs may limit you to fewer attempts);
- you exceed the limits on dollar amounts and/or frequency of Transactions;
- your Debit Card was reported lost or stolen;
- your Account has been closed;
- your Debit Card expired or was replaced;
- the machine is not operating properly; or
- there are other legitimate business reasons.

**3.6 Transaction Receipts.** You can get a receipt at the time you make Transactions, except for Transactions you make by telephone, mail or via the internet. Receipts may not be provided for

Purchases of fifteen dollars (\$15) or less, or for Transactions performed outside the United States. Transactions will also be reflected on your Account statement. See also, Loss, Theft or Unauthorized Transactions below.

Merchants generally maintain receipts of Transactions for twelve (12) months, which merchants are not required to provide unless requested in connection with fraud investigation or legal purposes. If you call Aspiration, we will attempt to obtain copies of drafts. If you request a copy of a sales draft, your Account may be charged as described in Section 2.6, plus the amount of any third party fees to obtain the sales draft.

**3.7 Loss, Theft or Unauthorized Transactions.** You must tell Aspiration AT ONCE if you believe your Debit Card has been lost or stolen or if you believe an unauthorized person may know your PIN. Telephoning is the best way of keeping your possible losses down. You could lose all the funds in your Account (plus your maximum overdraft line of credit). If you tell Aspiration within two (2) Business Days after you learn of the loss or theft of a Card or PIN, you can lose no more than fifty dollars (\$50.00) if someone used your Debit Card or PIN without your permission.

TO PROTECT YOUR ACCOUNT AND LIMIT YOUR LIABILITY, WE RECOMMEND THAT YOU:

- DO NOT PROVIDE ANYONE WITH YOUR PIN;
- DO NOT WRITE YOUR PIN ON THE DEBIT CARD;
- DO NOT CARRY YOUR PIN IN YOUR WALLET WITH THE DEBIT CARD; AND
- DO NOT TELL ANYONE YOUR PIN, EVEN SOMEONE FROM BANK OR ASPIRATION.

**3.8 For Your Protection — Notify Aspiration Promptly. See Error Resolution Section Above.**

3.8.1 If you do NOT tell Aspiration within two (2) Business Days after you learn of the loss or theft of your Debit Card or PIN, and Aspiration can prove it could have stopped someone from using your Debit Card or PIN without your permission if you had told them, you could lose as much as five hundred dollars (\$500). In all other cases, you could lose all of the funds and other assets in your Account.

3.8.2 Please see **Check 11 Questions and Error Resolution** of the Account Terms and Conditions regarding our process for resolving any errors with your Account.

**3.9 Our Liability for Failure to Complete Transactions.** If we do not complete an Electronic Funds Transfer to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. None of us will be liable IF:

- through no fault of ours, you do not have a sufficient Available to Withdraw balance to make the Transaction;
- any ATM, other device, Debit Card or computer system was not working properly and you knew about the breakdown when you started the Transaction;
- the ATM or other device you are using for the Transaction does not have enough cash or was otherwise unable to process the Transaction;
- your Account is frozen or otherwise restricted (for example, because of a court order or other similar reason) and we are not permitted to make the Transaction;
- circumstances beyond our control (such as fire or flood) prevent the Transaction, despite the reasonable precautions that we have taken;
- you have failed to enter your correct PIN after the maximum number of attempts permitted;
- you failed to use the ATM, other device, Debit Card or computer system in accordance with instructions;
- we have limited or refused to complete Transactions for security reasons; or

- we have reason to believe that the requested Transaction is unauthorized.

There may be additional exceptions stated elsewhere in this Agreement or otherwise notified to you by us or in your other agreements with Aspiration. None of us will be responsible for any person's actions in refusing to honor or accept your Debit Card or in taking possession of your Debit Card. In any case, we will be liable only for actual proven damages if the failure to make the Transaction resulted from a bona fide error by us despite our procedures to avoid such errors.

#### **4. Confidentiality**

You give us permission to share information with each other (Aspiration and the Bank). Under normal circumstances, we will not reveal any information about your Accounts to third parties. We will not reveal any information to third parties about your Account and your Transactions EXCEPT: (1) you hereby authorize us to share information concerning your Transactions with each other (Aspiration and the Bank); or (2) where it is necessary for completing your Transactions or providing you other services; or (3) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or (4) in order to comply with laws or with orders or subpoenas of government agencies or courts; or (5) if you give us written permission; or (6) to other persons and entities in order to resolve disputes arising from Transactions; (7) in the circumstances contemplated by Aspiration's Privacy Policy, as furnished to you separately and updated or amended from time to time by Aspiration; or (8) in accordance with Aspiration's Privacy Notice or the Bank's Privacy Notice.

#### **5. ATM SAFETY PRECAUTIONS**

We provide for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety precautions:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM is used after dark.
- If another person is uncomfortable close to you, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM. As soon your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If any devices or alterations have been made to the ATM machine, do not insert your card or enter your PIN.
- Consider using another ATM or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.
- Go to the nearest public area where people are located if you are followed after making a transaction.
- Report all crimes to law enforcement officials immediately.
- Do not write your PIN or code on your ATM access device.

**KEEP THIS COPY FOR YOUR RECORDS.**

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Maestro<sup>®</sup> is a registered trademark of Mastercard International, Inc

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