

## Electronic Records (E-Sign) Disclosure / Consent and Service Agreement

**Please read this Electronic Records (E-Sign) Disclosure and Consent ("Disclosure") and associated Service Agreement carefully and keep a copy for your records.**

This document consists of (1) a required disclosure and (2) a service agreement. By choosing "I agree", you are first providing your affirmative consent to receive certain required disclosures electronically, and you are also then agreeing to be bound by the service agreement that follows, all as further described below.

### E-SIGN ACCEPTANCE

Welcome to LENDINGCLUB BANK, NATIONAL ASSOCIATION'S Online Banking Services (the "Services"). As part of the enrollment process and in order to use the Services, you must agree to the terms and conditions governing the use of the Services (such terms and conditions being contained in the "LendingClub Bank, National Association Online Banking Services Agreement" which follows this Disclosure). To enroll in the Services, you must consent to receive all disclosures ("Materials") relating to your account electronically either by email or by notification that disclosures are available on a website maintained by LendingClub Bank, National Association. We will need your consent to provide you with these Materials electronically. Therefore, please review the terms of this Electronic Records Disclosure and Consent (the "Disclosure") prior to giving your consent, and retain a copy of this Disclosure for your records.

#### Materials You Will Receive Electronically.

By providing your consent under this Disclosure, you agree that LENDINGCLUB BANK, NATIONAL ASSOCIATION (the "Bank" or "LendingClub Bank") will provide you with the following documents and information (collectively, the "Materials") solely in electronic form:

- The Bank's Online Banking Services Agreement, which includes certain content regarding the electronic fund transfers you may make through the Services;
- Any addenda or supplement to the Bank's Online Banking Services Agreement provided to you when you enroll for additional products or services related to the Services that we may offer to you from time to time; and
- The MX Digital Money Management Terms and Conditions
- Notices of any amendments or changes to the Bank's Online Banking Services Agreement or other Materials.
- Notices of any amendments or changes to the Bank's Personal Deposit Account Agreement / Terms and Conditions, Privacy Policy, or other agreements / terms of service which would impact your accounts with LendingClub Bank
- New disclosures or service agreements which would impact your accounts with LendingClub Bank

#### Your Consent is Required.

You must consent to receiving these Materials before we can provide them to you electronically. Your consent will apply to your enrollment in the Services and any Materials we provide or make available to you. Agreeing to accept disclosure electronically means that once the Bank presents them to you, and if necessary, you click to accept them, they will apply to you and your accounts.

#### Paper Copy of Materials.

If you do not want to receive the Materials electronically, you should exit this area of our website. If you do not consent to receiving an electronic copy of the Materials, we will not be able to enroll you in the Services. If you consent to receive the Materials electronically, you can also request a paper copy of the Materials by contacting our Customer Service department by phone at 1-800-242-0272. We will not charge you any fees for providing a paper copy of the Materials.

If you later decide you do not want to receive the Materials electronically, you may withdraw your consent by contacting our Customer Service department by phone at the number listed above. If you withdraw your consent, however, you may no longer use the Services.

#### Updating Your Contact Information.

If you consent to receive the Materials electronically, we may contact you at the email address you have provided to us. Please be certain that we have your correct and updated email address. If you change your email address, you may provide your new email address to us by contacting our Customer Service department by phone at the number listed above.

### System Requirements to Access the Information.

To receive an electronic copy of the Materials, which will be provided to you in HTML format, you must have the following equipment and software:

- You must have a personal computer or other access device that is capable of accessing the Internet (e.g., you must have a modem and available phone line, a cable Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider). Your access to this page verifies that your system meets these requirements.
- You must have an Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of either Microsoft® Internet Explorer version 9, Mozilla Firefox 21, Google Chrome 27+, or Safari on Mac OS X 10.8 and your system must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software meet these requirements.

### **Systems Enhancements.**

If the form of the Materials changes to as to require different or additional hardware or software, or upgrades, plug-ins or enhancements to the hardware or software used by you (all such changes referred to as a "Systems Enhancement"), we will notify you and you may either terminate the Service or upgrade your hardware and/or software as required by the Systems Enhancement. If the Bank determines that the need for a Systems Enhancement creates a material risk that you may not be able to access or retain the Materials electronically, the Bank will notify you and allow you to either: (a) withdraw your consent to the Service or (b) re-confirm your consent to receive the Materials in a manner that reasonably demonstrates that you have upgraded your hardware or software to conform to the required Systems Enhancement. If you choose to withdraw your consent, or you fail to re-confirm your consent, the Bank will terminate the Service.

### **Consent.**

By selecting "I agree" below, you are first giving your affirmative consent to our providing electronic Materials to you as described in this Disclosure, and then to the terms and conditions applicable to your use of the Online Banking Services, as further described below in the Bank's Online Banking Services Agreement. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current email address to which we may send electronic Materials to you.

## **LendingClub Bank Online Banking Services Agreement**

### **INTRODUCTION**

This Online Banking Services Agreement ("Agreement") is between you (a natural person that uses the Service for personal, family or household purposes) and LendingClub Bank, National Association. This Agreement governs your use of LendingClub Bank's online banking services (the "Service" or "Online 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. You agree to be bound to the terms and conditions pertaining to Online Banking and the specific terms and conditions applicable to any other associated services that you elect to use as set out below, including the Bill Payment Service and eStatements Service.

Certain important terms applicable to all services of Online Banking, unless otherwise defined in this Agreement, are set out in the Definitions section in Part VI – DEFINITIONS at the end of this Agreement.

This Agreement does not cover transfers you may make through the branch, a telephonic individual voice response system (IVR) or through an automated teller machine (ATM). LendingClub Bank is providing you with this Agreement in accordance with, and it is subject to, Applicable Law. Please read this document carefully, as it discusses in detail your rights and responsibilities when enrolling in the Service and when conducting Online Transactions through the Service.

**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.**

We recommend that you print or store a copy of this Agreement and keep it with your records. You may also view this Agreement, at any time, at the disclosure page on our website at [www.lendingclub.com](http://www.lendingclub.com).

## **PART I: Online Banking Service Features**

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

### **WHO IS ELIGIBLE**

You are eligible to use Online 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 the Service, as described further below.

### **ACCESS**

To use Online Banking, you must have a Computer or a mobile Internet-enabled access device (hereinafter referred to as a "Mobile Device"). You must also have access to the Internet and an email address. To register for the Service, you must complete an enrollment and/or other set-up process and associated form(s) and be approved by us in our sole and exclusive discretion. Your enrollment in Online Banking will, subject to other terms of this Agreement, enable you to use all features of the Service, and access those Accounts that you have designated through and that are eligible for access with Online Banking. You can also request to add or remove an Account by submitting a secure message through Online Banking.

Subject to Applicable Law, and at our sole discretion, we reserve the right to modify, suspend, or terminate access to the Service at any time without notice or refund of previously incurred fees. You authorize us, at our election and as permitted by Applicable Law, directly or through an agent, to obtain your credit report in connection with your request for use of Online Banking and, in our sole discretion, thereafter from time to time, in connection with your use of the Service. We may limit your access to the Service or the dollar amount and/or frequency of your transfers and payments based on your credit report and/or review of other risk factors.

### **HOURS OF ACCESS**

Online Banking is generally available seven (7) days a week, twenty-four (24) hours a day. Some or all features of Online Banking may not be available from time to time due to problems arising in connection with transmissions over the Internet, as well as emergency or scheduled system maintenance. We will post a notice of any extended periods of non-availability on the Online Banking site.

## BASIC FEATURES OF THE SERVICE

By enrolling in Online 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, ordering copies of paid checks, requesting copies of monthly checking or saving statements, and changing address and phone information;
9. Set-up Account alerts;
10. Receive electronic Account 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 Remote Deposit Capture 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.

For certain Accounts accessible through our Service, you will only have the ability to view certain loan information and will not be able to engage in online transactions at this time. Additional electronic banking services may be added by us from time to time in our sole discretion. By using these additional services when they become available, you agree to be bound by the terms and conditions associated with such services, as such terms and conditions are provided to you by us.

The use of certain features or modules related to the Service may incur fees or other charges. See our Fee Schedule for further information.

## LIMITS ON AMOUNTS AND FREQUENCY OF ONLINE BANKING AND MOBILE BANKING TRANSACTIONS

The number of transfers from Accounts and the amounts which may be transferred via Online Banking, including via the Mobile Banking Service, are limited pursuant to the terms of the applicable Deposit Account Agreement and as otherwise described in this Agreement or in other communications we may provide to you. For a more detailed description of the limits on such Internet transfers, please refer to the applicable Deposit Account Agreement.

## 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.

**Cancelling 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, 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 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.

## 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. An "Inbound" transfer moves funds to an eligible LendingClub Account titled to you from an account at an external financial institution for which you have the authority to transfer funds. An "Outbound" transfer moves funds from an eligible LendingClub Account titled to you to an account at an external financial institution for which you have the authority to transfer funds.

**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.

**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, and credited to the external financial institution on the next Business Day after you initiate the transfer. 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.

**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, 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.

## BILL PAYMENT SERVICE

Once enrolled in Online 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.

# LendingClub | Personal Online and Mobile Agreement

**Registration and Access.** You must be enrolled in Online Banking in order to transfer funds between your Accounts with us and accounts at other financial institutions ("External Transfers"). External Transfers are outbound and inbound transfers that move funds to or from one of your eligible Accounts with us to or from a registered account at another financial institution. An "Inbound" transfer moves funds into an Account you own with LendingClub Bank from an account you own outside of LendingClub Bank. An "Outbound" transfer moves funds from an Account you own at LendingClub Bank to an account outside LendingClub Bank that is owned by you or for which you otherwise have the authority to transfer funds. You will need to register each non-Bank account that you wish to use for External Transfers.

You agree that (i) you will only register eligible non-Bank accounts (i.e., accounts at financial institutions other than LendingClub Bank) on which you are an individual or joint owner, or for which you otherwise have the authority to transfer funds, and (ii) you will only use External Transfers for transferring funds between your consumer Accounts with us and registered consumer accounts at other financial institutions.

**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. 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. All other one-time future-dated and recurring transfers will be processed at the end of the Business Day requested. The cut-off time and delivery date of External Transfers is set forth in Online Banking and/or in this Agreement.

**When Transfers are Debited/Credited to/from Your Account(s).** Transfers Initiated Before Cut-Off Time: Funds involving an External Transfer from your Account with us (Outbound) will be debited from your Account and credited to the receiving non-LendingClub Bank account on the next Business Day after you initiate the transfer. Funds involving Inbound transfers will be debited from the external, non-LendingClub Bank account and credited to the receiving LendingClub Bank Account on the next Business Day after you initiate the transfer. Funds credited to the receiving LendingClub Bank account will not be available for use until the 2 business day following the day of credit. For accounts that are less than 30 days old, the funds credited to the receiving LendingClub Bank account will not be available until the 5th business day following the day of credit.

Transfers Initiated After Cut-Off Time: Funds involving an External Transfer from your Account with Bank (Outbound) will be debited from your Account and credited to the receiving external, non-LendingClub Bank account on the second Business Day after you initiate the transfer. Funds involving Inbound transfers will be debited from the external, non-LendingClub Bank account and credited to the receiving LendingClub Bank Account on the second Business Day after you initiate the transfer. The funds credited to the receiving LendingClub Bank account will not be available for use until the 2 business day following the day of credit. For accounts that are less than 30 days old, the funds credited to the receiving LendingClub Bank account will not be available until the 5th business day following the day of credit.

**Canceling Scheduled Transfers.** Future-dated External Transfers (either one-time or recurring) can be cancelled prior to the cut-off time set forth in Online 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. NOTE: Immediate transfers cannot be cancelled via the Service once the transfer has been processed.

**Limitations on Transfers.** In addition to the limits described in the applicable Deposit Account Agreement, 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 in subsection (F) 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).

**External Transfers and Available Funds.** You agree to have Available Funds on deposit in the Account you have designated in amounts sufficient to pay for all External Transfers requested, as well as any other payment obligations you have to us.

## FINANCIAL MANAGEMENT (FM) SOFTWARE

Once enrolled in Online 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.

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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.

## ELECTRONIC STATEMENTS (“eSTATEMENTS”) SERVICE

This section describes the terms and conditions applicable to our eStatements Service. Once enrolled in Online Banking, you may use this Service to view your current Account statements for your Deposit Accounts on a secure website.

**Consent and Authorization for Electronic Transmission of Account Statements.** You understand that pursuant to your Account Agreement(s) with us, you may be entitled to receive periodic Account statements in connection with your Accounts, such as checking Deposit Account statements (“Account Statements”). We may deliver these Account Statements to you by paper or electronically, in accordance with Applicable Law. If you opt to receive Account Statements electronically, then we may elect to discontinue sending you paper Account Statements. Any changes you make may not take effect until after the end of the current Account Statement cycle, and notwithstanding your election to receive electronic Account Statements, we may continue to send you paper Account Statements.

**Authorization.** As a condition of using eStatements, you represent to us and further agree that if the Account used to access eStatements is a joint Account, you are an owner or holder of the joint Account and your election to use eStatements for the Account has been authorized by each of the joint accountholders. All joint accountholders on the Account are legally bound by these terms and conditions.

**Termination of eStatements.** Your election to receive subsequent Account Statements electronically is voluntary and may be terminated at any time. Subject to our confirmation of your request, such termination shall become effective no later than fifteen (15) calendar days after receipt by us. Upon termination, you will no longer have access to your Account Statements online and you will receive all Account Statements in paper form via postal mail service, subject to any fee as set forth in the Fee Schedule.

**Valid Email Address Required.** You must maintain a valid, active email address to use eStatements. You must promptly notify us of any change in your email or postal address by contacting us through “Secure Messaging” within Online Banking. We are not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from eStatements or notifications sent to an invalid or inactive email address or postal address that you provided.

**Paper Statements.** You may also request a paper copy of any periodic regular Account Statement. A fee may be charged for any such paper copies in accordance with the Fee Schedule.

**eStatement Changes.** As further set forth in this Agreement, you acknowledge and agree that we reserve the right to change the terms and conditions of this section as it pertains to eStatements at any time. We will notify you in accordance with this Agreement. We reserve the right to discontinue the eStatements Service at any time.

## MOBILE BANKING SERVICE

**Enrolling in the Mobile Banking Service.** 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 Accounts are available through the Mobile Banking Service, and not all features of the Mobile Banking Service may be available. To use the Mobile Banking Service, you must: (a) 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, and (b) register while logged in to your subscription to Online Banking. 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, the telecommunications carrier that provides service to your Mobile Device, and your email address. 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.

**It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including its telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated. We reserve the right to refuse or cancel your registration for the Mobile Banking Service if we cannot verify information about you and/or your Mobile Device.**

**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.



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- **Make One-Time Same-Day or Future-Dated Internal Transfers Between Your Mobile Banking Accounts :** 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. For security reasons, we may limit the frequency and dollar amount of Internal Transfers made via the Mobile Banking Service, as further described in 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 Involving Your Mobile Banking Accounts:** To make immediate or future-dated, one-time External Transfers of funds involving your Mobile Banking Accounts, as further described in and in accordance with the EXTERNAL TRANSFERS section of this Agreement. For security reasons, we may limit the frequency and dollar amount of Internal Transfers made via the Mobile Banking Service, as further described in 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 must maintain your Funding Account in good standing with us in order to perform Mobile Bill Payment Transactions. If your Funding Account is closed for any reason, we will suspend or terminate your right to engage in Mobile Bill Payment Transactions. For security reasons, we may limit the frequency and dollar amount of Mobile Bill Payment Transactions from your Funding Account. 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 to Us:** 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**

- **Regulatory Limits:** The limitations set forth in the LIMITS ON AMOUNTS AND FREQUENCY OF ONLINE BANKING AND MOBILE BANKING TRANSACTIONS section of this Agreement apply to the Mobile Banking Service
- **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**

Any fees and charges that may apply to the Mobile Banking Service will be set forth in our Fee Schedule and are separate and apart from any other charges that may be assessed by the provider of your mobile communication services ("Carrier") for text messages sent to or from us. 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. You represent and agree that all information you provide to us in connection with the Mobile Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Mobile Banking Service. You agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

**User Security.** You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Mobile Banking Service. You agree not to leave your Mobile Device unattended while logged into the Mobile Banking Service and to log off immediately at the completion of each access by you. You agree not to provide your Login ID, password or other access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information, or other means to access the Mobile Banking Service, you are responsible for any transactions they authorize. We will not be liable for any damages resulting from your failure to follow the above precautions. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of the Mobile Banking Service is available for use in locations outside of the United States. Accessing the Mobile Banking Service from locations outside of the United States is at your own risk.

User Conduct. You agree not to use the Mobile Banking Service or the content or information delivered through the 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 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.

## OPTIONAL ACCOUNT ALERTS

The Service provides optional, voluntary Account and security alerts associated with certain modules of Online Banking and the Mobile Banking Service that must be activated by you. We may add new alerts from time to time, or cancel old alerts. Each alert has different options available, and you may select from among these options upon activation of your alerts service. Voluntary alerts are subject to the following:

Electronic alerts will be sent to the phone number(s), email address(es) or Mobile Device(s) 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.

You understand and agree that your alerts may be delayed or prevented by a variety of factors. 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 as a result 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.

## MOBILE REMOTE DEPOSIT CAPTURE SERVICE

**Service.** The Mobile Remote Deposit Capture Service ("Mobile Deposit") is designed to allow you to make deposits of paper checks ("Original Checks") to your checking, savings or money market savings Accounts with Bank ("Mobile Deposit Accounts") from home or other remote locations by using your eligible camera-enabled Mobile Device to capture images of the Original Checks and transmitting the digital images and associated deposit information ("Images") to us or our third party processor ("Processor") with your Mobile Device.

**Eligibility.** You must be a user of the Bank's Mobile Banking Service to use Mobile Deposit.

**Enrollment.** In order to use Mobile Deposit, you must: (a) have one or more eligible Deposit Accounts with us, (b) have an eligible Mobile Device, and (c) be a user of the Mobile Banking Service. Only certain camera-enabled Mobile Devices may be used with Mobile Deposit, as specified by us from time to time. The enrollment process may require you to provide information about the Mobile Device that you will use for Mobile Deposit, as well as the telephone number for your Mobile Device, the telecommunications carrier that provides service to your Mobile Device, and your email address. Use of Mobile Deposit requires identification of your banking relationship with us as well as verification of your Mobile Device. If you use a handheld mobile device other than your Mobile Device to access Mobile Deposit, any short message service ("SMS") text messages originating from Mobile Deposit will be sent to the Mobile Device you entered and verified when registering for Mobile Deposit. It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including its telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated. We reserve the right to refuse or cancel your registration for Mobile Deposit if we cannot verify information about you and/or your Mobile Device.

**Charges for Mobile Deposit.** While we currently do not charge for Mobile Deposit, you agree to pay for any future charges we may assess for Mobile Deposit in accordance with our current Fee Schedule, as amended from time to time, or you may elect to terminate Mobile Deposit. We will advise you of any fee changes prior to implementing them to the extent and as required by applicable law. You authorize us to automatically charge your primary checking Account for all such fees incurred in connection with Mobile Deposit. In the future, we may add to or enhance the features of Mobile Deposit. By using such added or enhanced features, you agree to pay for them in accordance with our Fee Schedule.

**Deposit Limits.** We may establish daily and/or monthly limits on the dollar amount and/or number of items or deposits from time to time. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

**Eligible Items.** You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the Image of the check that is transmitted to the Bank (each such check and other item is referred to in this section as a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code of the State of Utah. You also acknowledge and agree that Mobile Deposits that you make using this service are not "Electronic Fund Transfers" as that term is defined in Bureau of Consumer Financial Protection Regulation E.

You further 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 drawn, or otherwise issued, by you on any of your Mobile Deposit Accounts maintained at another financial institution,
- are prohibited by Bank's then current procedures pertaining to Mobile Deposit or are in violation of any law, rule or regulation,

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- 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 Mobile Deposit Account on which the Checks are drawn,
- have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent,
- 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 Reg. 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 that specified in this section,
- have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution,
- money orders,
- are not acceptable to Bank for deposit into a deposit Account as provided in the Account Agreement.
- 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.** You understand you must, and hereby agree, at your sole cost and expense, to use a Mobile Device that meets all technical requirements for the proper delivery of Mobile Deposit and that fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of Mobile Deposit, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of Mobile Deposit. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with Mobile Deposit and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device and/or any associated hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. The Bank hereby advises you, and you hereby agree to scan its Mobile Device and/or any associated hardware or software on a regular basis using a reliable virus detection product in order to detect and remove viruses.

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 1½ 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 a Mobile Deposit 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 via a confirmation email to you if you have elected this option and provided us with your email address when you make the deposit. 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. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Mobile Deposit 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 remote deposit into your Mobile Deposit Account. We will notify you of rejected Images by phone, email or other means.

**Retention of Original Checks.** After you receive confirmation that we have received an Image, you must securely store the Original Check for 3 days after transmission

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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 two (2) 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 Mobile Deposit 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 never deposit the Original Check or present the Original Check to us or anyone else for payment. You understand that you are responsible if anyone is asked to make a payment based on an Original Check that has already been paid.

**Returned Deposits.** Any credit to your Mobile Deposit Account for Checks deposited using Mobile Deposit is Provisional. As used herein, "Provisional" means that the credit is made to your Mobile Deposit Account subject to final payment of the Checks and subject to the terms of the Account Agreement. If Original 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 an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an Image of the Original Check, a paper reproduction of the Original Check or a substitute 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 an Original 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 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 Photo Check Deposit Service ("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.

**Next-Day Availability:** Funds from the following deposits are available on the first business day after the day of your deposit: U.S. Treasury checks that are payable to you. Checks drawn on LendingClub Bank.

**Second-Day Availability:** Cashier's, certified, and teller's checks that are payable to you. Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you. The first \$225 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

**LONGER DELAYS MAY APPLY** If we are not going to make all of the funds from your deposit available according to the preceding schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances: We believe a check you deposit will not be paid. You deposit checks totaling more than \$5,525 on any one day. You

# LendingClub | Personal Online and Mobile Agreement

redeposit a check that has been returned unpaid. You have overdrawn your account repeatedly in the last six months. There is an emergency, such as failure of computer or communications equipment. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth business day after the day of your deposit.

**SPECIAL RULES FOR NEW ACCOUNTS** If you are a new customer, the following special rules will apply during the first 30 days your account is open. The first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the fifth business day after the day of your deposit. Funds from all other check deposits will be available on the fifth business day after the day of your deposit.

**Effective October 4, 2023:** 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 Holds 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.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit has been completed. 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 our 800.242.0272, between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, if you learn of any loss or theft of Original Checks. 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.

You agree to notify us of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable Account statement is sent or otherwise made available. Unless you notify us within 60 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are precluded from bringing a claim against Bank for such alleged error.

**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.

**Ownership and License.** You agree that the Bank and/or its service provider(s) retain all ownership and proprietary rights in Mobile Deposit, associated content, technology and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, your breach of this section or the Agreement immediately terminates your right to use Mobile Deposit. Without limiting the restriction of the foregoing, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Mobile Deposit, copy or reproduce all or any part of the technology or Mobile Deposit; or interfere, or attempt to interfere, with the technology or Mobile Deposit. We and our technology partners or Processor retain all rights, title and interests in and to Mobile Deposit, software and developments made available to you.

## DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN MOBILE DEPOSIT OR TECHNOLOGY WILL BE CORRECTED.

**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 (vi) 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.

## STOP PAYMENT

You may use Online Banking to initiate an electronic stop payment request for any check written on your Accounts, including those issued via the Bill Payment Service. 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 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 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.

## PROCESSING CUT-OFF TIMES

Except as otherwise provided in this Agreement, any Internal Transfers submitted by you after 9:00 p.m. (Eastern Time) are considered part of the next Business Day. External Transfers sent by you after 1:00 p.m. (Eastern Time) are considered part of the next Business Day. Bill Payment requests submitted after 4:00 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 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 Banking Service, including but not limited to the Mobile Banking Service feature of Online Banking. 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 Banking Service customers:

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

**Password:** Each user of the Online 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 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 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 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 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 email or such other method as Bank may offer from time to time, including but not limited to delivery to a designated phone or Mobile Device, as applicable, either by voicemail or SMS text.

**Mobile Authorization Code:** This is a four-digit numeric code (like an ATM PIN) that is set-up by you during enrollment in the Mobile Banking 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. The operating systems and browsers listed at <https://www.lendingclub.com/> are the minimum requirements necessary to ensure a positive experience while using Online Banking. Those requirements are in addition to the Computer requirements described in this Agreement, and the recommendations available at the Online Banking Service website and associated web pages, including but not limited to 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. Additional details about Online Banking alerts are available at the Online Banking Service website and associated web pages.
- **Security Center:** The Bank provides important information, recommendations and best practices for Internet banking security at its Security Center – located at <https://lcbank.flywheelstaging.com>. As an important additional security procedure, it is recommended that all customers regularly review and implement the various actions described at the Security Center to help protect their financial and other sensitive information and mitigate fraud.

We will execute authenticated transfers or transactions that are in conformity with all Security Procedures and other requirements set forth in this Agreement. We may require additional authentication of any transfer or transaction request. We reserve the right to reject a transfer or transaction request that cannot be properly authenticated.

Except as is more fully discussed in this Agreement, you understand and agree that you are responsible for all transfers and payments made through the Service using the Security Procedures. You also acknowledge and agree that if you permit another party(ies) to use the Security Procedures to access the Service, or otherwise authorize them to use the Service, you are responsible for any and all Online Transactions that party(ies) makes from your Account, even if it exceeds your authorization. Subject to the terms of this Agreement, we may follow and comply with any transfer instructions entered into the Service using the Security Procedures.

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.

## FEES AND CHARGES

You agree to pay the fees and charges for your use of the Service as set forth in the Fee Schedule as it may be amended from time to time with notice to you as required by Applicable Law. You agree that all such fees and charges will be deducted from the checking Account you designate as the "Primary Checking Account." If you close your Primary Checking Account, you must contact us immediately to designate another Account as your Primary Checking Account. You agree to pay any and all additional charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

## 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 banking transactions through Online Banking are not made 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 us at: P.O. Box 55063 Boston, MA 02205.
- In Person: You may visit us in person at any one of our branch locations.

## PART II: Additional Disclosures Regarding Electronic Funds Transfers

### ACCOUNT STATEMENTS

We report your Online Transactions on the periodic statements for your Account(s). You agree to review your periodic statement promptly after you receive it or it is made available to you through Online Banking in accordance with this Agreement and the terms of your Deposit Account Agreement. You also agree to tell us promptly about any change in your address, so that we may send your periodic statement(s) to your correct address. Certain Deposit Accounts, including but not limited to savings Accounts, money market deposit Accounts, CDs and IRAs, will receive a quarterly statement if there is no EFT activity.

A copy of any documentation provided to you that indicates that an EFT was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

## UNAUTHORIZED ONLINE TRANSACTIONS FROM YOUR DEPOSIT ACCOUNT(S)

Tell us AT ONCE if you believe your Login ID or password has been stolen or compromised or if someone has transferred or may transfer money from your Account without your permission. The best way to minimize your loss is to call us IMMEDIATELY. You can lose no more than \$50 if your Login ID or password is stolen or compromised and they are used without your permission.

To notify us, please contact us using the information provided in the section entitled YOUR COMMUNICATIONS WITH LENDINGCLUB BANK.

When you give someone your Login ID or password, you are authorizing that person to use your Service, and you are responsible for all Online Transactions the person performs using your Service. All transactions that person performs, even transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized, so long as we have had a reasonable opportunity to act on your notice. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, you should sign-off after every Online Banking session and close your browser to ensure confidentiality.

## DISCLOSURE OF DEPOSIT ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your Deposit Account and/or the Online Transactions you make:

Where it is necessary for the completion of an Online Transaction or to resolve errors;

For verification of the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant;

In order to comply with a government agency or court order or lawful subpoena;

If you give us your written permission, which will expire after forty-five (45) days;

To our employees, auditors, attorneys and collection agencies in the course of their regular duties; or

In accordance with our privacy policy.

## RIGHT TO GET DOCUMENTATION OF EFTS

You will get a monthly statement covering the EFT transactions that you conduct on your Deposit Account (unless there are no EFTs in a particular month, in any case you will get a statement at least quarterly). You agree to review your monthly statement promptly after you receive it in accordance with this Agreement and your Deposit Account Agreement. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address. Certain Deposit Accounts, including but not limited to savings accounts, money market deposit accounts, CDs and IRAs, will receive a quarterly statement if there is no EFT activity.

A copy of any documentation provided to you that indicates that an EFT transaction was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

## STOP PAYMENT OF PREAUTHORIZED EFTS

If you have told us in advance to make regular, preauthorized EFTs from your Deposit Account(s), you can stop any of these payments. Here's how: call or write to us at the phone number and/or address provided in the section entitled YOUR COMMUNICATIONS WITH LENDINGCLUB BANK.

In order to stop payment on preauthorized EFTs, we must be notified at least three (3) Business Days prior to the regularly scheduled EFT date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We may charge you a fee (as provided in our Fee Schedule) for each stop payment order that you give.

## ADDITIONAL INFORMATION REQUIRED BY MASSACHUSETTS LAW

As a Consumer, the initiation by you of certain electronic transfers from your Account (including point-of-sale (POS) transactions) will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transactions. Any documentation provided to you that indicates that an electronic transfer was made to another person will be admissible as evidence of such transfer and will constitute prima facie proof that such transfer was made. Unless otherwise provided in this Agreement, you may not stop payment of electronic fund transfers. Therefore, you should not initiate or employ electronic access to make a payment unless you are satisfied that you will not need to stop payment.

## Notice of Varying Amounts of Preauthorized EFT

If your preauthorized EFTs may vary in amount, the person (or organization) you are going to pay will tell you at least ten (10) days before each payment, when it will be made, and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

## LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED EFTS FROM YOUR DEPOSIT ACCOUNTS

If you order us to stop one of these payments from your Deposit Account(s) three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, subject to the limitations set forth in your Deposit Account Agreements and elsewhere in this Agreement.

## OUR LIABILITY IF WE FAIL TO MAKE CERTAIN EFTS FROM YOUR DEPOSIT ACCOUNTS

If we do not complete an EFT to or from your Deposit Account on time or in the correct amount according to our agreement with you, we will be liable only for your losses or damages. However, there are some exceptions to our liability to you. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your Deposit Account(s) to make the transfer.
2. If the transfer would go over the credit limit on any overdraft line of credit associated with your Deposit Account.
3. If the Service was not working properly and you knew about the breakdown when you started the Online Transaction.
4. If circumstances beyond our control prevent us from making a transfer or payment, despite reasonable precautions that we have taken (such circumstances include Internet or wireless telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods).
5. If you do not give proper, complete or correct transfer instructions, or you do not follow the procedures in this or any other Account Agreements with us for requesting such services.
6. If your User ID and/or password has been reported lost or stolen, or we have canceled your User ID and/or password, or the Service.
7. If we have reason to believe that you or someone else is using the Service for fraudulent or illegal purposes.
8. If the funds in your Deposit Account are subject to legal process or other encumbrances restricting their transfer.
9. There may be other exceptions and limitations stated in this Agreement and in our Deposit Account Agreements with you.

## IN CASE OF ERRORS OR QUESTIONS ABOUT ONLINE TRANSACTIONS FROM YOUR DEPOSIT ACCOUNTS

Telephone us at and/or write us at the phone number and address listed in the section entitled YOUR COMMUNICATIONS WITH LENDINGCLUB BANK as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and Deposit Account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.
4. For a Bill Payment Service issue – tell us the checking Account number used to pay the bill, Payee name, date the payment was scheduled, payment amount, reference number and Payee account number for the payment in question.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Deposit Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Deposit Account.

For errors involving new Deposit Accounts or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Deposit Accounts, we may take up to twenty (20) Business Days to credit your Deposit Account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## ELECTRONIC FUND TRANSFERS (EFTS) GENERALLY

Your use of Online Banking, including the Bill Payment Service, and Mobile Banking Service, is subject to the Electronic Fund Transfer Act. In addition to the foregoing, please see the Electronic Fund Transfers Disclosure section of your Deposit Account Agreement or otherwise received when you opened your Deposit Account(s), which also discloses important information concerning your rights and obligations for EFTs.

## LIMITED LIABILITY

Except as otherwise expressly provided in this Agreement or required under Applicable Law, unless we acted in bad faith, we are not liable to you for delays, errors, or Losses that occur with respect to your use of the Service because of our performance (or failure to perform) under this Agreement. In addition to that limitation, we are also not liable to you for mistakes or delays with respect to your use of the Service that are caused by circumstances beyond our control, such as acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction of or unavoidable difficulties with our equipment. IN NO EVENT WILL YOU OR ANY PERSON ACTING ON YOUR BEHALF BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

## INDEMNITY

You agree to indemnify and hold us, our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees and agents of our affiliates and subsidiaries) harmless from and against any and all Losses claimed by or otherwise involving third parties and arising from or in connection with the Service provided under this Agreement, except for Losses due to our own gross negligence or willful misconduct. Additionally, you further agree to hold us, and our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees and agents of our affiliates and subsidiaries) harmless from Losses claimed by or otherwise involving third parties arising out of actions taken or omitted in good faith by us in reliance upon instructions from you, an authorized signer/convenience signer or fiduciary, or any person acting on your behalf. We are not responsible for any actions or omissions by any third party that is not a Third Party as described in Part III of this Agreement or is not otherwise under our direct control.

## PART III: General Provisions For Consumers

This portion of the Agreement applies to Consumers and describes the general terms and conditions applicable to all use of Online Banking.

### 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").

### CUSTOMER IDENTIFICATION PROGRAM

You agree to provide to us, before we begin providing any part of the Service to you, any and all information required to comply with Applicable Law and our policies and procedures relating to customer identification.

### TRANSACTION LIMITS

You will, upon request by us from time to time, provide us with such financial information and statements and such other documentation as we reasonably determine to be necessary or appropriate showing your financial condition, as applicable, to enable us to evaluate our exposure or risk and establish any transaction limits that may apply for your use of the Service. Any limits established by us hereunder shall be made in our sole discretion and shall be communicated promptly to you.

In the event that providing the Service to you results in unacceptable credit exposure or other risk to us or will cause us to violate any law, regulation, rule or order to which we are subject, we may, in our sole and exclusive discretion, without prior notice or as otherwise required by Applicable Law, further limit your transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or we may terminate any or all of the Service then being provided to you.

### OVERDRAFTS; SET-OFF

We may, but shall not be obligated to, complete any transaction in connection with providing the Service if there are insufficient Available Funds in your Account(s) to complete the transaction. The honoring of one or more of your overdrafts, however, does not obligate us to honor any future overdrafts. If you have an "Overdraft Protection" feature with your Deposit Account, any check or debit that overdraws such Deposit Account will be honored up to your available credit limit. In the event any actions by you result in an overdraft in any of your Accounts, including but not limited to your failure to maintain sufficient balances in any of your Accounts, you shall be responsible for repaying the overdraft immediately and without notice or demand, except as otherwise required by Applicable Law. Except to the extent prohibited or limited by Applicable Law, we have the right, in addition to all other rights and remedies available to us, to set-off the unpaid balance of any amount owed us in connection with the Service against any debt owing to you by us, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by us, whether collected or in the process of collection, or in any other Account maintained by you at or evidenced by any certificate of deposit issued by us. If any of your Accounts become overdrawn, under-funded or for any reason contain a negative balance, then we shall have the right of set-off against all of your Accounts and other property or deposit Accounts maintained with us, and we shall have the right to enforce our interests in collateral held by us to secure your debts to us arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated, except to the extent prohibited or limited by Applicable Law.

### COMPUTER REQUIREMENTS

To use the Service, you will need to provide, at your own expense, a computer or other Internet access device, software and necessary telephone lines, Internet or other connections and equipment as needed to access the Service (collectively referred to here as the "Computer"). You are responsible for the installation, maintenance and operation of the Computer. Your Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as we may specify from time to time. We are not responsible for any errors or failures caused by any malfunction of the Computer, and we are not responsible for any virus or related problems that may be associated with the use of the Service, the Computer or other Internet access, including but not limited to any virus, trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware and other malicious and unwanted software or related problems that may be associated with access to or use of the Service or the Computer. We recommend that you routinely scan the Computer using reliable virus protection products, and to remove any viruses found using such products. You are responsible for all Internet service provider, telephone and other similar charges incurred in connecting to the Service. From time to time, we may require that you upgrade or install software to the Computer to ensure the proper operation of the Service. You agree to promptly load any such upgrades or additional installations upon our notice to you.



## 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.

## YOUR RIGHT TO TERMINATE

You may cancel or terminate your use of Online Banking at any time by providing us with written notice by email, postal mail or fax. Your access to Online Banking will be suspended within three (3) Business Days of our receipt of your instructions to cancel the Service. You will remain responsible for all outstanding fees and charges incurred through the date of cancellation. This cancellation applies only to your access to the Service and does not terminate your Account(s).

If you choose to cancel your access to the Service, any unprocessed transfers will be cancelled. We recommend that you cancel any scheduled transfers prior to notifying us that you are discontinuing the Service. We normally will cancel any scheduled transfers within two (2) Business Days from the date we receive your request to cancel your access to the Service. However, we are not responsible for transfers made pursuant to instructions received from you before your cancellation request was received.

If you close your Account(s), or if you no longer have any Account(s) linked to the Service, your access to the Service will automatically be discontinued, and we reserve the right to cancel any unprocessed transfers at the time of such discontinuation of the Service.

## OUR RIGHT TO TERMINATE

We reserve the right to terminate or suspend your use of Online Banking or any feature of the Service for any reason, at any time. We will provide you with notice of such termination to the extent required by Applicable Law.

## CHANGE IN TERMS

We may change the terms governing your use of Online Banking, including the terms of this Agreement or the fees and charges associated with the Service and/or any policy or procedure affecting your use of the Service, at any time. We will provide you with notice of such changes when and as required by Applicable Law. All changes will be effective upon the date provided in the notice. However, if the change is in your favor (such as the termination or reduction of a fee), we may provide you notice of the change after it is effective. We will post any required notice of the change in terms on the Online Banking website or forward it to you by email or by postal mail, or as otherwise required by Applicable Law. Your continued use of any or all of the subject Online Banking service(s) indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reserve charges or fees in individual situations. You acknowledge and agree that the applicable Deposit Account Agreement and any associated disclosures govern changes to fees applicable to specific Accounts, including changes to those fees set forth in the Fee Schedule.

## ELECTRONIC MAIL

Because normal Internet email transmissions may not be secure, you agree to log into the Service and contact us electronically only through any secure messaging service that we may make available to you for any inquiries or requests that you may have regarding your Accounts. We cannot otherwise act on instructions sent by you from an external email address except through the secure messaging service that we make available to you through the Service.

We will not immediately receive email that you send. Therefore, you should not rely on email if you need to communicate with us immediately (for example, to report a lost or stolen ATM or debit card and/or password, to report an unauthorized transaction from one of your Deposit Accounts, or to report an error on your statement). We will not take actions based on your email requests until we actually receive your message and have a reasonable opportunity to act.

## HYPERLINKS TO OTHER SITES

We or our Third Parties may elect to display one or more hyperlinks on the Service's website from time to time. A hyperlink is any highlighted words or phrases in a document that allow you to click through to another section of the same document or to another document on the Internet. A hyperlink may allow you to click through to a third party website over which we have no control. We specifically disclaim any responsibility for the content, products and services provided at linked third party websites. We are not liable for any failure of the products or services advertised on third party websites. You should be aware that third party websites may have privacy policies that differ from our privacy policy; it is your responsibility to review privacy policies at the linked third party websites to determine whether those policies are acceptable to you. The linked third party websites may provide less security than our website.

## NO WARRANTIES

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS." WE AND OUR SERVICE PROVIDERS AND AGENTS DO NOT MAKE AND EXPRESSLY DISCLAIM ANY WARRANTIES, EITHER EXPRESSED

OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF US AND OUR SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

## **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.

## **VIRUS PROTECTION**

Neither we nor our Third Parties are responsible for any electronic virus that you may encounter using Online Banking, including but not limited to the Bill Payment Service and eStatements. 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.

## **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.

## **DISCLOSURE OF INFORMATION**

We respect your right of privacy. Information about your Account or any transactions between you and us will not be disclosed to third parties except in accordance with this Agreement, Applicable Law and our Privacy Policy.

## **NOTICES**

Any notice that you give to us is effective only once it is actually received. If you have been instructed to use a specific address for a certain type of notice, it must be received by us at that address to be effective.

You authorize us to, and you agree that we may, except to the extent prohibited or limited by Applicable Law, send any notice or communication that we are required or permitted to give to you under this Agreement, including but not limited to notice of any change to the Service or this Agreement, to your mailing address or your email address as it appears on our records or electronically by posting the notice on the Service's website, on an Account statement or via facsimile and that any such notice or communication will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly about any change in your mailing or email address and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon such notice. You agree that we may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

## **FORCE MAJEURE**

Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order, decree or an emergency that prevents us or you from operating normally.

## DOCUMENTATION

The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations relating to or arising under this Agreement.

## ENTIRE AGREEMENT; INTEGRATION

We and you acknowledge and agree that this Agreement and any amendments hereto, and all other documents incorporated by reference therein, constitute the complete and exclusive statement of the agreement between you and us with respect to the Service and supersede any prior oral or written understandings, representations and agreements between the parties relating to the Service.

Notwithstanding the foregoing, this Agreement is in addition to any other agreements and disclosures between you and us. Provisions in our other agreements and disclosures, including the Deposit Account Agreement applicable to your Account(s), may be revised from time to time and remain effective for all other aspects of the Accounts involved. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and us, this Agreement will control on issues related to Online Banking and related services, including but not limited to the Bill Payment Service and eStatements. However, as a Consumer, the Electronic Fund Transfers Disclosure Statement included in your Deposit Account Agreement or otherwise received when you opened your Account (as the same may be amended from time to time) will control.

## SEVERABILITY

If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which we are subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of our compliance with such statute, regulation or policy.

## ASSIGNMENT AND DELEGATION

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.

## SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties and the parties' successors and permitted assigns.

## NON-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 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.

## GOVERNING LAW

Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of Utah.

## ATTORNEYS' FEES

If any action is brought by either party against the other regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorneys' fees, costs of court, expert witness fees and other expenses of action.

## BENEFICIARIES

This Agreement is for the benefit only of the undersigned or otherwise designated parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

## RECORDING OF COMMUNICATIONS

Except as otherwise required by Applicable Law, you and we agree that all telephone conversations or data transmissions between us or our respective agents made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means.

## RELATIONSHIP

You and we are not, and your and our licensors are not, partners, joint venturers or agents of each other as a result of this Agreement.

## HEADINGS AND CAPTIONS; INTERPRETATION

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof. The words "include" and "including" shall be interpreted as meaning "include without limitation" or "including without limitation."

## PART IV: Wire Transfer Service Terms and Conditions

Personal LendingClub Banking Customer may be granted the ability to enter and complete domestic wire transfer orders within the Online LendingClub Banking platform. If that ability is enabled for a personal banking customer, the following agreement applies.

**Service.** The Service described in this Agreement provides Customer with the capability to transfer funds from specific Deposit Account(s) to other accounts (the "Recipient Account(s)") as directed by Customer. The Recipient Account(s) may be Customer accounts or domestic-only (U.S.-based) third-party accounts, and may be with LendingClub Bank or with domestic third-party financial institutions. Customer may use the Service to initiate one-time wire transfers or automated standing transfer orders (as described below) or to create templates for wire transfers made on a repetitive basis which involve the same Customer Deposit Account and Recipient Account ("Repetitive Transfer(s)"). Customer may also utilize Repetitive Transfers to initiate automated standing wire transfer orders, as further described below. All wire transfers must be initiated by Customer.

**Transfer Instructions and Transmission Methods.** Customer may instruct LendingClub Bank to transfer funds from any Customer Deposit Account(s) owned at LendingClub Bank. For purposes of this agreement, such instruction (or "order") shall be received from Customer and initiated by means of the Online Banking Service, unless LendingClub Bank agrees otherwise in writing in its sole and exclusive discretion.

In order to transmit instructions via the Online Banking Service, Customer must first agree to and transmit all instructions in accordance with all of the terms, conditions and security procedures applicable to the Service and set forth in Customer's Agreement, the Online Banking Service, this 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").

Customer's 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, Customer authorizes LendingClub Bank to withdraw the amount of any requested wire transfer which Customer may authorize and instruct, plus any applicable fees and charges, from Customer's designated Deposit Account. Subject to the terms of this Agreement, LendingClub Bank will accept and execute a wire transfer received from Customer that has been authenticated by LendingClub Bank 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 Customer's transactions to exceed the available balance, daily transaction limit or the daily exposure limit established by LendingClub Bank for Customer.

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 LendingClub 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) currency type, (iv) name and ABA routing number or SWIFT BIC of the beneficiary's bank, and (v) name, address and account number of the beneficiary. In the event a wire transfer describes an account number for the beneficiary that is in a name other than the designated beneficiary, LendingClub Bank may execute the wire transfer to the account number so designated notwithstanding such inconsistency.

Templates created via the Online Banking Service or other instructions for Repetitive Transfers that are based on and reflective of information provided by Customer are the sole and exclusive responsibility of Customer. Customer agrees to release and hold LendingClub Bank harmless from any loss or liability (including reasonable attorney's fees) which Customer or LendingClub Bank may incur after LendingClub Bank has executed a Repetitive Transfer, including without limitation, any loss due to Customer error in creating the Repetitive Transfer template or instruction.

**Time of Execution – Domestic Wires.** LendingClub Bank 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 or on the Business Day requested by Customer if the wire transfer is future-dated. LendingClub Bank may require additional authentication of any wire transfer request. LendingClub Bank reserves 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 LendingClub Bank for all purposes as having been received on the following Business Day.

Except for future-dated outgoing wire transfers, 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 LendingClub 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 LendingClub Bank's correspondent facility and the recipient bank. Future-dated domestic outgoing wire transfers will be initiated on the effective date requested by Customer, provided that date is a Business Day, not on the date Customer entered the transaction using the Service. Customer may submit a future-dated domestic wire transfer up to such period of time in advance of the effective date requested by Customer as the Service permits.

LendingClub Bank may handle wire transfers received from Customer in any order convenient to LendingClub 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,

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LendingClub Bank may at its option execute as many of such orders or requests as possible within the dollar limits of such Available Funds.

**Repetitive Transfers.** A Repetitive Transfer is a template-based transfer order that Customer intends to be made on a recurring, periodic basis to the same beneficiary and the same account at the same beneficiary bank and for which only the date and dollar amount and any additional optional information vary.

Upon set-up of any Repetitive Transfer, LendingClub Bank will transfer funds from Customer's Deposit Account(s) according to the schedule and parameters set forth by and/or for Customer in the Online LendingClub Banking Service or any associated exhibits.

For domestic Repetitive Transfers transmitted through the Online LendingClub Banking Service, Repetitive Transfers must be authorized in accordance with the terms and conditions of the Online LendingClub Banking Service and related service requirements. Customer shall be responsible for the creation of all Repetitive Transfer templates. LendingClub Bank shall not be liable for any error in Customer's set-up or creation of any template.

Modifications or deletions of Repetitive Transfers that were established via the Online LendingClub Banking Service must be modified or deleted by Customer via the Online LendingClub Banking Service prior to Customer's desired effective date of the change or deletion and in accordance with the time limits set forth within the Online LendingClub Banking Service.

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

**Notice of Rejection or Return.** LendingClub Bank shall have no liability for wire transfers sent by LendingClub Bank as directed by Customer which cannot be completed or which are returned due to incorrect information furnished by Customer. Customer is required to fully complete beneficiary name and address, as beneficiary bank may elect to return an otherwise valid wire transfer for incomplete beneficiary information. LendingClub Bank may reject or impose conditions that must be satisfied before it will accept Customer's instructions for any wire transfer, in its sole discretion, including, but not limited to, if there are insufficient Available Funds on deposit with LendingClub Bank for the specified Deposit Account, if the transfer order that does not comply with the security procedures, if there is any inconsistency between a transfer order and information previously supplied to LendingClub Bank, if LendingClub Bank is unable to obtain confirmation of such transfer order satisfactory to LendingClub Bank, if LendingClub Bank believes that the wire transfer may not have in fact been authorized, or if LendingClub Bank has other reasonable grounds not to honor the payment order. A wire transfer may also be rejected by an intermediary or beneficiary bank other than LendingClub Bank, or by operation of law. If a wire transfer is rejected, LendingClub Bank will endeavor to notify Customer promptly by telephone. Upon rejection or return, LendingClub Bank shall have no further obligation to act upon a wire transfer, nor shall LendingClub Bank have any liability to Customer 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.** Customer agrees that the Security Procedures used by Customer and set forth or incorporated by reference in this Appendix and/or associated documents, including but not limited to Schedule C to this Appendix, as well as the terms of and schedules to the Online LendingClub Banking Service, are a commercially reasonable method of providing security against unauthorized wire transfers and for all other instructions from Customer to LendingClub Bank. Any wire request transmitted by Customer shall be deemed authorized if transmitted in accordance with the Security Procedures. Customer also agrees that any election Customer may make to change or refuse the Security Procedures is at Customer's risk and that any loss resulting in whole or in part from such change or refusal will be Customer's responsibility.

Customer warrants that no individual will be allowed to initiate transfers without proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by LendingClub Bank in connection with the Security Procedures applicable to the Service and to restrict access thereto to Customer's employees trusted with the duty to transmit wire transfer orders to LendingClub Bank. If Customer suspects, knows, believes or has reason to believe that any such information or instructions have been known or otherwise accessed by unauthorized persons, Customer agrees to immediately notify LendingClub Bank by phone, followed by written confirmation. The occurrence of unauthorized access shall not affect any transfers made in good faith by LendingClub Bank prior to receipt of such notice and within a reasonable time period after notice is received to allow sufficient time for LendingClub Bank to respond to such notice.

LendingClub Bank may, from time to time, propose modified, additional or enhanced Security Procedures to Customer for use with the Service. Customer understands and agrees that if it declines to use any such modified, additional or enhanced Security Procedures, it will be liable for any losses that would have been prevented by such Security Procedures. Notwithstanding anything else contained in this Appendix, if LendingClub Bank believes immediate action is required for the security of LendingClub Bank or Customer funds, LendingClub Bank may initiate modified, additional or additional Security Procedures immediately and provide prompt subsequent notice thereof to Customer.

Customer hereby acknowledges that the Security Procedures are neither designed nor intended to detect errors in the content or verify the contents of a wire transfer by Customer. Accordingly, any errors contained in wire transfers from Customer shall be Customer's responsibility, and Customer 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 LendingClub Bank and Customer.

**Compliance with Security Procedures.** If a wire transfer (or a request for cancellation or amendment of a wire transfer) received by LendingClub Bank was sent in accordance with the Security Procedures applicable to the Service and thereby purports to have been transmitted or authorized by Customer, it shall be deemed effective as Customer's wire transfer (or request), even if the wire transfer (or request) was not authorized by Customer. If LendingClub 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 of Customer restricting acceptance of wire transfer issued in Customer's name, and (c) in good faith, then Customer shall be obligated to pay LendingClub Bank the amount of such wire transfer.

If a wire transfer (or a request for cancellation or amendment of a wire transfer) received by LendingClub Bank was actually sent or authorized by Customer, Customer shall pay LendingClub Bank the amount of any such wire transfer, whether or not LendingClub Bank complied with the Security Procedures applicable to the Service.



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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 Beneficiary Name and Account Number.** Insubmitting any wire request or related instructions, Customer shall be responsible for providing all necessary information required by LendingClub Bank. LendingClub Bank's Service is only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in an unintended transfer of funds. LendingClub Bank bears no responsibility and shall not be liable to Customer for any information provided by Customer in a wire request or related instructions that is inaccurate, incomplete or otherwise incorrect. Customer acknowledges and agrees that, in accordance with Article 4A of the UCC, LendingClub Bank shall be entitled to rely upon the numbers supplied by Customer to identify banks, beneficiaries and other parties to the wire transfer, even if those numbers disagree or are inconsistent with the names of those parties as provided by Customer. 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. Customer acknowledges that payment of a wire request or related instructions may be made by the beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary.

**Payment; Authorization to Charge Account.** Customer will compensate LendingClub Bank for the Service as applicable and as provided in LendingClub Bank's Fee Schedule attached as Schedule D to this Appendix. In connection with each wire transfer, Customer shall also pay LendingClub Bank's online wire transfer fee in effect at the time of such transfer. LendingClub Bank shall be authorized to deduct its fees hereunder from any Deposit Account of Customer.

Customer agrees to pay LendingClub Bank the amount of each transfer order received from Customer on the Business Day that LendingClub Bank executes said order or at such other time as LendingClub Bank may determine. LendingClub Bank may, without prior notice or demand, obtain payment of such amount by debiting the Account designated or, in the event there are not sufficient Available Funds in the Deposit Account, debiting any other Deposit Account Customer maintains with LendingClub Bank, in LendingClub Bank's sole and exclusive discretion. Customer agrees to at all times maintain a balance of Available Funds in Customer's designated Deposit Account sufficient to cover payment of Customer's obligations under this Appendix. LendingClub Bank is not obligated to execute and may reject, without notice to Customer, any transfer order which exceeds the amount of Available Funds on deposit with LendingClub Bank for the specified Deposit Account or any transfer order that does not comply with the Security Procedures as such may be modified from time to time. The aforementioned notwithstanding, LendingClub Bank may, at LendingClub Bank's discretion and with the approval of one of Customer's officers with the appropriate borrowing authority, execute a transfer which fails to meet Available Funds requirements. If LendingClub Bank does so, Customer agrees to repay LendingClub Bank on demand the amount of any resulting overdraft in Customer's Deposit Account.

**Advices and Statements.** All wire transfers accepted by LendingClub Bank (including wire transfers sent or received on behalf of Customer) will be reflected on Customer's Online LendingClub Banking Service daily history and on Customer's periodic Deposit Account statement issued by LendingClub Bank with respect to the Deposit Account(s) to or from which Customer's wire transfer was made. If Customer elects to sign up for LendingClub Bank's special notification feature, LendingClub Bank will also send Customer an advice or notice to the email address(es) specified by Customer if a wire transfer has been accepted. Customer agrees to check the daily history of the Deposit Account(s) on the day after the processing date and to notify LendingClub Bank immediately of any discrepancies between Customer's records and the daily history. Customer also agrees to notify LendingClub Bank in accordance with the terms of Section 11 of the Agreement of any discrepancy between Customer's records and the information shown on the periodic statement for the Account(s). If Customer fails to notify LendingClub Bank of any such discrepancy as required by this paragraph, Customer agrees that LendingClub Bank's liability for any Customer losses with respect to an Entry shown on the daily history or periodic statement shall be limited as set forth in the parties' Agreement.

**Refunds.** If the beneficiary's bank does not pay the beneficiary specified in the wire transfer order, a refund will be made only after LendingClub Bank has received confirmation of the effective cancellation of the wire transfer order and LendingClub Bank is in free 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 LendingClub Bank's fee and expenses and expenses of LendingClub Bank's correspondents, agents or sub-agents) or (ii) the amount actually received by LendingClub Bank in settlement of the liability to LendingClub Bank of our correspondent, agents or sub-agents, or foreign postal services, whichever is lower. As a condition of making refund, however, LendingClub Bank shall have the option, for a wire transfer composed or partially composed of foreign currency, to make refund (i) in that foreign currency, or (ii) in U.S. Dollars at LendingClub Bank's buying rate on the date of refund to Customer. When the funds for payment of the wire transfer have been remitted abroad and have not been returned or otherwise made available to LendingClub Bank, LendingClub Bank shall not be obligated to make any refund on account of the wire transfer. 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.** LendingClub Bank shall be entitled to rely in good faith on communications it receives as being given or sent by an Authorized User and as being genuine and correct. LendingClub Bank shall not be liable to Customer for the consequences of such reliance.

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 LendingClub Bank personnel and Customer.

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.**

In the performance of the Service addressed by this Agreement, LendingClub Bank shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to this Appendix, and shall not be responsible for the accuracy or completeness thereof. LendingClub Bank shall be responsible only for performing the Service as expressly provided for in this Appendix. LendingClub Bank shall not be responsible for Customer's 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 LendingClub Bank or transmission or communications facility, and no such person shall be deemed LendingClub Bank's agent. Customer agrees to indemnify and defend LendingClub 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 LendingClub Bank is responsible for any act or omission of Customer or any other person described in this Section 17.

# LendingClub | Personal Online and Mobile Agreement

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 LendingClub Bank or Customer may be liable to each other or to a third party pursuant to the Service provided under this Appendix, LendingClub Bank and Customer 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.** Customer agrees to comply with the requirements of Section 9 of the Agreement with respect to Data Breaches.

**Compliance.** Customer shall comply with all applicable laws, rules and regulations in connection with the Service. Customer agrees to be bound by such rules, and agrees 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, Customer shall be responsible for and shall fully indemnify LendingClub Bank for any and all fines, assessments and reasonable attorney's fees incurred by or imposed on LendingClub Bank as a result of any infraction or violation of such rules caused by or attributable to Customer.

**Termination.** The parties may terminate this Appendix in accordance with the terms and conditions of the parties' Agreement. This Appendix will automatically and immediately terminate if the parties' Agreement terminates, or if any Deposit Account upon which the Service is dependent is terminated. Any termination of this Appendix shall not affect any of LendingClub Bank's rights and Customer's obligations with respect to wire requests or related instructions initiated by Customer prior to the effective time of such termination, or the payment obligations of Customer with respect to services performed hereunder by LendingClub Bank prior to the effective time of such termination, or any other obligations that survive termination of this Appendix. The provisions of this Appendix that are necessary to give effect to the purposes of this Appendix shall survive its termination.

**Governing Law.** In addition to the terms and conditions of the parties' Agreement, the parties agree that if any payment order governed by this Appendix is part of a funds transfer subject to the federal Electronic Funds Transfer Act, then all actions and disputes as between Customer, or any Third-Party Service Provider (as defined in the Agreement) acting on Customer's behalf, and LendingClub Bank shall be governed by Article 4A of the UCC, as varied by this Appendix.

**Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of LendingClub Bank under this Appendix shall in all cases be subject to the provisions of the Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from LendingClub Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the services described herein and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by LendingClub Bank or the Agreement is terminated.

## 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 LendingClub 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 LendingClub Bank's correspondent facility and the recipient bank. These timelines are contingent on LendingClub Bank and the customer completing required security and verification procedures and should not be considered to be a guarantee of processing.

## PART V:

**Beginning September 29, 2023, the MX "Insights" feature will no longer be available.**

## Bank Link Services Agreement: MX Digital Money Management Services

You agree to enter into this Bank Link Services Agreement ("Agreement") with LendingClub Bank, National Association, ("we," "us," or "LendingClub"), and agree that MX ("MX") is a third-party beneficiary. You agree that this Agreement governs our treatment of data collected under prior versions of the Agreement.

**Purpose:** This Agreement sets forth the terms and conditions by which: (1) you're agreeing to provide us access to your bank or other financial account(s) that can be accessed through the Account Credentials you provide and (2) Financial Information relating to or accessible from those account(s) can be accessed, transferred, stored and used.

**Definitions:** Account Credentials. Information used to log in to your bank or other financial account(s). This information may include an email address, username, password, personal identification number ("PIN"), answers to security questions, or any other information that may be required to authenticate and/or access your account.

**Active Account.** An arrangement by which a user is given continuous personalized access to services performed by or through LendingClub or its Affiliates, including deposit-related services, banking services, investment services, and other services you obtained from LendingClub or through the LendingClub platform.

**Affiliates.** Companies related by common ownership or control. They can be financial and nonfinancial companies.

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Financial Information. Information regarding your account balance, deposits, names and contact information associated with individuals on accounts or identified in transactions, income, employment, cash flow, transactions, debt obligations, and any other information (whether current or historical) accessible or capable of being inferred from your account(s) or the financial institution maintaining your account(s) by someone using your Account Credentials (whether collected in the future or previously collected by us).

**Terms:** By linking your account, you are agreeing to provide MX with your Account Credentials and are authorizing and instructing MX to, on your behalf, store the Account Credentials you provide and to use the Account Credentials in connection with any account(s) that may be accessed using your Account Credentials and that the financial institution that maintains the account(s) may provide. You authorize us to use the Account Credentials stored by MX to access such account(s) and obtain additional Financial Information at any time while you have an Active Account or an open LendingClub deposit account. MX will not provide your Account Credentials to us. By entering into this Agreement, you agree with all of its terms, including that we may collect, store and use your Financial Information as described in the "Data Uses" section below and in accordance with the LendingClub Privacy Policy (<https://www.lendingclub.com/legal/privacy-policy>), the LendingClub Privacy Notice, which may be updated from time to time. You are also agreeing to MX's privacy policy MX Technologies, Inc. Privacy Policy which governs MX's storage and use of your Financial Information and Account Credentials, and your data protection rights with respect to data about you or your accounts and Financial Information collected and stored by MX. MX's privacy policy may also be updated from time to time.

**Data Uses:** By entering into this Agreement, you expressly permit us to use Financial Information we collect, as well as any Financial Information we previously collected through MX regardless of whether you have an open LendingClub deposit account or an Active Account and regardless of whether data is anonymized or not, for any lawful purpose, including but not limited, to:

- a. verify your identity, verify the accuracy of information provided in a deposit account application, and verify the accuracy of information we obtained in connection with a deposit account origination;
- b. perform credit underwriting for current and future products and services;
- c. determine products and services provided by or through LendingClub (including products and services offered by unaffiliated third parties) that may be of interest to you, and make you aware of such products and services;
- d. in connection with servicing any deposit account you receive through LendingClub, including collections activities;
- e. investigate and analyze fraud claims or actual or suspected fraud-related activity;
- f. improve our services, including, without limitation, through analysis for internal risk modeling and development of credit policies and models used for credit decision-making and credit risk management strategies in general or specific to your future applications and accounts;
- g. aggregated and anonymized data gathering for internal and external reporting purposes; and
- h. share Financial Information with third parties to perform any of the actions outlined above.

**Warranty:** WE MAKE NO WARRANTY THAT THE FINANCIAL INFORMATION RETRIEVED PURSUANT TO THIS AGREEMENT WILL RESULT IN BANK ACCOUNT VERIFICATION OR THAT IT WILL BE ACCURATE OR RELIABLE. PLEASE CONTACT YOUR BANK OR FINANCIAL INSTITUTION IF YOU BELIEVE ANY FINANCIAL INFORMATION ASSOCIATED WITH ACCOUNT(S) ACCESSIBLE THROUGH THE ACCOUNT CREDENTIALS YOU PROVIDE IS INCORRECT.

**Interruption in Service:** When using LendingClub personal banking finance tools, you may incur technical or other difficulties. Neither we nor our service provider are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of LendingClub personal banking finance tools is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service provider reserve the right to change, suspend or discontinue any or all of LendingClub personal banking finance tools at any time without prior notice.

**Cancellation of Services by Member:** Through your Online or Mobile Banking service, you have the option of removing some or all of your external accounts from sharing data through LendingClub's MX Digital Money Management Services.

**Individual External Account Cancellation of Service:** If you wish to remove individual account(s) from sharing data through LendingClub's MX Digital Money Management Services, you can do so by going into your LendingClub Online Banking profile, choosing "Settings", hovering over the down arrow symbol ( ) beside the account that you wish to remove, choose "Unlink" and then "Click again to confirm unlink". Once completed, the account will be removed from LendingClub's MX Digital Money Management Service and future data will no longer be shared with LendingClub.

**External Financial Institution Cancellation of Service :** If you wish to fully remove data sharing of all of your external account through LendingClub's MX Digital Money Management Services, you can do so by going into your Online Banking profile, choosing "Insights", choosing the bank that you wish to remove from the service, go to the "Accounts" tab, then choose "Disconnect this institution", click on the reason why you want to disconnect, then click "Disconnect". Once completed, all of the accounts linked under this financial institution will be removed from LendingClub's MX Digital Money Management Service and future data will no longer be shared with LendingClub.

## PART VI: Definitions

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:

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

# **LendingClub** | **Personal Online and Mobile Agreement**

"Account Agreement(s)" means the terms and conditions of any Credit Account Agreements, Deposit Account Agreements, Fee Schedule, 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.

"Agreement" means all terms and conditions defined in this LendingClub Bank Online Banking Services 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 Funds" means the balance in a Deposit Account, which includes collected funds on deposit.

"Bill Payment Service" means the online bill payment service offered by LendingClub Bank and any associated Service Provider as described in Part I of this Agreement.

"Business Day" means every Monday through Friday, excluding Bank holidays. Saturday and Sunday are not Business Days for purposes of this Agreement, even if LendingClub Bank 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, for purposes of the Bill Payment Service, the time of day that Payments to be processed that day shall be processed, after which time the earliest possible Payment Date or Withdraw On Date and Due Date or Deliver By Date shall be calculated from the next Business Day.

"Deposit Account(s)" means any checking account, money market deposit account, savings 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 its Business Deposit Account Agreement and associated Fee Schedule and agreements governing certificates of deposit, each as amended from time to time. Information regarding the balance requirements and interest that may be earned on interest-bearing deposit account(s) may be found in your Deposit Account Agreements and related disclosures.

"Due Date" or "Deliver By Date" or "Delivery Date" means, for purposes of the Bill Payment Service, 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 the Scheduled 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.

"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.

"Enrollment Form" means your electronic "Auto Enroll" acceptance or paper enrollment form accepted by us that designates those of your Accounts that you wish to access using Online Banking and such additional services, including the Bill Payment Service or e-Statements Service, that you request to use and we may approve from time to time.

"eStatements" means the online service offered by LendingClub Bank permitting you to view your current Account statements for your LendingClub Bank Accounts on a secure website as described in Part I of this Agreement.

"Fee Account" means, for purposes of the Bill Payment Service, the checking or similar Account designated by you and from which we may automatically debit or otherwise collect all Bill Payment Service fees.

"Fee Schedule" means, at any given time, our then current Service & Account Schedule of Fees 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, for purposes of the Bill Payment Service, 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 Bank. "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, for purposes of the Bill Payment Service, 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, for purposes of the Bill Payment Service, a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

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"Online Banking" or the "Service" means the online banking service available from LendingClub Bank as described in Part I of this Agreement.

"Payee" means, for purposes of the Bill Payment

Service, 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, for purposes of the Bill Payment Service, 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, for purposes of the Bill Payment Service, 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, for purposes of the Bill Payment Service, 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 Date" or "Withdraw On Date" or "Withdrawal 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 Funds 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.

"Process Date" means, for the purposes of external transfers, the date that we originate transfer payments on your account. This is typically 1-2 business days prior to you receiving a credit or debit on your account at another financial institution.

"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, for purposes of the Bill Payment Service, 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.

"Service Provider" means, for purposes of the Bill Payment Service, 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. In addition, if you elect to receive Bill Payment Services or e-Statements, "you" and "your" refer to each person who accepts the Enrollment Form for those services or is otherwise authorized to use those services.

## **ACCEPTANCE OF AGREEMENT**

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.**