

## Acceptance of Agreement

Note: By proceeding to use the Service, you acknowledge that you have read, understood, and agree to be bound by this Agreement and the terms and conditions associated with your use of the Service, including any Online Transactions you initiate through the Service.

**IMPORTANT: PLEASE PRINT AND RETAIN THIS AGREEMENT FOR YOUR RECORDS.**

You may also view this Agreement, at any time, at the disclosure page on our website at: <https://www.lendingclub.com/legal/deposits/personal-online-agreement>

## Introduction

This Online and Mobile Banking Agreement ("Agreement") governs your use of LendingClub Bank's (LendingClub Bank N.A) online and mobile banking services (the "Service" or "Online and Mobile Banking"), as well as any transactions that you may initiate with and/or request from LendingClub Bank through the Service ("Online Transactions"). The Service permits you to perform a number of banking functions involving your Accounts that are linked to the Service through the use of a personal computer or a mobile internet-enabled access device. By creating an Online Banking profile and using the Service, you agree to be bound to the terms and conditions pertaining to Online and Mobile Banking and the specific terms and conditions applicable to any other associated services that you elect to use as set out below in this agreement.

Certain important terms applicable to all services of Online and Mobile Banking, unless otherwise defined in this Agreement, are set out in more detail in the Glossary of Defined Terms section of this Agreement.

## I. General Agreement Provisions

### Registration Data; Account Security

In consideration of your use of any Service, you agree to (a) provide accurate, current and complete information about you as may be prompted by the Online Banking profile origination or otherwise requested by us in connection with the use of any Service ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current and complete; (d) promptly notify us regarding any material changes to information or circumstances that could affect your eligibility to continue to use any Service or the terms on which you use the any Service; and (e) be fully responsible for all use of your account and for any actions that take place using your account.

This portion of the Agreement describes the general features, terms and conditions of Online and Mobile Banking applicable to Consumers, except as may otherwise be expressly indicated.

### ACCESSING YOUR ELIGIBLE ACCOUNTS

You can access your eligible accounts through the Service. You are eligible to use Online and Mobile Banking if you maintain an open Account (checking, savings, certificate of deposit and/or consumer loan) and have executed this Agreement, and if we have otherwise approved your use of Online and Mobile Banking, as described further below.

### ADDITION OF NEW SERVICES

LendingClub may, from time to time, introduce new online or mobile services. We may notify you of the existence of these new services when they become available and, if you choose to make use of any new service, you agree to be bound by any terms and conditions regarding the new services that we may send to you.

### LOCKING AND UNLOCKING OF ONLINE BANKING SERVICES

If you wish to lock the Service, you may call us at 800.242.0272 (Please visit the Contact Us page for hours of operation: <https://www.lendingclub.com/company/contact/deposits-accounts>), send a secure message through your Online or Mobile Banking or send us locking instructions in writing to PO Box 55063, Boston, MA 02205-5063. In order to unlock your Online and Mobile Banking Services, you must call us at the appropriate number as referenced above. Any Bill Payment(s) already processed before the requested lock date will be completed by Online Banking. All scheduled payments after the requested lock date, including recurring payments, will be processed once Online and Mobile Banking is unlocked. It is your responsibility to cancel any scheduled Bill Payment or Transfer prior to lock request. We may terminate or suspend the Service to you at any time and for any reason. We may terminate the Service to you if you engage in unauthorized transactions or gain unauthorized access to information concerning another individual. We also reserve the right to lock access to the Service in the event your service is inactive for a period of 150 days. Neither locking the Service nor suspension shall affect your liability or obligations under this Agreement.

### ALTERATIONS, AMENDMENTS AND TERMINATION

This Agreement or any applicable fees and service charges may be changed, altered or amended by LendingClub at any time and from time to time. In such event, LendingClub shall provide notice to you. Any use of the service in Online or Mobile Banking after the effective date of any change in terms will constitute your agreement to such change(s). Further, LendingClub may, from time to time, revise or update the applications, services, and/or related material. LendingClub reserves the right to terminate this Agreement. We may terminate this Agreement immediately if you misuse any Service, or if you withdraw your consent to receiving future notices in electronic form, we will immediately terminate your participation in the Service and close your deposit account.

### ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made within Online or Mobile Banking or calling us at 800.242.0272. Please visit our Contact Us page for hours of operation: <https://www.lendingclub.com/company/contact/deposits-accounts>. LendingClub is not responsible for any payment processing errors of fees incurred if you do not provide accurate

bill payment or contact information.

## FEES AND CHARGES

You agree to pay the fees and charges for your use of any services offered through Online or Mobile Banking as set forth in the Personal Product Terms & Conditions (<https://www.lendingclub.com/legal/deposits/personal-products-terms-and-conditions>), as applicable and as may be amended from time to time with notice to you as required by Applicable Law. You authorize us to charge the Fee Account or, if there are insufficient funds in the Fee Account, any other LendingClub Bank Account for the fees. If you close the Fee Account, you must notify us immediately and identify a new Fee Account. Failure to notify us may result in termination of Online and Mobile Banking services.

## TRANSFERS, PAYMENTS AND TRANSACTION LIMITS

We may from time to time limit the number of, the type, and dollar amounts of any checks, drafts, withdrawals, or transfers made by use of our Services, notwithstanding the amount in your accounts. Any applicable limits on the number of transactions that may be performed on your LendingClub savings or money market accounts are described in the Product Terms & Conditions (<https://www.lendingclub.com/legal/deposits/personal-products-terms-and-conditions>) for such accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold is removed. We may, at our discretion, allow your transfers to be paid and create an overdraft on the account. You agree to immediately reimburse us for the amount of the overdraft, and to pay any overdraft charges that may apply to your account, as set forth in your Account Agreements.

You authorize LendingClub to withdraw, debit or charge the necessary funds from your designated LendingClub account on the date on which you schedule any payment to begin processing or submit a transfer request. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your account(s) at the time of the withdrawal.

## YOUR INSTRUCTIONS

In our sole discretion, we may follow your instructions concerning your use of the Service, whether such instructions are provided by you in writing, electronically, orally (including our recording of your oral instructions) or by other means, and we may do so without any liability to you. We reserve the right to refuse to follow any instructions that you give us that we believe may expose us to potential liability. We will not have any liability to you if we do not follow your instructions in these situations. If, however, we decide to follow your instructions in these situations, we reserve the right to ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us.

## RECORDING OF INFORMATION AND DISCLOSURE TO THIRD PARTIES

The information and secure messages you enter through Service may be recorded. We may disclose information about your accounts, or the transfers, transactions or payments you perform, to third parties and you hereby authorize those third parties to disclose similar information to us:

- a. where it is necessary for completing transfers or transactions; or
- b. in order to verify the existence and condition of your account for a third party such as, for example, a credit bureau, a merchant or another financial institution; or
- c. where required by a federal, state, or local law or regulation to do so;
- d. in response to a subpoena or are ordered by a court to do so;
- e. in the investigation or prosecution of alleged fraudulent activity concerning your accounts;
- f. if you give us your permission; or
- g. as may be otherwise authorized in other agreements with us and as set forth in Privacy Policy | LendingClub Bank (<https://www.lendingclub.com/legal/privacy-policy>)

## COMMUNICATIONS FROM LENDINGCLUB BANK

We will only send information concerning Services to the email address or mailing address you have designated to us (either in your enrollment or previously in other financial arrangements with LendingClub). This is done as a security procedure to help ensure the confidentiality of your Online and Mobile Banking relationship. We will provide all future electronic notices as required by applicable law. However, if an emergency occurs or if a change is necessary to maintain or restore the security of an account or the Online or Mobile Banking system, we will provide any required change in terms notice as soon as possible as permitted by applicable law. You may download or print the notices from your computer. At your request, we will provide you with a paper copy of any of the above documents or notices without any fee. You may withdraw your consent to receiving future notices in electronic form, but if you do, we will immediately terminate your participation in the Service and will close your account.

## YOUR COMMUNICATIONS WITH LENDINGCLUB BANK

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

**Email:** You can contact us by email at [bankhelp@lendingclub.com](mailto:bankhelp@lendingclub.com)\*. Please note that email is not a secure channel. Therefore, no sensitive account information or transaction activity should be included via email.

**Telephone:** You may contact us by telephone at our toll-free number 800.242.0272.

**Web Chat:** You can web chat with us from our website at [www.lendingclub.com](http://www.lendingclub.com).

**Postal Mail:** You can write to us at: P.O. Box 55063 Boston, MA 02205.

**In Person:** You may visit us in person at any one of our branch locations.

## PROCESSING CUT-OFF TIMES

Except as otherwise provided in this Agreement, any Internal Transfers submitted by you after 9:30 p.m. (Eastern Time) are considered part of the next Business Day. External Transfers sent by you after 3:00 p.m. (Eastern Time) are considered part of the next Business Day. Bill Payment requests submitted after 2:00 p.m. (Eastern Time) are considered part of the next Business Day. We reserve the right to change these cut-off times. You will receive notice if they change in accordance with Applicable Law.

## YOUR LOGIN ID, PASSWORD AND OTHER SECURITY PROCEDURES

You will be required to use a Login ID assigned to or selected by you, as well as a password selected by you, each time you log-in to use Online or Mobile Banking. You agree that we may rely on your Login ID, password and other security procedures, as further described below and as we may modify in our sole and exclusive discretion from time to time, to identify and authenticate you when you use the Service (hereinafter, collectively the "Security Procedures"). You agree to protect the Security Procedures to prevent unauthorized use.

The following Security Procedures apply to access by all customers, except as otherwise expressly provided, to LendingClub Bank's Online and Mobile Banking Service. The Bank may issue new Security Procedures and/or cancel or change any Security Procedures from time to time.

Except as may otherwise be noted, the following Security Procedures are required for all Online and Mobile Banking Service customers:

**Login ID:** This is the electronic identification (in letters, numerals and special characters) associated with each user of the Online and Mobile Banking Service that will be used for log-in.

**Password:** Each user of the Online and Mobile Banking Service will also be required to have a unique password known only to the user. Passwords are case-sensitive and must meet certain requirements including but not limited to minimum and maximum length and types of characters, as further described in the Online and Mobile Banking system. Each user is strongly recommended to change his or her individual password at least every 180 days for security purposes. Login IDs and individual passwords may not be shared with any other person or entity.

**Enhanced Log-in Security:** In addition to the above individual Login IDs and passwords, access to the Online and Mobile Banking Service includes, as part of the security procedures, a multi-factor authentication security procedure at log-in for each user. Enhanced log-in security incorporates an additional multi-part credential for each user of Online and Mobile Banking of identity authentication that may include, but is not limited to, additional log-in security features such as security cookies, flash objects, and one-time pass-codes. The enhanced log-in security will require each user of Online and Mobile Banking to establish and utilize, in addition to individual Login IDs and passwords, his/her own individual authentication by selecting a preferred out-of-band delivery channel for one-time pass-codes that may be required from time to time at log-in. These log-in pass-codes may be delivered to users via SMS text or phone call or such other method as Bank may offer from time to time.

**Mobile Authentication Code:** This is a four-digit numeric code (like an ATM PIN) that is set-up by you during enrollment in the Service to be used for certain Online Banking Service activities and transactions initiated using a mobile device, including but not limited to Bill Payment Service transactions.

**Minimum System Requirements:** Online Banking is designed to operate using the latest operating system and browser combinations. It is important for you to keep your Computer's operating system and browser version current to ensure maximum security and user experience. We recommend the following:

- update the Computer operating system
- keep the browser current
- install anti-virus software and anti-spyware software
- change passwords on a regular basis
- do not click links inside spam email, especially emails claiming to offer anti-spyware software

**Additional Strongly Recommended Security Procedures:** From time to time and as applicable, the Bank may make available additional Security Procedures for use with Online Banking. The Bank strongly recommends the use of these additional Security Procedures to help deter and protect against unauthorized transactions associated with the Services, including the following:

- **Alerts:** As further described in this Agreement, the Bank provides optional Account and security alerts associated with certain modules of Online Banking and the Mobile Banking Service that you may elect to use. Alerts may be set up to notify you of key Online Banking transactions or when other important activity has occurred.

You acknowledge and understand the importance of your role in preventing misuse of your Accounts through Online Banking. You agree that it is your sole responsibility to protect the confidentiality of your Account and Account number, the Security Procedures, and your personal identification information, such as your driver's license number and social security or tax identification number. You should not use a public computer to access Online Banking. You agree that if you access the Service from a computer other than your own (such as a public computer terminal at a library or Internet café), you will not leave the computer unattended while using the Service. You also agree that, in such situations, you will always end your session using the Service by clicking on the LOG OFF button located at the top right-hand corner of the screen. We will not be liable to you for any losses that may result from your failure to follow these security provisions.

You understand that personal identification information, by itself or together with information related to your Account, may allow unauthorized entry and access to your Account. Data transferred via Online Banking is encrypted in an effort to provide transmission security, and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other.

We will never email you to request your Login ID and password or your personal Account information over the Internet. If you suspect that an unsolicited email of this nature is fraudulent, please contact us.

#### **PASSWORD AND SECURITY / YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS / ERRORS AND QUESTIONS**

You agree not to give or make available your PIN/Password/User ID or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Services. If you permit other persons to use Services or your PIN/Password/User ID or other means to access your account, you are responsible for any transactions they authorize. If you believe that your PIN/Password/User ID or other means to access your account has been lost or stolen or that someone may attempt to use Services without your consent or has transferred money without your permission, you must notify us at once by contacting us at 800.242.0272, and we may require that you update your PIN/Password/User ID to protect your account security. Please visit the Contact Us page (<https://www.lendingclub.com/company/contact/deposits-accounts>) for hours of operation) For more information on your rights and obligations concerning unauthorized or erroneous Transactions, please refer to your Deposit Account Agreement.

#### **VIRUS PROTECTION**

Neither we nor our Third Parties are responsible for any electronic virus that you may encounter using Online or Mobile Banking. You are encouraged to routinely scan your Computer and files using reliable virus protection products to detect and remove viruses. If undetected and un-repaired, a virus can corrupt and destroy your programs, files and hardware.

#### **OUR THIRD PARTIES**

You acknowledge that certain third parties, agents or independent service providers (hereinafter "Third Parties") may, from time to time, provide services ("Third Party Services") to us in connection with our provision of the Service to you and that, accordingly, our ability to provide the Service hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third Party Services may involve the processing and/or transmission of your data, instructions (oral or written) and funds. You agree that we may disclose your financial information to such Third Parties (i) where it is necessary to provide the Service requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; (iii) when you give your written permission; or (iv) where otherwise required or permitted by Applicable Law.

We will be responsible for the acts and omissions of our Third Parties in the same manner as if we had performed that portion of the Service ourselves, and no claim may be brought by you against such Third Parties. Notwithstanding the foregoing, any claims against us (with respect to the acts or omissions of our Third Parties) or our Third Parties shall be subject to the limitations of liability set forth in this Agreement to the same extent as if we had performed that portion of the Service ourselves. We will not be deemed to be the agent of or responsible for the acts or omissions of any person (other than our Third Parties), however, and no such person shall be deemed our agent.

#### **Proprietary Rights in Service Content; Limited License**

All content within all products and services offered by LendingClub through the public website and through Online and Mobile Banking (each a "Service"), including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "Service Content"), are the proprietary property of LendingClub with all rights reserved. No Service Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without LendingClub's prior written permission, except as provided in the following sentence and except that the foregoing does not apply to your own user content that you legally post within a Service. Provided that you are eligible for use of a Service, you are granted a limited license to access and use the Service and to download or print a copy of any portion of the Service Content solely for your use in connection with your use of the Service, provided that you keep all copyright or other proprietary notices intact. Except for your own user content, you may not republish Service Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Service Content is strictly prohibited. Any use of any Service or any Service Content other than as specifically authorized herein, without the prior written permission of LendingClub, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time without notice and with or without cause.

**User Conduct:** You agree not to use the Online and Mobile Banking Service or the content or information delivered through the Online and Mobile Banking Service in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in any software associated with the Mobile Banking Service; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Online and Mobile Banking Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Mobile Banking Service; (i) interfere with or disrupt the use of the Mobile Banking Service by any other user; or (j) use the Mobile Banking Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

#### **LINKS TO OTHER WEB SITES AND CONTENT**

By using a Service, you may access or receive links to other web sites ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (the "Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through any Service or any Third Party Content posted within any Service, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of or linking to any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave any Service and access the Third Party Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate.

## DISPUTES

In the event of a dispute regarding Online and Mobile Banking, you and LendingClub agree to resolve the dispute by looking to this Agreement. You agree that this Agreement and your Deposit Account Agreement are the complete and exclusive statement of the agreement between you and LendingClub.

## ASSIGNMENT

We may assign any of our rights or delegate any of our responsibilities in whole or in part without notice to or consent from you. You may not assign, delegate or otherwise transfer your rights or responsibilities under this Agreement without our prior written consent, which consent we may grant or withhold in our sole discretion.

## NO WAIVER

No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the delay or failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

## CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## COMPLIANCE

You and we agree to comply with (i) the Account Agreements, and (ii) all Applicable Laws, regulations, rules and orders, including without limitation all applicable National Automated Clearing House Association ("NACHA") rules, regulations, and policies, the Uniform Commercial Code ("UCC"), the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC") requirements, and all applicable laws, regulations and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN").

## GOVERNING LAW

This Agreement is governed by and interpreted according to federal law and the laws and regulations of the state of Utah. If state and federal law are inconsistent, or if state law is preempted by federal law, federal law governs. This Agreement may rely upon all applicable preemptions afforded to national banks by the laws and regulations of the United States of America.

## EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## ADDITIONAL LIMITS ON LIABILITY

Except to the extent required or provided in this Agreement or by Applicable Law, or as otherwise expressly provided in this Agreement, we shall not be liable for any Losses caused by any act or omission of any third party; for any charges imposed by any third party; or for any Losses caused by any failure of the hardware or software utilized by a third party to provide the Service to you.

We shall not be liable or responsible for damages incurred as a result of data supplied by you that is inaccurate, incomplete, not current or lost in transmission. It is understood that we assume no liability or responsibility for the inaccuracy, incompleteness or incorrectness of data as a result of such data having been supplied by you through data transmission.

We are not liable for failing to act sooner than required by this Agreement or Applicable Law. We also have no liability for failing to take action if we had discretion not to act.

We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order or other instruction received from you) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed our agent. We shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in our having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall we be liable for any damages resulting from our action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, we will compensate you for loss of interest on funds as a direct result of our failure to comply with such laws in executing electronic transfers of funds, if such failure was within our control.

## II. Basic Features of Service

By enrolling in Online and Mobile Banking, you will have access to the Service's basic features, which allow you to:

1. View current balance and transaction information on your Account(s);
2. View Account history;
3. Perform Internal Transfers between certain Account(s) you have with us on either a one-time or recurring basis;



4. Perform certain External Transfers between your Account(s) with us and accounts at other financial institutions on either a one-time or recurring basis;
5. Stop payment of checks you have written;
6. Download and/or export Account history information for use with other systems such as Quicken® and QuickBooks®;
7. View check images;
8. Perform self-service Account maintenance such as re-ordering checks, viewing images of paid checks, viewing account statements and changing address and phone information;
9. Set-up Account alerts;
10. Receive Online Statements;
11. Send secure messages to us regarding the Service;
12. Pay bills using the Bill Payment Service;
13. Use your Mobile Device to perform certain Mobile Banking Service functions;
14. Use your Mobile Device to perform certain Mobile Deposit Service; and
15. Some of the above features may not be available for certain Accounts or customers. Additional information regarding some but not necessarily all of the above features is provided below.

### III. Internal Transfers

Internal Transfers move funds to or from an eligible LendingClub Account titled to you to or from another eligible LendingClub Account titled to you.

**Transfer Authorization and Funds Availability.** By providing transfer instructions via Online or Mobile Banking, you represent and warrant to us that you have the right to authorize and permit us to affect such funds transfers, or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third-party rights.

You warrant and represent that the information you are providing us is true, correct, and complete. You authorize us to follow the transfer instructions that we receive. When we receive a transfer instruction, you authorize us to debit/credit your accounts on your behalf.

It is your responsibility to ensure the accuracy of any information that you enter, and to inform us as soon as possible if you become aware that any information is inaccurate. You hereby authorize and permit us to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

You agree that the Available Balance in your Account is sufficient to pay for all Internal Transfers requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse an Internal Transfer, as applicable, if you fail to comply with this requirement or any other terms of this Agreement.

If your Available Balance is not sufficient to cover the Internal Transfer and we have not exercised our right to reverse or reject an Internal Transfer, as applicable, you agree to pay for such payment obligations on demand. You further agree that we may, at our option, charge any of your Accounts with us to cover such payment obligations.

**When Transfers are Debited/Credited to/from Your Account(s).** Although transfers are enacted immediately upon completion of an Online or Mobile Banking session for same-day one-time Internal Transfers made during the session, you must make Internal Transfers by the established funds transfer cut-off time displayed in Online and Mobile Banking for those funds to be posted on an Account on the same Business Day and to be available for non-Online Banking Service transactions. Internal Transfers designated as same-day one-time Internal Transfers made after the established funds transfer cut-off time on a Business Day, or on a weekend or holiday, will be available on the following Business Day.

**Scheduling Internal Transfers.** Internal Transfers can be scheduled (or initiated) on either a one-time basis or a recurring basis. One-time transfers may be scheduled to be sent immediately or scheduled to be sent on a future date. Same-day one-time transfers (those made prior to the cut-off time as set forth in Online and Mobile Banking and/or in this Agreement) may not be cancelled for any reason once the transaction has been approved by us. The recurring transfer feature may be used when a set amount is transferred at regular intervals. One-time future-dated or future recurring transfers scheduled for a weekend, or a non-Business Day will be processed on the next Business Day.

You may also request that a transfer be made on a future date that you may designate in advance of the Scheduled Initiation Date. The "Scheduled Initiation Date" will be the effective date you enter, or the next Business Day should the date fall on a weekend or holiday. If you request a transfer for a future date, we process the transaction at the opening of business on that day if it is a Business Day; otherwise, the transaction will be processed on the following Business Day.

Scheduled future Internal Transfers may be cancelled up to the established funds transfer cut-off time displayed in Online and Mobile Banking in advance of the Scheduled Initiation Date.

**Recurring Internal Transfers.** If you designate an Internal Transfer as a recurring transfer, you may request, and we will use, a date that re-occurs on a specified regular basis (e.g., weekly, semi-monthly, monthly, etc). You will designate a "start date". You must have sufficient Available Balance by midnight of the night before the Scheduled Initiation Date; however, funds will be deducted from your designated Account on the Scheduled Initiation Date. Recurring transfers may be cancelled up to the established funds transfer cut-off time displayed in Online and Mobile Banking in advance of the Scheduled Initiation Date.

**Canceling or Modifying Scheduled Internal Transfers.** Future-dated Internal Transfers (either one-time or recurring) can be cancelled prior to the cut-off time set forth in Online or Mobile Banking on the Business Day prior to the date the transfer is scheduled to be made; however, if the transfer's status is processing, you can no longer cancel it.

**Limitations on Transfers.** In addition to the daily limits described in the applicable Product Terms & Conditions (<https://www.lendingclub.com/legal/deposits/personal-products-terms-and-conditions>), Internal Transfers are subject to daily and aggregate total limits which may change at any time, without prior notice (other than any notice required by applicable law).

**Disqualifying Events.** You agree that we may reduce the dollar limits on transfers as described above, or terminate your eligibility to make future transfers (including canceling scheduled future transfers), in each case without prior notice (other than any notice required by Applicable Law), upon occurrence of a Disqualifying Event. Each of the following is a "Disqualifying Event":

Any of your Accounts with us are not current or are not in good standing.

You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Account with us during the current or three (3) prior calendar months.

You have had any prior External Transfer involving accounts at other financial institutions cancelled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

You attempt to use External Transfers to transfer funds between your eligible consumer Accounts with certain non – consumer accounts at other financial institutions, or to transfer funds between your eligible business Accounts with certain non – business accounts at other financial institutions.

We suspect fraud or unauthorized use has or may occur with respect to your Account(s) with us or with respect to any External Transfer(s).

**Errors.** You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit transfer instructions on your behalf. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, the Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

a. You will reimburse the Bank immediately upon demand the amount of the payment instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Account to allow the debit processing to be completed.

b. The bank is authorized to report the facts concerning the return to any credit reporting agency.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the Account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

## IV. External Transfers

External Transfers are outbound and inbound transfers that move funds to or from an eligible LendingClub Account titled to you, to or from an account at an external financial institution that you have linked within Online and Mobile Banking for the purpose of moving funds ("External Transfers"). An "Inbound" transfer moves funds to an eligible LendingClub Account titled to you from an account at an external financial institution titled to you. An "Outbound" transfer moves funds from an eligible LendingClub Account titled to you to an account at an external financial institution titled to you.

**Linked Accounts.** You will need to add each account at an external financial institution that you wish to use for External Transfers as a linked account in Online and Mobile Banking.

We reserve the right to obtain additional information regarding the linked account(s) as we deem reasonably necessary to process External Transfers. We may verify the accounts that you link for purposes of External Transfers from time to time. You authorize us to do so through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the account.

Once the test transfer is complete, we may ask you to access your account at the external financial institution to tell us the amount of the test credit or debit, or any additional information reported by your external financial institution regarding this test transfer. We may also verify your account with the external financial institution by employing external databases and services, or by requiring you to submit proof of ownership of the account.

**Transfer Authorization and Funds Availability.** By providing transfer instructions via Online or Mobile Banking, you represent and warrant to us that you have the right to authorize and permit us to affect such funds transfers, or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third-party rights.

You warrant and represent that the information you are providing us is true, current, correct and complete. You authorize us to follow the transfer instructions that we receive. When we receive a transfer instruction, you authorize us to debit/credit your Accounts, both LendingClub and the external financial institution, on your behalf. It is your responsibility to ensure the accuracy of any information that you enter, and to inform us as soon as possible if you become aware that any information is inaccurate. You hereby authorize and permit us to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

# | Personal Online and Mobile Agreement

**a.** You understand and agree that at all times your relationship with each account provider is independent of us and your use of the Service. We will not be responsible for any acts or omissions by the financial institution or other provider of any account, including without limitation any modification, interruption or discontinuance of any account by such provider.

**b.** YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE AFFECTING AN EXTERNAL TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD-PARTY. YOU AGREE THAT THE BANK, ITS AFFILIATES, SERVICE PROVIDERS AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION GRANTED BY YOU. YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF i. OUR INABILITY, DUE TO THE ACTIONS OF A THIRD-PARTY, TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR TRANSFER INSTRUCTIONS; ii. ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; iii. ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS FOR FUND TRANSFERS AND iv. ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

**c.** Not all types of accounts are eligible for the Service. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from transfers that are not permitted under such restrictions by the provider of your Account or those imposed by applicable law.

**d.** If external transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

You agree that the Available Balance in your Account is sufficient to pay for all External Transfers requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse an External Transfer, as applicable, if you fail to comply with this requirement or any other terms of this Agreement.

If your Available Balance is not sufficient to cover the External Transfer and we have not exercised our right to reverse or reject an Internal Transfer, as applicable, you agree to pay for such payment obligations on demand. You further agree that we may, at our option, charge any of your Accounts with us to cover such payment obligations.

**When Transfers are Debited/Credited to/from Your Account(s).** Funds involving an External Transfer from your LendingClub Account (Outbound) will be debited from your Account immediately upon completion of the Online or Mobile Banking session for same-day one-time External Transfers. Funds involving an External Transfer to your LendingClub Account (Inbound) will be credited to your Account immediately upon completion of the Online or Mobile Banking session for same-day one-time External Transfers, and debited from the external financial institution on the next Business Day after you initiate the transfer. Funds credited to the LendingClub Bank account will not be available for use until the 3rd business day following the day of credit.

For accounts that are less than 30 days old, the funds credited to the LendingClub Bank account will not be available until the 5th business day following the day of credit.

Although transfers are debited or credited from your LendingClub Account immediately upon completion of an Online or Mobile Banking session for same-day one-time External Transfers made during the session, you must make External Transfers by the established cut-off time displayed in Online and Mobile Banking for those funds to be posted on an Account on the same Business Day and to be available for non-Online Banking Service transactions. External Transfers designated as same-day one-time External Transfers made after the established funds transfer cut-off time on a Business Day, or on a weekend or holiday, will be available on the following Business Day.

Occasionally, your External Transfer requests may require additional review before posting to your account and impacting your Actual Balance and Available Balance. During that time, the transaction will appear in Scheduled Transactions and be treated as a scheduled External Transfer.

**Scheduling External Transfers.** External Transfers can be scheduled (or initiated) on either a one-time basis or a recurring basis. One-time transfers may be scheduled to be sent immediately or scheduled to be sent on a future date. Same-day one-time transfers (those made prior to the cut-off time as set forth in Online and Mobile Banking and/or in this Agreement) may not be cancelled for any reason once the transaction has been approved by us. The recurring transfer feature may be used when a set amount is transferred at regular intervals. One-time future-dated or future recurring transfers scheduled for a weekend, or a non-Business Day will be processed on the next Business Day.

You may also request that a transfer be made on a future date that you may designate in advance of the Scheduled Initiation Date. The "Scheduled Initiation Date" will be the effective date you enter, or the next Business Day should the date fall on a weekend or holiday. If you request a transfer for a future date, we process the transaction at the opening of business on that day if it is a Business Day; otherwise, the transaction will be processed on the following Business Day.

Scheduled future External Transfers may be cancelled up to the established funds transfer cut-off time displayed in Online and Mobile Banking in advance of the Scheduled Initiation Date.

**Recurring External Transfers.** If you designate an External Transfer as a recurring transfer, you may request, and we will use, a date that re-occurs on a specified regular basis (e.g., weekly, semi-monthly, monthly, etc). You will designate a "start date". You must have sufficient Available Balance by midnight of the night before the Scheduled Initiation Date; however, funds will be deducted from your designated Account on the Scheduled Initiation Date. Recurring transfers may be cancelled up to the established funds transfer cut-off time displayed in Online and Mobile Banking in advance of the Scheduled Initiation Date.

You authorize LendingClub Bank to withdraw the selected amount at the interval requested in your recurring External Transfer setup. Note that External Transfers only take place on Business Days.

**Deleting or Modifying Scheduled External Transfers.** Future-dated External Transfers (either one-time or recurring) can be deleted prior to the cut-off time set forth in Online or Mobile Banking on the Business Day prior to the date the transfer is scheduled to be made; however, if the transfer's status is processing, you can no longer delete it.

**Limitations on Transfers.** In addition to the daily limits described in the applicable Product Terms & Conditions (<https://www.lendingclub.com/legal/deposits/personal-products-terms-and-conditions>), External Transfers are subject to daily and aggregate total limits which may change at any time, without prior notice (other than any



notice required by applicable law).

**Disqualifying Events.** You agree that we may reduce the dollar limits on transfers as described above or terminate your eligibility to make future transfers (including canceling scheduled future transfers), in each case without prior notice (other than any notice required by Applicable Law), upon occurrence of a Disqualifying Event. Each of the following is a "Disqualifying Event":

- Any of your Accounts with us are not current or are not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Account with us during the current or three (3) prior calendar months.
- You have had any prior External Transfer involving accounts at other financial institutions cancelled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.
- You attempt to use External Transfers to transfer funds between your eligible consumer Accounts with certain non – consumer accounts at other financial institutions, or to transfer funds between your eligible business Accounts with certain non – business accounts at other financial institutions.
- We suspect fraud or unauthorized use has or may occur with respect to your Account(s) with us or with respect to any External Transfer(s).

**Errors.** You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit transfer instructions on your behalf. You understand that financial institutions receiving the transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, the Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

- a. You will reimburse the Bank immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed.
- b. The bank is authorized to report the facts concerning the return to any credit reporting agency.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the Account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

## V. Bill Payment Service

Once enrolled in Online and Mobile Banking, you may use our Bill Payment Service to direct us and/or our Service Provider to make payments from the Funding Account to the Payees that you choose in accordance with this Agreement.

The Bill Payment Service will process Payments in accordance with the Payment instructions you provide. The Bill Payment Service will only process Payments on Business Days. The Bill Payment Service will debit your Funding Account or issue a draft against the Funding Account and deliver those funds to the designated Payee on your behalf such that the funds arrive as close to the designated Deliver By Date as is reasonably practicable.

### The Bill Payment Process

**Setting Up and Maintaining Payees:** To begin using the Bill Payment Service, you will first need to establish at least one Payee in your Payee List. You may add, modify, or delete Payees as needed. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as but not limited to, the address to which the Payee specifies payments are to be delivered, your account number with the Payee, the name on your account with the Payee, etc., except where the Bill Payment Service expressly indicates that it shall manage such Payee information, such as a Merchant's remittance address. Payees must reside or exist within the United States of America or its territories or the commonwealth. The Service Provider and/or we reserve the right to refuse or remove a Payee for any reason.

Payees may include individuals, using the Pay a Person selection. You may select to pay the individual using one of three methods: email/text notification and the payee provides the routing and account number, electronically (ACH) and you provide the routing and account number, or via mailed check.

**Payment Remittance Method:** Numerous business and technical requirements determine if a Payee can accept Payments electronically, but in all cases, Payments can be remitted by check. The Service Provider shall have sole discretion to determine the appropriate remittance method. In order to process Payments efficiently and effectively, or otherwise comply with a Payee's remittance requirements, the Bill Payment Service reserves the right to change or update Payee data or alter the method of Payment remittance. Neither the Service Provider nor we shall be responsible for late Payments, nor to reimburse you for late fees, due to: (i) U.S. postal delivery issues; (ii) electronic remittance network issues; (iii) your Payee's payment processing procedures; (iv) instances where the financial risk associated with the Payment requires check remittance instead of electronic remittance or additional Business Days to ensure sufficient funds in the Funding Account are available; or (v) other circumstances beyond Service Provider's or our control.

Depending upon the selected remittance method, the system will calculate the "Payment will be sent on" date ("Send Date") of your payment based on your chosen Delivery Date. This is only an estimate, so please allow ample time for your payments to reach your Payees.

**Funding Account(s):** If you have multiple accounts with LendingClub Bank, you may request the Funding Account to vary by transaction.

# | Personal Online and Mobile Agreement

**Available Funds:** For payments which will be processed electronically, the funding account must have sufficient funds on the business day prior to the due date of the payment. If a bill payment is processed against any uncollected deposit, uncollected balance, or otherwise insufficient funds, the payment will be cancelled, and your account may be assessed and charged the appropriate returned item charges.

**One-Time Payments:** A one-time payment will be processed on the Send Date based on the date that you designate as the payment's Delivery Date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 2 pm Eastern Time.

A one-time payment submitted after the cut-off time on the designated Send Date will be processed on the next business day. If you designate a non-Business Day (generally weekends and certain holidays) as the payment's Deliver Date, the payment will be processed on the first business day following the designated Delivery Date.

**Recurring Payments:** When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a Send Date is calculated for the next occurrence of the payment. If the calculated processing date is a non-Business Day (generally weekends and certain holidays), or you have selected Last Business Date as your frequency setting, the payment will be processed on the first Business Day prior to the calculated processing day/date or Last Business Date.

If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated Send Date, then the last calendar day of that month is used as the calculated processing date. If the last calendar day of that month is a non-Business Day (generally weekends and certain holidays), the payment will be processed on the first Business Day prior to the calculated processing date.

You authorize LendingClub Bank to withdraw the selected amount at the interval requested in my recurring Bill Payment Service setup. Note that Bill Payments only take place on Business Days.

**Rushed Payments:** LendingClub Bank provides the option to make Rushed Payments (used for payments to be delivered next-day or 2 days from the scheduled date) to certain payees. Applicable fees may apply and will be presented prior to submission. You are responsible for providing an accurate physical street address for delivery. Rushed delivery is not available to PO boxes. Delivery fees will not be refunded for an invalid or incorrect payee address.

**Editing or Cancelling a Payment:** A bill payment can be changed or cancelled any time prior to the cutoff time on the Send Date.

Once a Payment is in-process, it cannot be cancelled through the Bill Payment Service. Instead, you must contact Customer Service to request a stop payment. A Recurring Payment may be edited or cancelled after processing for the then-current Payment instance is complete.

**Stop Payment:** To request a Stop Payment after a Payment has been scheduled, you must contact us at 800.242.0272. The ability to stop a Payment successfully between the Send Date and the Delivery Date depends on, among other things, how the funds were remitted to the Payee and the elapsed time since the Send Date. The Service Provider and LendingClub Bank will make commercially reasonable efforts to stop a Payment per your request but shall have no liability if unsuccessful. You may be charged a stop payment fee by LendingClub Bank for each request.

**Returned Payments:** In using the Bill Payment Service, you understand that Payments may be returned by or to the Service Provider for various reasons including: the account or account number at the Payee is not valid, the Payee address is not valid, the Payee returns or rejects the remittance item, the account at the Payee has been paid in full or has been turned over to another company or individual. The Bill Payment Service shall use commercially reasonable efforts to research and correct the returned payment or void the payment and credit your Payment Account. You may receive notification of such occurrences from the Bill Payment Service.

**Exception Payments:** Tax payments and court-ordered payments through the Bill Payment Service are discouraged and must be scheduled at your own risk. In no event shall we or the Service Provider be liable for any claims or damages resulting from your scheduling these types of Payments. The Service Provider shall have no obligation to research or resolve any claim resulting from any such Payment. All research and resolution for any misapplied, mis-posted or misdirected Payments will be your sole responsibility.

## Bill Payment Servicing Terms

**Your Responsibilities:** You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment.

Neither LendingClub Bank nor the Service Provider is responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. Neither LendingClub Bank nor the Service Provider is liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. Neither LendingClub Bank nor the Service Provider is responsible for your acts or omissions or those of any other person, including any Payee or transmission or communications facility, and no such party shall be deemed to be our and/or the Service Provider's agent. In no event will LendingClub Bank and/or the Service Provider be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with the Bill Payment Service, even if LendingClub Bank and/or the Service Provider have knowledge of the possibility of them. Neither LendingClub Bank nor the Service Provider is liable for any act, failure to act or delay in acting with respect to the Bill Payment Service if it is caused, in whole or in part, by any cause beyond our and/or the Service Provider's reasonable control.

It is your sole responsibility to maintain accurate and complete contact information and Funding Account information in your user profile.

This includes, but is not limited to, name, address, phone numbers and email addresses, and verifying account numbers. Changes can be made within the Bill Payment Service. Changes you make are typically effective immediately. Neither the Service Provider nor we shall be responsible for any payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

**Transaction Responsibilities:** The Service Provider shall use commercially reasonable efforts to process the Scheduled Payments in accordance with your instructions. Except where Applicable Law requires or provides otherwise, neither LendingClub Bank nor the Service Provider shall be liable for any Payment transaction if: (i) you do not have enough money in the Funding Account to complete the transaction; (ii) a legal order prohibits withdrawals from your Account; (iii) the Funding Account is closed, has been frozen, or is otherwise not authorized to debit the corresponding Payment Amount; (iv) the transaction would cause your Account balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commit fraud or violate any law or regulation in connection with the Bill Payment Service;

(vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide complete and correct Funding Account, Payment or Payee information; (viii) you did not properly follow the instructions or terms and conditions for use of the Bill Payment Service; (ix) you knew and/or had been advised that the Bill Payment Service was not operating properly at the time you scheduled the Payment; (x) there is a postal delay; or (xi) circumstances beyond the Service Provider's control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

With the exception of the foregoing, if the Bill Payment Service incorrectly debits your Funding Account and/or directs funds from the Funding Account to a Payee inconsistent with the instructions you specified in the Scheduled Payment, the Bill Payment Service shall, upon detecting the error or receiving notice from you, be responsible for returning the improperly transferred funds to your Funding Account and/or redirecting funds to the proper Payee and/or contacting the Payee to request appropriate adjustments on your account with the Payee.

**Service Guarantee:** The Service Provider will bear responsibility for any late-payment-related charges up to \$50.00 should a Payment post after the Scheduled Payment Due Date or Deliver By Date, provided that the Payment was scheduled, and the Payee information was maintained in accordance with the terms and conditions described within this section. Notwithstanding the foregoing, the Service Provider shall not be responsible for any such charges if the Service Provider does not have responsibility or liability for a Payment transaction, late payments or late payment related charges under the other provisions of this section.

The Service Provider reserve the right to charge you for research time involving Payments no longer available in your Payment history screen. You will be informed of any such charges before they are incurred.

## VI. Financial Management (FM) Software

Once enrolled in Online and Mobile Banking, you may supplement and/or enhance your use of the Service by use of a one-way connection ("Web Connect") from the Service to certain FM software (e.g., Intuit's QuickBooks and related products), which allows you to automatically download Online Transactions and match them with existing transactions from your financial management software. Access to Account information through FM software must be done using an active User ID, password and any other access devices or other secure method as may be required. If you choose to use FM software, you must purchase this software from the software manufacturer, or a retailer of your choice. Your use of the FM software is governed by the software license agreement(s) included with each software application. You must agree to the terms and conditions of the software license agreement(s) during the installation of the FM software on your Computer. You are responsible for the correct set-up and installation of the FM software, as well as maintenance, updates and upgrades to the FM software and/or your Computer. We make no warranties nor accept any liability for such software. We are not responsible for any problems related to the FM software itself, your Computer or your ability to connect using the FM software as described in this Agreement. You are responsible for all Online Transactions that you authorize using FM software. If you permit others to access the Service using FM software, you are responsible for all Online Transactions they initiate. You must establish your own internal security procedures for persons that you may authorize to use the Service via FM software and to prevent unauthorized use by other persons. You should verify all Account data obtained and Online Transactions executed on your Accounts using FM software. Our records of Online Transactions, instructions and communications regarding your Accounts and use of the Service supersedes any records stored or created on your Computer equipment through the use of FM software. You are responsible for any and all obligations to any software vendor arising from your use of that vendor's FM software.

## VII. Electronic Statement (eStatement) Service

This section describes the terms and conditions applicable to our eStatements. Once enrolled in Online Banking, you have access to view your account statements electronically in Online and Mobile Banking. You may also view certain tax documents electronically in Online Banking.

**Consent and Authorization for Electronic Transmission of Account Statements:** During Account opening, you agreed to the E-Sign Agreement and consented to receive account materials electronically. We will deliver periodic Account statements ("Account Statements") to you electronically in Online Banking. Certain tax documents ("Tax Documents" and together with Account Statements, "eStatements") will also be delivered electronically in Online Banking.

**Opt-in to Paper Statements:** You can elect to also receive paper Statements ("Mailed Statements") at any time in Online Banking. To change your preferences for Mailed Statements, visit your Online Banking profile. Your eStatements will continue to be available in Online Banking. Any changes you make to your Statement preferences may not take effect until after the end of the current Account statement cycle. Any fees relating to paper Statements will be disclosed in your Product Terms & Conditions (<https://www.lendingclub.com/legal/deposits/personal-products-terms-and-conditions>).

## VIII. Mobile Banking Service

**Enrolling in the Service through the Mobile App:** Once you have enrolled in Online Banking, you may use our Mobile Banking Service to access financial services and products and the functions now, or in the future, made available by us, using a Mobile Device. Not all Online Banking Services may be available through Mobile Banking Service. To use the Mobile Banking Service, you must: have a Mobile Device, which may be a mobile phone, tablet or other equipment with the mobile carrier, operating system, data plan, software and hardware supported by us now or in the future. You must register to use Online or Mobile Banking, and be logged into Online or Mobile Banking to take advantage of the services. Although the Mobile Banking Service is phone device agnostic, the enrollment process may require you to provide information about the Mobile Device that you will generally use for the Mobile Banking Service, as well as the telephone number for your Mobile Device. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. Once you register your Mobile Device and your enrollment is otherwise complete, you can start using the Mobile Banking Service. If you use a handheld mobile device other than your Mobile Device to access the Mobile Banking Service, all SMS text messages originating from the Mobile Banking Service will be sent to the Mobile Device you entered when registering for the Mobile Banking Service.

**Mobile Banking Service Formats:** As further described below, the Mobile Banking Service permits you to use a Mobile Device to perform certain transactions associated with your eligible Accounts with us (hereinafter, each a "Mobile Banking Account"). The Mobile Banking Service may be provided in one or more formats or mechanisms, including without limitation, as well as via the mobile web or the downloadable application (further described below and hereinafter referred to as "Mobile Banking"). Not all methods will be available on all Mobile Devices. If you use the Mobile Banking Service in the form of SMS messages, you are solely responsible for the content of and the mis-delivery of any SMS text messages. You agree to provide accurate source indication (i.e. the Mobile Device's mobile phone number for SMS messages) of any SMS messages sent by you. YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR EMAIL ACCOUNT MAY BE ABLE TO VIEW THE CONTENT.

**Mobile Banking Service Transactions:** You may use the Mobile Banking Service to initiate the following types of transactions to or from your Mobile Banking Accounts through your Mobile Device (each, a "Mobile Banking Transaction"):

- **View Limited Transaction History:** To view balances and recent transactions, as well as search for recent transactions (e.g., by date, amount and check number) for your Mobile Banking Accounts.
- **Make One-Time Same-Day or Future-Dated Internal Transfers:** To make immediate or future-dated, one-time Internal Transfers of funds between your Mobile Banking Accounts, as further described in and in accordance with the INTERNAL TRANSFERS section of this Agreement. You may make recurring Internal Transfers via the Mobile Banking Service.
- **Make One-Time Same-Day or Future-Dated External Transfers:** To make immediate or future-dated, one-time External Transfers of funds from your Mobile Banking Accounts, as further described in and in accordance with the EXTERNAL TRANSFERS section of this Agreement. You may make recurring External Transfers via the Mobile Banking Service.
- **Cancel One-Time Future-Dated Internal Transfers or External Transfers:** To cancel future-dated, one-time Internal Transfers or External Transfers involving your Mobile Banking Accounts, as further described in and in accordance with the INTERNAL TRANSFERS section and the EXTERNAL TRANSFERS section of this Agreement, respectively.
- **Initiate Bill Payment Transactions :** If you are enrolled in our Bill Payment Service, you may use the Mobile Banking Service to pay a bill from the Account that you have designated as your Funding Account under the terms of our Bill Payment Service as further described in and in accordance with the BILL PAYMENT SERVICE section of this Agreement. Each Payment that you initiate through your Mobile Device will be considered a "Mobile Bill Payment Transaction." You may also use the Mobile Banking Service to view, edit and delete pending Mobile Bill Payment Transactions and Payments initiated through Online Banking. You may initiate a Mobile Bill Payment Transaction to any new Payees that are not currently on your Payee list as established pursuant to our BILL PAYMENT SERVICE terms and conditions. You may establish (or delete or edit any pending) recurring Payments through the Mobile Banking Service.
- **Receive and/or View Account and Security Alerts:** Receive certain Account and security alerts via SMS text message, and/or view such alerts via Mobile Banking, as further described in the ALERTS section of this Agreement.
- **Send Secure Messages:** Send secure messages to us regarding Online Banking or the Mobile Banking Service.
- **Other Features:** To find our ATMs and branch locations, and to "Get Help" for other questions and inquiries associated with Online Banking or the Mobile Banking Service.

## Limitations on Mobile Banking Transactions

**Dollar and Frequency Limitations on Transfers and Transactions:** In addition to regulatory limits, we reserve the right to limit the frequency and dollar amount of Internal Transfers, External Transfers and/or Mobile Bill Payment Transactions initiated via your Mobile Device for security reasons. Those limits are the same as and will be combined with those that apply to transactions initiated via Online Banking, as further described in and in accordance with the INTERNAL TRANSFERS section, EXTERNAL TRANSFERS section and BILL PAYMENT SERVICE section of this Agreement, respectively. You may make multiple transfers per day, subject to the limits set forth above and in the INTERNAL TRANSFERS section, EXTERNAL TRANSFERS section and BILL PAYMENT SERVICE section of this Agreement, respectively.

**Mobile Device Limitations:** The Mobile Banking Service and some Mobile Banking Transactions may not be available on all types of Mobile Devices. You also understand and agree that the Mobile Banking Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

**Standard Messaging Service Charges:** You understand that the standard data and text messaging rates charged by the Carrier providing service for your Mobile Device apply when you use your Mobile Device to enroll in and use the Mobile Banking Service.

**Your Responsibilities:** You represent and agree to the following by enrolling in or using the Mobile Banking Service:

- **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed via the Mobile Banking Service.

**Communication Consent:** You are consenting to the Bank using an automated dialing system to call or text you, or to send automated or prerecorded messages to you, in order to service, and collect on, any Accounts with the Bank and/or its affiliates, but not to market to you. For any type of phone call with the Bank, you consent that the call may be monitored or recorded for quality control and training purposes. You must be the named wireless provider account holder or have authorization from the account holder for the provided mobile number. You are not required to sign the agreement as a condition of purchasing any property, goods or services. All messages that are sent are transactional/service in nature.

## IX. Account Alerts

### General Information:

#### LendingClub has two types of alerts:

1. **Security Alerts:** security alerts are associated with certain Online and Mobile Banking service modules. They are automatically activated and may not be disabled. These alerts are sent to your primary email address associated with your account(s).
2. **Custom Alerts:** Optional, voluntary alerts that must be activated by you. You may set up the type of alert you wish to receive and the method of delivery of the alert for one or more of your eligible accounts. We may add new alerts from time to time or cancel old alerts. Each alert has different delivery options available, and you may

select from among these options upon activation of your alerts service.

## Alerts are subject to the following:

1. Electronic alerts will be delivered to you through mobile text messaging (SMS), mobile push notification(s) or email address(es) identified by you via Online Banking or on enrollment and/or set-up form(s). If your phone number(s), email address(es) or Mobile Device(s) changes, you are responsible for updating that information via Online Banking, and such change(s) will apply to all of your alerts.

a. Mobile Text Alerts: By adding a mobile phone number to your profile, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to use the mobile phone number for the services. If the phone number you provided to us is on either the federal or a state's Do Not Call List, you still authorize LendingClub to deliver Alerts to such number. Text message fees may apply depending on your mobile carrier plan.

b. Mobile Push Notifications: In the event that you disable push notifications on your mobile device from your mobile phone's global settings menu, you acknowledge that we will be unable to deliver any push notification alerts from Online and Mobile banking.

2. We do our best to provide alerts in a timely manner with accurate information. However, you understand and agree that your alerts may be delayed or prevented by a variety of factors beyond our control (such as systems failures or misdirected delivery). We will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert. You agree that we are not responsible for any costs or fees incurred because of alerts directed by you.

Alerts are not encrypted. We will never include your Login ID or password or full Account number(s). However, alerts may include your name and some information about your Accounts, depending upon your selection of specified alerts.

## X. Mobile Deposit Service

The Photo Check Deposit Service ("Mobile Deposit") is designed to allow you to make deposits of paper checks ("Original Checks") to your accounts with the Bank from home or other remote locations by using your eligible camera-enabled mobile device through Mobile Banking.

**Charges for Mobile Deposit:** We do not charge a fee for Online Banking or Mobile Banking. Any fees for services available through Online Banking or Mobile Banking will be disclosed on the Personal Products Terms and Conditions. We may change any term of this agreement. We will give you reasonable notice in writing or by any other method permitted by law.

**Eligible Items:** You agree that you will not use Mobile Deposit to deposit any checks or other items (considered ineligible or "Prohibited Checks") that:

- are payable to any person or entity other than yourself or otherwise to the owner of the account that the item is being deposited into,
- are in violation of any law, rule or regulation,
- you know or suspect, or should know or suspect, are altered on the front of the item, fraudulent or otherwise not authorized by the owner of the account on which the checks are drawn,
- have been previously endorsed by a bank,
- are drawn on financial institutions that are located outside of the United States or Territories of the United States,
- are payable jointly, unless deposited into a deposit Account in the name of all payees,
- are remotely created checks, as defined in Regulation CC, or are remotely created payment orders,
- are not payable in United States currency,
- are dated more than six (6) months prior to the date of deposit,
- have any endorsement on the back other than as specified under "Requirements" in this section.
- have previously been submitted through Mobile Deposit or through a mobile deposit service offered at any other financial institution,
- are not acceptable to Bank for deposit into a deposit Account as provided in the Account Agreement including:
  - Money Order (Postal, MoneyGram, Western Union, etc.)
  - Substitute check/Image Replacement document (IRD)
  - Coupon or Rebate
  - Non-Demand Deposit Account (Post no debits)
  - Credit Card check



# | Personal Online and Mobile Agreement

- Line of Credit check

If you deposit a Prohibited Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) that the Bank may incur associated with any warrant, indemnity or other claim related thereto. Furthermore, if, after first having obtained the Bank's written consent to do so, you provide the Bank with an electronic representation of a substitute Check for deposit into a Mobile Deposit Account instead of an Original Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) the Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

**Requirements:** Each Image must provide all information on the front and back of the Original Check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Original Check, MICR information, signature(s), any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the Check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and your Account number and "FOR MOBILE DEPOSIT AT LENDINGCLUB BANK," or as otherwise specified by us from time to time. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A Check payable to two payees must be endorsed by both payees. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and your joint owner, both of you must endorse the Check and it must be deposited into an account owned by both of you.

**Receipt of Deposit:** All Images processed for deposit through Mobile Deposit will be treated as "deposits" under the Account Agreement and this Agreement. When we receive an Image, we will attempt to confirm receipt of the Mobile Deposit via email. We shall not be deemed to have received the Image for deposit until we have confirmed receipt. Confirmation does not mean that the Image contains no errors or that the funds are available. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us.

We shall have no liability to you for the rejection of a Mobile Deposit or the Images or other information contained therein or for our failure to notify you of such rejection. We are not responsible for any Image that we do not receive.

Following receipt, we may process the Image by preparing a "substitute check" or clearing the item as an Image.

We reserve the right, at our sole and absolute discretion, to reject any Image for mobile deposit into your Account. We will notify you of rejected Images.

**Retention of Original Checks:** After you receive confirmation that we have received an Image, you must securely store the Original Check for 30 days after transmission to us and make the Original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within five (5) Business Days, at your expense, the requested Original Check in your possession. If not provided in a timely manner, such amount will be reversed from your Account. Promptly after such period expires, you must destroy the Original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Original Check, the Image will be the sole evidence of the Original Check.

You agree that you will not deposit a check or present a check to us more than once or to anyone else for payment. You understand that you are responsible if anyone is asked to make a payment based on a check that has already been paid.

**Returned Deposits:** Any credit to your Account for checks deposited using Mobile Deposit is Provisional. As used herein, "Provisional" means that the credit is made to your Account subject to final payment of the checks and subject to the terms of this Agreement. If checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that we may charge back the amount of the check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate a check if it has been charged back to you.

We may debit any of your Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**Your Warranties:** You make the following warranties and representations with respect to each Image:

- Each Image is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
- The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Original Check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate Images of the Original Check.
- The Original Check was authorized by the drawer in the amount stated on the Original Check and to the payee(s) stated on the Original Check. You are authorized to enforce and obtain payment of the Original Check. You have possession of the Original Check and no party will submit the Original Check for payment.

With respect to each Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or

clearinghouse rule. You agree that files and Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You agree to comply with all existing and future operating procedures used by the Bank for the processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting Checks and items, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and any clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this section and the Rules, the Rules will control.

**Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit Original Checks at our branches or through our ATMs or by mailing the Original Check to: P.O. Box 55063 Boston, MA 02205. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature you sustain as the result of your inability to use the Mobile Deposit.

**Funds Availability For Mobile Deposit.** The cut-off time applicable to Mobile Deposit is Monday through Friday at 4:00 P.M. Eastern Time (ET). Mobile Deposits confirmed as received before 4:00 P.M. ET on Monday through Friday will be considered deposited on that day. Mobile Deposits confirmed as received after 4:00 P.M. ET and deposits confirmed received on a Saturday, Sunday or holiday at any time will be considered deposited on the next Business Day as defined in the Account Agreement. Funds from Mobile Deposits will generally be available to you on the next Business Day. If we determine that a hold is necessary, the date your funds will be available will be displayed in the Holds section above your Transaction History in your Online and Mobile Banking. All transactions with the same hold expiration date will be aggregated within a single line in the hold section. All Mobile Deposits are subject to verification and may be adjusted upon review.

**SPECIAL RULE FOR NEW ACCOUNTS:** For new customers, the following special rule will apply during the first 30 days an account is open. Funds from all Mobile Deposits will be available on the fifth Business Day after the day of your deposit.

**Mobile Deposit Security:** It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. By using Mobile Deposit, you accept the risk that an item deposited through Mobile Deposit will be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such transmission errors. You will notify us immediately by telephone at 800.242.0272, if you learn of any loss or theft of Original Checks. Please visit our Contact Us page (<https://www.lendingclub.com/company/contact/deposits-accounts>) for hours of operation. You will ensure the safety and integrity of Original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this section.

**Your Responsibility:** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Image to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.

**Your Indemnification Obligation:** You understand and agree that you are required to indemnify us and hold us harmless, including our affiliates, officers, employees and agents against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from your use of Mobile Deposit and/or breach of this section. You understand and agree that this paragraph shall survive the termination of this Agreement.

You also understand and agree that you are required to indemnify our technology partners or Processor, and hold harmless our Processor from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to the Bank or your use of Mobile Deposit, our Processor's applications, unless such claim directly results from an action or omission made by our Processor in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**Cooperation with Investigation:** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

**Suspension and Termination:** In addition to any other provision in this Agreement or the Account Agreement on the subject, the Bank may, in its sole discretion and without prior notice to you unless otherwise required by Applicable Law, elect to suspend or terminate your use of Mobile Deposit (i) if you or we close the Account(s) established in connection with Mobile Deposit, (ii) if we reasonably suspect that you have engaged in fraud or other abuse with regard to Mobile Deposit, (iii) in the event of a material breach in the performance or observance of any term, or breach of any representation or warranty, by you, (iv) if we believe immediate action is required for the security of your or the Bank's funds, or (v) if we reasonably believe that the continued provision of Mobile Deposit would violate federal, state or local laws or regulations, or would subject Bank to unacceptable risk of loss. Notwithstanding any termination, this section and the Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

## XI. Stop Payment

You may use Online Banking to initiate a stop payment request for any check written on your Deposit Accounts. You agree to provide all required information relating to stop payment requests. If you fail to provide us with complete information or if the information you provide is incorrect, you agree that we shall not be responsible for any failure to stop payment on such an item. You understand that if the stop payment request comes too late for us to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then your stop payment request shall be of no effect. You agree not to make a claim against us if the check is paid through inadvertence, accident, oversight or if we are required to pay such check by a holder in due course or if by reason of such payment, other items drawn on your Deposit Account(s) are returned insufficient.

You agree to indemnify and hold us harmless from and against any and all losses, damages and expenses, including court costs and attorney's fees, incurred by us due to our refusal of payment of any check or other item in accordance with your instructions.

To request a stop payment on an electronic payment, you should contact us at 800.242.0272. Please see our Contact Us page (<https://www.lendingclub.com/company/contact/deposits-accounts>) for hours of operation.

## XII. Wire Transfer Service Terms and Conditions

You may be granted the ability to enter and complete domestic wire transfer orders within the Online and Mobile Banking platform "Wire Transfer Service". If that ability is enabled, the following agreement applies.

**Service:** The Service described in this Agreement provides you, as the account holder, with the capability to transfer funds from specific Deposit Account(s) to other accounts (the "Recipient Account(s)") as directed by you. The Recipient Account(s) may be your accounts or domestic-only (U.S.-based) third-party accounts and may be with LendingClub Bank or with domestic third-party financial institutions. You may use the Service to initiate one-time wire transfers. All wire transfers must be initiated by you.

### Transfer Instructions and Transmission Methods:

- You may instruct LendingClub Bank to transfer funds from any Deposit Account(s) owned at LendingClub Bank. For purposes of this agreement, such instruction (or "order") shall be received from you, as the accountholder, and initiated by means of the Online Banking Service, unless we agree otherwise in writing in our sole and exclusive discretion.
- In order to transmit instructions via the Online Banking Service, you agree to transmit all instructions in accordance with all of the terms, conditions and security procedures applicable to the Service and set forth in the Personal Deposit Account Agreement, the Personal Online and Mobile Agreement, and/or associated documents provided by LendingClub Bank, as applicable, including any schedules associated therewith, as may be amended by LendingClub Bank from time to time (collectively herein the "Security Procedures").
- Your authority to make the transfer and to issue other directions and instructions associated with the wire transfer shall be conclusively presumed if the Security Procedures associated with the applicable transmission method are followed.

### Transactions Limits; Execution of Wire Transfers:

- By submitting a wire transfer request, you authorize the Bank to withdraw the amount of any requested wire transfer which you authorize and instruct, plus any applicable fees and charges, from the designated Deposit Account. Subject to the terms of this Agreement, we will accept and execute a wire transfer received from an accountholder that has been authenticated by us and is in conformity with the Security Procedures (as further described below), cut-off times, transaction limits and other requirements as described in this Agreement and any associated exhibits, set-up form(s) and other documentation. LendingClub Bank will reject payment orders that would cause transactions to exceed the available balance.
- All wire transfers to accounts at other depository institutions are transmitted using the Fedwire funds transfer system owned and operated by the Federal Reserve Bank or via a similar wire transfer system used primarily for funds transfers between financial institutions, which may include a system provided by or through a Bank intermediary, correspondent or service provider.
- Each wire transfer must include the following information in addition to any information which LendingClub Bank may require for proper identification and security purposes: (i) Deposit Account number from which the funds are to be withdrawn, (ii) amount to be transferred, (iii) name and address of the recipient, and (iv) ABA routing number and account number of the recipient bank account. In the event a wire transfer describes an account number for the recipient that is in a name other than the designated recipient, LendingClub Bank may execute the wire transfer to the account number so designated notwithstanding such inconsistency.

### Time of Execution – Domestic Wires:

- We will execute each authenticated wire transfer that is in conformity with all Security Procedures, cut-off times and other requirements set forth herein, on the Business Day received. We may require additional authentication of any wire transfer request. We reserve the right to reject a wire transfer request that cannot be properly authenticated. Cut-off times may be established and changed by LendingClub Bank from time to time. Instructions for wire transfers received after such cut-off times may be treated by us for all purposes as having been received on the following Business Day.
- Domestic outgoing wire transfers (U.S.-based receivers) initiated and approved by the cut-off time set forth in the Processing Specifications section below on a Business Day will be processed that same day if that day is also a Business Day for the Bank's correspondent facility and the recipient bank. Outgoing domestic wire transfers initiated and approved after the cut-off time set forth in the Processing Specifications section below will be processed the next Business Day if that day is also a Business Day for the Bank's correspondent facility and the recipient bank.
- We may handle wire transfers received from you in any order convenient to the Bank, regardless of the order in which they are received. If more than one wire transfer request is made at or about the same time and the Available Funds in the applicable Account do not cover all of such orders or requests, the Bank may at its option execute as many of such orders or requests as possible within the dollar limits of such Available Funds.

**Cancellation and Amendment of a Wire:** You may request, via a phone call to the Bank's Customer Service department, that the Bank attempt to cancel or amend a wire transfer previously received from you. If a cancellation or amendment request is received by the Bank before the wire transfer is executed and with sufficient time to afford the Bank an opportunity to act upon your request, the Bank may, on its own initiative but without obligation, make a good faith effort to act upon such request. In the event your cancellation or amendment request is received after execution of the wire transfer request, the Bank will attempt to have the wire transfer returned. Notwithstanding the foregoing, the Bank shall have no liability for the failure to affect a cancellation or amendment, and the Bank makes no representation or warranty regarding the Bank's ability to amend or cancel a wire transfer. You agree to indemnify the Bank against any loss, liability or expense (including reasonable attorney's fees) which the Bank incurs as a result of the request to cancel or amend a wire transfer and the actions the Bank takes pursuant to such request.

**Notice of Rejection or Return:** The Bank shall have no liability for wire transfers sent by the Bank as directed by you which cannot be completed, or which are returned due to incorrect information furnished by you. You are required to fully complete recipient name and address, as the recipient bank may elect to return an otherwise valid wire transfer for incomplete recipient information. The Bank may reject or impose conditions that must be satisfied before it will accept your instructions for any wire

transfer, in its sole discretion, including, but not limited to, if there are insufficient Available Funds on deposit with the Bank for the specified Deposit Account, if the transfer order does not comply with the security procedures, if there is any inconsistency between a transfer order and information previously supplied to the Bank, if the Bank is unable to obtain confirmation of such transfer order satisfactory to the Bank, if the Bank believes that the wire transfer may not have in fact been authorized, or if the Bank has other reasonable grounds not to honor the payment order. A wire transfer may also be rejected by an intermediary or recipient bank other than the Bank, or by operation of law. If a wire transfer is rejected, the Bank will endeavor to notify you promptly by telephone. Upon rejection or return, the Bank shall have no further obligation to act upon a wire transfer, nor shall the Bank have any liability to you due to rejection by another person in the wire transfer process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution or payment of any wire transfer.

## Security Procedures:

- Any wire request transmitted by you shall be deemed authorized if transmitted in accordance with the Security Procedures. You agree that any election you may make to refuse the Security Procedures is at your risk and that any loss resulting in whole or in part from such change or refusal will be your responsibility.
- You warrant that no individual will be allowed to initiate transfers without proper supervision and safeguards and agree to take reasonable steps to maintain the confidentiality of any passwords, codes, security devices and related instructions provided by the Bank in connection with the Security Procedures applicable to the Service and to restrict access thereto to. If you suspect, know, believe or have reason to believe that any such information or instructions have been known or otherwise accessed by unauthorized persons, You agree to immediately notify the Bank by phone, followed by written confirmation. The occurrence of unauthorized access shall not affect any transfers made in good faith by the Bank prior to receipt of such notice and within a reasonable time period after notice is received to allow sufficient time for the Bank to respond to such notice.
- The Bank may, from time to time, propose modified, additional or enhanced Security Procedures for use with the Service. You understand and agree that if you decline to use any such modified, additional or enhanced Security Procedures, you will be liable for any losses that would have been prevented by such Security Procedures. Notwithstanding anything else contained herein, if the Bank believes immediate action is required for the security of the Bank or customer funds, the Bank may initiate modified, or additional Security Procedures immediately and provide prompt subsequent notice thereof.
- You hereby acknowledge that the Security Procedures are neither designed nor intended to detect errors in the content or verify the contents of a wire transfer by you. Accordingly, any errors contained in wire transfers shall be your responsibility, and you shall be obligated to pay or repay (as the case may be) the amount of any such wire transfer. No Security Procedures for the detection of any such customer error have been agreed upon between you and the Bank.

## Compliance with Security Procedures:

- If a wire transfer (or a request for cancellation or amendment of a wire transfer) received by the Bank was sent in accordance with the Security Procedures applicable to the Service and thereby purports to have been transmitted or authorized by you, it shall be deemed effective as your wire transfer (or request), even if the wire transfer (or request) was not authorized by you. If the Bank accepted the wire transfer (a) in compliance with the Security Procedures with respect to such wire transfer, (b) in compliance with any written agreement or instruction restricting acceptance of wire transfer, and (c) in good faith, then you shall be obligated to pay the Bank the amount of such wire transfer.
- If a wire transfer (or a request for cancellation or amendment of a wire transfer) received by the Bank was actually sent or authorized by you, you shall pay the Bank the amount of any such wire transfer, whether or not the Bank complied with the Security Procedures applicable to the Service and whether or not that wire transfer was erroneous in any respect or that any such error would have been detected if LendingClub Bank had complied with the Security Procedures.

**Accuracy; Inconsistency of Receiving Recipient Name and Account Number:** You acknowledge and agree that, in accordance with Article 4A of the UCC, the bank shall be entitled to rely upon the numbers supplied by you to identify banks, recipients and other parties to the wire transfer, even if those numbers disagree or are inconsistent with the names of those parties as provided by you. LendingClub Bank and any other receiving financial institution shall have no obligation to determine whether a name and number identify the same person or institution. You acknowledge that payment of a wire request or related instructions may be made by the recipient's bank on the basis of an identifying or bank account number even if it identifies a person different from the named recipient.

**Payment; Authorization to Charge Account:** You agree to pay fees relating to this Service as disclosed in the Personal Product Terms & Conditions (<https://www.lendingclub.com/legal/deposits/personal-products-terms-and-conditions>). You authorize the Bank to deduct such fees from your Deposit Account.

**Transaction History and Statements:** All wire transfers processed by LendingClub Bank (including wire transfers sent or received on your behalf) will be reflected in your transaction history in Online and Mobile Banking and on your periodic statement for the Deposit Account(s) to or from which the wire transfer was made. If you elect to sign up for the special notification feature, the Bank will also send Customer a notice to the email address(es) we have on file relating to the Deposit Account if the wire transfer is accepted. You should check the transaction history of the Deposit Account(s) on the day after the processing date and notify the Bank immediately of any discrepancies between your records and the transaction history. You agree to notify LendingClub Bank in accordance with the terms of this Agreement of any discrepancy between your records and the information shown on the periodic statement for the Account(s).

**Refunds:** If the recipient's bank does not pay the recipient specified in the wire transfer order, a refund will be made only after the Bank has received confirmation of the effective cancellation of the wire transfer order and the Bank is in possession of the funds debited or earmarked in connection with the wire transfer order. Any refund will be made for either (i) the face amount of the wire transfer (less fees and expenses and expenses of the Bank's correspondents, agents or sub-agents) or (ii) the amount actually received by the Bank in settlement of the liability to the Bank of our correspondent or agents, whichever is lower. LendingClub Bank shall not be liable for a sum greater than the amount paid for the wire transfer, exclusive of commission, cable-charges, and other expenses.

## LendingClub Bank Reliance; Authentication:

- BANK MAY TAKE SUCH ADDITIONAL STEPS AND IMPLEMENT SUCH PROCEDURES AS IT MAY DEEM APPROPRIATE TO VERIFY THE AUTHENTICITY OF ANY WIRE TRANSFER. BANK MAY DELAY THE EXECUTION OF ANY WIRE TRANSFER PENDING COMPLETION OF A CALL-BACK OR RECEIPT OF ANOTHER FORM OF VERIFICATION WHICH IS SATISFACTORY TO BANK. IF BANK IS UNABLE TO OBTAIN SATISFACTORY VERIFICATION, BANK, IN ITS SOLE DISCRETION, MAY REFUSE TO EXECUTE ANY WIRE TRANSFER. In no event shall LendingClub Bank be liable for any delay in executing a wire transfer or



for failure to execute a wire transfer due to the absence of satisfactory verification.

- LendingClub Bank may electronically record any telephone conversations between you and the Bank personnel.
- Wire transfer transactions are subject to all the foregoing and all regulations governing electronic transactions, including but not limited to Article 4A of the UCC.

**LendingClub Bank Responsibilities:** The Bank shall be entitled to rely solely on the information, representations, and warranties provided by you, and shall not be responsible for the accuracy or completeness thereof. The Bank shall be responsible only for performing the service. The Bank shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any instruction or transaction received from Customer or through Customer's Access Devices, as defined in the Agreement) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, and no such person shall be deemed the Bank's agent. You agree to indemnify and defend the Bank against any loss, liability or expense (including reasonable attorney's fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of you or any other person described in this section.

Customer acknowledges and agrees that LendingClub Bank's provision of the Service hereunder may be interrupted from time to time. Without limiting the generality of the foregoing, LendingClub Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment or software error or malfunction, war, acts of terrorism, emergency conditions or other circumstances beyond LendingClub Bank's reasonable control. From time to time LendingClub Bank may need to temporarily suspend the Service or the processing of a transaction for greater scrutiny or verification, including, but not limited to, suspending processing to review for suspected fraudulent activity, verification that Available Funds are sufficient as well as fully collected and valid, or for OFAC compliance in accordance with applicable OFAC guidance, and LendingClub Bank shall be excused if this action causes delay in the settlement and/or availability of the transaction. In addition, LendingClub Bank shall be excused from failing to transmit or delay in transmitting a payment, transfer or other use of the Service (i) if, in LendingClub Bank's reasonable judgment, processing a payment, transfer or other use of the Service would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any applicable rule, law, regulation, or regulatory requirement; (ii) if LendingClub Bank reasonably suspects that a transaction involves fraudulent activity or that Available Funds will not ultimately be sufficient to cover a transaction, or (iii) if processing a payment, transfer or other use of the Service, in LendingClub Bank's sole discretion, would cause LendingClub Bank to engage in an unsafe or unsound practice.

**Cooperation in Loss Recovery Efforts:** In the event of any damages for which you or the Bank may be liable to each other or to a third party pursuant to the service, you and the Bank shall undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

**Data Breaches:** You agree to comply with the requirements of the Agreement with respect to Data Breaches.

**Compliance:** You shall comply with all applicable laws, rules and regulations in connection with the service. You agree to be bound by such rules and agree not to initiate or receive a wire transfer request or related instruction in violation of international, federal, state and local laws and regulations including, without limitation, the regulations promulgated by the Office of Foreign Asset Control ("OFAC"). To the extent permissible under applicable law, you shall be responsible for and shall fully indemnify the Bank for any and all fines, assessments and reasonable attorney's fees incurred by or imposed on the Bank as a result of any infraction or violation of such rules caused by or attributable you.

## PROCESSING SPECIFICATIONS

Delivery Deadlines / Cut-Off Times: Domestic Wire Transfers initiated and approved by 5:30 p.m. ET on a Business Day will be processed that same day if that day is also a Business Day for The Bank's correspondent facility and the recipient bank; transfers initiated and approved after 5:30 p.m. ET will be processed the next Business Day if that day is also a Business Day for the Bank's correspondent facility and the recipient bank. These timelines are contingent on the Bank and the customer completing required security and verification procedures and should not be considered to be a guarantee of processing.

## XIII. Beneficiary Management

The Beneficiary Management service in Online and Mobile Banking allows you to add or remove beneficiaries for your Account(s).

**Products Supported:** All consumer accounts are supported for beneficiary management capability through Online and Mobile Banking. Currently all business accounts are not supported for beneficiary management.

**Designation of Beneficiary Types** Only individuals can be added as beneficiaries to the account through Online and Mobile Banking. For all designated beneficiaries SSN, DOB and US address are mandatory fields. You are responsible for insuring accurate beneficiary information. Entity beneficiaries such as a Trust or a Charity Account cannot be added through Online and Mobile Banking. Account owner should contact the customer contact center to add entity beneficiaries. There is no minimum age for a designated beneficiary. There is no limitation on the number of designated beneficiary(ies) that can be added. Funds will be equally allocated between the beneficiaries in the event of death of the account owner.

If you wish to update a beneficiary's personal information, please call us at 800.242.0272. Visit our Contact Us page (<https://www.lendingclub.com/company/contact/deposits-accounts>) for hours of operation.

**Power of Attorney:** Beneficiaries, through the use of a valid Power of Attorney, cannot be added through Online and Mobile Banking. Through the use of a valid Power of Attorney, an agent can change or create beneficiary designations through contacting the customer contact center.

## XIV. Glossary of Defined Terms

Certain terms used in this Agreement are defined in the portion of this Agreement where they are used. The following terms are also used throughout this Agreement and have the meanings indicated below, unless otherwise specified in a particular section of this Agreement:



# | Personal Online and Mobile Agreement

**“Account(s)”** means any Deposit Account(s) and/or Credit Account(s) that you may have with us.

**“Account Agreement(s)”** means the terms and conditions of any Credit Account Agreements, Deposit Account Agreements, and any other agreements, security instruments, disclosures, or other documents regarding your Credit Accounts and/or Deposit Accounts that you may have with us, each as may be amended from time to time.

**“Actual Balance”** means the total amount of funds in your account not including temporary holds, Pending Transactions or Scheduled Transfers.

**“Agreement”** means all terms and conditions defined in this Online and Mobile Banking Agreement.

**“Applicable Law”** means federal laws and regulations and, to the extent not preempted by federal law, the laws of the State of Utah.

**“Available Balance”** means the funds in your Deposit Account that are immediately available for use, including any pending transactions or temporary holds on deposit. This balance reduces your Actual Balance by the total amount of any pending transactions or temporary holds.

**“Bill Payment Service”** means the online bill payment service offered by LendingClub and any associated Service Provider as described in this Agreement.

**“Business Day”** means Monday through Friday, excluding Bank holidays. Saturday and Sunday are not Business Days for purposes of this Agreement, even if LendingClub is open for any business on such days.

**“Computer”** means your computer or other Internet access device, any software, and the related equipment.

**“Consumer”** means a natural person that uses the Service for personal, family or household purposes.

**“Credit Account(s)”** means any line of credit, loan, mortgage, or other applicable open-end or closed-end credit that you maintain with us.

**“Credit Account Agreement(s)”** means collectively and as applicable, except as otherwise indicated in this Agreement, the promissory notes, credit agreements, mortgages, and any other documents, disclosures, or agreements that you execute or otherwise agree to that establish your rights and responsibilities under, and otherwise provide the terms and conditions of, your Credit Accounts with us.

**“Cut-Off Time”** means the time of day that Payments to be processed that day shall be received by in order to be processed that day, after which time the earliest possible payment shall be calculated from the next Business Day.

**“Deposit Account(s)”** means any checking account, savings account, money market account, certificate of deposit, or other eligible deposit account you may have with us.

**“Deposit Account Agreement(s)”** means collectively and as applicable, except where otherwise indicated in this Agreement, the Bank’s Personal Deposit Account Agreement and associated Product Terms & Conditions and agreements governing certificates of deposit, each as amended from time to time.

**“Delivery Date”** means the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day, in which case it shall be the immediately preceding or following Business Day as indicated in your bill payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee, considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

**“E-Sign Agreement”** means the bank’s Electronic Records (E-Sign) Disclosure and Consent and Service Agreement (“E-Sign Agreement”)

**“Electronic Funds Transfer”** (or “EFT”) are used as defined in the Electronic Funds Transfer Act and Bureau of Consumer Financial Protection Regulation E to mean an electronic transfer of funds initiated by a computer or similar device to or from a consumer’s Deposit Account, such as transfers through Online Banking, including the Mobile Banking Service.

**“Electronic Statements (eStatements)”** means the online service offered by LendingClub permitting you to view your current Account statements and certain tax statements relating to your Account(s) on a secure website as described in this Agreement.

**“Fee Account”** means the checking or similar Account designated by you and from which we may automatically debit or otherwise collect all Online or Mobile Banking service fees.

**“Pending Transactions”** means recent debit card transactions that have not yet fully settled.

**“Product Terms & Conditions”** means, at any given time, our then current Personal Product Terms & Conditions, as applicable, to the Deposit Account(s) opened by you and maintained with us, as well as those applicable to the Service.

**“LendingClub”, “we”, “our”, “us” or “Bank”** refers to LendingClub Bank.

**“Funding Account”** means the checking or similar Account designated by you and from which we may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.

**“Internal Transfers”** means electronic transfers of funds between your eligible Accounts at LendingClub.

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**“Losses”** means any and all kinds of claims, fines, penalties, fees, costs, expenses, damages and liabilities including (without limitation) attorneys’ fees and litigation costs.

**“Merchant”** means any business Payee that you establish within the Bill Payment Service for whom the Service Provider has established a business relationship expressly for the purpose of remitting Payments from the Bill Payment Service.

**“One-Time Payment”** means a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

**“Online or Mobile Banking” or the “Service”** means the online banking service available from LendingClub through LendingClub.com or the Mobile App as described in this Agreement.

**“Payee”** means the individual, business or other entity to which you intend to send a payment through the Bill Payment Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance / payment delivery address, phone number, account number and account holder name; and to whom you authorize us to remit payments on your behalf through the Bill Payment Service.

**“Payee List”** means your personalized list of Payees maintained within the Bill Payment Service from which you may select a Payee to receive a scheduled Payment.

**“Payment”** means the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.

**“Payment Amount”** means the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Bill Payment Service shall remit to the Payee.

**“Payment Sent on Date”** means, for purposes of the Bill Payment Service, the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day, in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient Available Balance must exist in the Funding Account.

**“Privacy Policy”** means our policy and disclosure regarding the personally identifiable information that we collect about you, and who we may share it with.

**“Recurring Payment”** means, for purposes of the Bill Payment Service, a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions and shall continue to do so until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.

**“Scheduled Payment”** means the payment instructions you establish within the Bill Payment Service in order to properly direct funds from the Funding Account that you designate to the Payee that you designate.

**“Scheduled Transfers”** means a future dated transfer that you arrange to be made on a Business Day.

**“Service Provider”** means any third party with whom we have contracted from time to time to provide the Bill Payment Service.

**“You” or “Your”** means each Consumer that has enrolled in the Service.