#### DOORDASH CRIMSON DEPOSIT ACCOUNT AGREEMENT

# NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS YOU OPT-OUT AS DETAILED IN THE ARBITRATION SECTION BELOW.

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**Documents Enclosed or Attached Hereto** 

Fee Schedule

Your Ability to Withdraw Funds

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**Online Banking Information** 

**Privacy Policy** 

This DoorDash Crimson Deposit Account Agreement, together with the terms and conditions set forth in any other document we give you pertaining to your Account, including the Fee Schedule, Your Ability to Withdraw Funds, Electronic Funds Transfer Your Rights and Responsibilities, Online Banking Information, and Privacy Policy, (collectively, this Agreement), set forth the terms and conditions under which Starion Bank (Starion) has provided the Account (as defined below) to you.

Please read this Agreement carefully and keep it for future reference. By tapping "I agree" on the Mobile App or by using or authorizing the use of the Account or the Card or by activating the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or have attained the age of majority if you reside in a state where the age of majority is over 18); (ii) you are a U.S. citizen or legal alien residing in one of the 50 states, the District of Columbia, or Puerto Rico with a valid Social Security number or Individual Tax Identification number; (iii) the personal information that you provide to us in connection with the Account is true, correct, and complete; and (iv) you agree to receive all communications electronically and you received a copy of this Agreement and agree to be bound by and to comply with its terms.

#### 1. Definitions.

Account means the Starion Bank demand deposit account, called the DoorDash Crimson Demand Deposit Account by Starion Bank.

Account Number means the unique number used to identify your Account.

**ACH** means the Automated Clearing House network, a funds transfer system governed by Nacha (FKA National Automated Clearing House Association) rules that provide funds transfer services to participating financial institutions.

**ATM** means Automated Teller Machine.

**Available Balance** means your Balance less the amount of pending transactions and preauthorizations (described in "Understanding Your Available Balance" section)

Balance means the total amount of funds on deposit with us in your Account.

**Business Day** means Monday through Friday, excluding federal holidays honored by the Federal Reserve Bank of Kansas City, even if we are open for business. Any references to "days" found in this Agreement are calendar days unless otherwise indicated.

Card means the DoorDash Crimson Visa® Debit Card issued to you by Starion Bank, pursuant to this Agreement, which accesses the Account.

Card Network means Visa, the card network for your Card.

Card Number is the 16-digit number embossed or printed on your Card. NOTE: The Card Number is different from your Account Number.

Fee Schedule means the accompanying list of all program fees found in the DoorDash Crimson Deposit Account Fee Schedule.

**Mobile App** means the DoorDash Dasher mobile application in the App Store, Google Play™ and Galaxy Store where certain information regarding your Account is available. Standard data from your wireless service provide apply for use of the Mobile App.

**Personalized Card** means, if applicable, the Card embossed with your name that you will receive automatically within seven to ten (7-10) Business Days of obtaining your Account.

PIN means Personal Identification Number.

**We**, **us**, and **our** mean Starion Bank, our successors, affiliates or assignees. Starion Bank is a bank chartered under the laws of the State of North Dakota and a member of the Federal Deposit Insurance Corporation (FDIC).

**Website** means the internet page listed in the section entitled "How to Contact Us" where certain information regarding the DoorDash Crimson Deposit Account may be found.

You, Your, and Accountholder mean the person who has been provided the Account and is authorized by us to use the Account as provided in this Agreement.

Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural, and the plural includes the singular.

- 2. Important Information about Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who obtains an Account. What this means for you: when you apply for an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. If we are not able to verify your identity to our satisfaction, we will not open your Account. We reserve the right to not open an Account for anyone in our sole discretion. We may also limit the number of Accounts that you have in our sole discretion. Your Account is subject to fraud prevention restrictions at any time, with or without notice.
- 3. Fees. The fees that apply to your Account are listed on the accompanying Fee Schedule and are also available on the Website and Mobile App. You agree to pay the charges as shown on the Fee Schedule. All fee amounts will be withdrawn from your Account, except where prohibited by law. NOTE: Fees assessed to your Balance may bring your Balance negative. Any time your Balance is less than the fee amount being assessed on your Account, or your Balance is already negative, the assessment of the fee will result in a negative Balance on your Account or increase the negative Balance on your Account, as applicable. If that occurs, any subsequent deposits into your Account will first be applied to the negative Balance.

#### 4. About the Account, in General.

- a. Your Account is a demand deposit account. Your Account is not a prepaid account, credit card or gift card. Your Account is to be used only for personal, family, or household use. Your Account is for personal, family or household purposes only and not designated for business use. We may close your Account if we determine that it is being used for business purposes. You will not receive any interest on your funds in your Account. The funds on deposit in your Account are held with us on your behalf and are insured to the maximum coverage limit provided by the FDIC, through us once we have been able to verify your identity and receive the funds. For further information about insurance of Account funds, call the FDIC's Contact Center at 1-877-ASK-FDIC (1-877-275-3342) or visit the FDIC Information and Support Center at ask.fdic.gov.
- b. Your Account does not offer a check-writing feature. You may not use Starion's routing number or your Account Number or Card Number in connection with the creation and/or negotiation of any financial instruments, such as checks which we have not authorized. You may not order checks for your Account from us or through check printing vendors. If you attempt to write a check, it will be rejected.
- c. Transfers from your Account may only be made electronically. Deposits to your Account may only be made electronically and, in some cases, you may deposit cash at deposit-enabled MoneyPass ATMs and transfer funds to your Account at Visa ReadyLink network locations. These features are described in more detail below (see section entitled "Depositing Funds to Your Account"). Therefore, Account services are not available at branch locations of Starion Bank.
- d. The Account is nontransferable, may not be resold, and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You agree to only use the Account for personal, family or household purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law. All dollar amounts stated herein are in U.S. Dollars unless expressly stated otherwise.
- e. You may not use your Account for any online gambling, escort services, or any illegal transaction.
- f. You are responsible for all authorized transactions initiated and fees incurred by use of your Account. If you permit another person to have access to and use your Account, Account Number, Card, Card Number, or PIN, we will treat such permission as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons to the fullest extent permitted by law. You are responsible for the authorized use and security of your Account information according to the terms and conditions of this Agreement.
- g. Your Account must be held in the name of one (1) individual only. Joint ownership of the Account is not permitted. Your Account cannot be owned as "Payable on Death" (POD), "Transfer on Death" (TOD), "In Trust For" (ITF) or under similar designation.
- h. You agree that your appointed person will notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from your Account until we are: (i) notified of your death or adjudication of incompetency, and (ii) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death, we may pay or process transactions on your Account on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in the Account. We may require additional documentation to confirm any such claims made on the Account.
- i. You may give another person authority to make transactions on your Account by giving power of attorney to another individual. If you execute a power of attorney in favor of another person regarding the Account, you are referred to in this paragraph as the "Principal". The person granted the power of attorney for the Principal is known as the "Agent." We may refuse to accept a power of attorney for reasonable cause, and we may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible to provide us with any information if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until (i) we receive written revocation from the Principal; (ii) we receive written notification of the Principal's death, or (iii) we receive written notification of the Agent.

- 5. Depositing Funds to Your Account. You may deposit funds to your Account any time after your identity has been verified, subject to the limitations in this Agreement and the accompanying Fee Schedule. We may assess a fee for one or more of the deposit options described below. See the accompanying Fee Schedule for more details. There may also be a fee from the originating bank or a third party involved in the deposit process. We may, at our sole discretion, refuse to accept any deposit. Cash transfers will not be FDIC insured until we receive the funds even if we make the funds available to you prior to receipt thereof. We will give only provisional credit until collection is final for any items we accept for deposit. Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. If any item is returned unpaid, we will debit your Account and assess any other fee we pay or loss we incur, and you are liable to us for all costs and expenses related to the collection of any amount from you. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. See the disclosure document entitled Your Ability to Withdraw Funds provided to you for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. Funds may be deposited to your Account through the following means:
  - a. **Direct Deposit.** Funds may be deposited to your Account (including all or part of your paycheck or any federal or state government benefit or payment (e.g., federal tax refunds or social security payment) by use of the Automated Clearing House (ACH), commonly referred to as "direct deposit". To arrange for direct deposit, you will need to provide your employer or relevant government payer our banking routing number (075972202) and your Account Number. You may obtain your Account Number by contacting us by phone or logging into the Mobile App once your Account has been opened (see the section entitled "How to Contact Us"). The 16-digit Card Number embossed or printed on your Card should not be used for initiating direct deposits or your deposits will be rejected. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, the person or company making the deposit may tell you every time they send us the money. You may also call us to find out whether or not your direct deposit has been received (see the section entitled "How to Contact Us"). You agree that only direct deposits in your name or the name of someone for whom you have the legal authority to accept funds will be deposited to the Account. All other direct deposits in the name of anyone else may be declined and returned. If we discover that a direct deposit in the name of someone else was successfully deposited to your Account, we may deduct the amount of the deposit and return it. You should check with the payer to determine the effective date for any direct deposit they send to your Account.
  - b. **Cash Deposits.** You may add funds to your Account with cash at MoneyPass® deposit-enabled ATMs (see <a href="moneypass.com/atm-locator.html">moneypass.com/atm-locator.html</a> and use the Deposit-Taking ATMs search filter). Even though we may allow use of MoneyPass ATMs to add cash to your Account, we do not provide these services and are not responsible for any service issues that arise with them, except as otherwise stated in this Agreement.
    - You may also add funds to your Account by presenting cash and the Card at participating Visa ReadyLink locations (see <a href="visa.com/locator/readylink">visa.com/locator/readylink</a> for participating locations). Visa ReadyLink will transfer the funds to us for deposit. Cash transfers will not be FDIC insured until we receive the funds even if we make the funds available to you prior to receipt thereof. Cash transfer services are provided by third parties. Even though we may allow these services to deposit money to your Account, we do not provide these services and are not responsible for any service issues that arise with them, except as otherwise stated in this Agreement or required by applicable law. Use of a cash transfer service is subject to the terms and conditions established by the provider of such service. The third parties providing such service may charge a fee.
  - c. Transfers From Another Bank Account. Funds may be deposited to your Account from an eligible checking or savings account held at a U.S. financial institution by means of an Automated Clearing House (ACH) transaction initiated by you with the originating bank. You agree that only deposits in your name or the name of someone for whom you have the legal authority to accept funds will be deposited to the Account. All other deposits in the name of anyone else may be declined and returned. The originating bank may charge you a fee. Transfers may take up to three (3) business days before the funds are credited to your Account.
  - d. **Transfers Through Other Third Parties.** At our sole discretion, we may enable your Account or Card to accept funds from sources other than you for certain payments, stipends, or compensation. You must be the designated beneficiary of the payment and cannot accept payments on behalf of another person.

For additional information about how to deposit funds to your Account, log into the Mobile App. All funds are subject to anti-fraud verification procedures that may delay access to the funds. You agree to present the Account Number and meet identification requirements to complete deposit transactions as may be required from time to time. We also reserve the right to reject any requests to deposit funds to your Account. All deposits must be made in U.S. dollars. We will not accept any checks of any kind or cash mailed to us or otherwise provided to us. Presenting money orders to us are not acceptable forms of deposits to the Account. All money orders sent to us for deposit to the Account will be returned unless the full amount may be applied towards a negative Balance, in which case the money order may or may not be deposited to the Account at our discretion. You cannot deposit funds to your Account or transfer funds out of your Account by wire transfer.

# 6. Withdrawing Funds from your Account.

- a. **One-Time or Recurring ACH Transfers.** You may provide another party the ability to initiate transfers from your Account (on a one-time or recurring basis) through an ACH transaction. If you authorize the party initiating the withdrawal with advance authorization to make recurring ACH transfers to or from your Account, the transfers are referred to as "preauthorized transfers".
- b. Visa Direct Original Credit Transaction (OCT). You may initiate an OCT request from your Account (on a one-time or recurring basis) from your online account or the Mobile App to be sent externally to an eligible debit or reloadable prepaid card. The maximum amount of funds you may use for OCT on a daily basis is described in the section entitled "Limitations on Frequency and Dollar Amounts of Transactions".

c. **Using Your Card to Withdraw Cash.** With your PIN, you may use your Card to: (i) withdraw cash from your Account or check your Available Balance at any ATM that bears the Visa®, Plus®, or MoneyPass® logo, or (ii) withdraw cash from your Account at merchants that have agreed to provide cash back at point-of-sale (POS) terminals bearing the brand mark of your Card Network. The maximum amount of cash you may withdraw at an ATM on a daily basis is described in the "Limitations on Frequency and Dollar Amounts of Transactions" section of this Agreement. We may limit the amount of any individual ATM withdrawal, and merchants, banks and ATM operators may impose additional withdrawal limits. See attached Fee Schedule for information on the fees we assess for cash withdrawal transactions. You may also be charged a fee by the ATM operator or any network used and you may be charged a fee for a Balance inquiry even if you do not conduct a withdrawal. Such third-party ATM fees will be deducted from your Account in addition to any fees stated in the accompanying Fee Schedule.

# 7. Card Purchases; About Your Card.

- a. **Account Purchases.** You may use your Card to access funds in your Account to purchase goods and services from merchants that accept Cards bearing the brand mark of your Card Network. You may use your Card Number without presenting your Card (such as for a mail order, telephone, or Internet purchases). If you use your Card Number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself.
- b. **Personalized Card.** You will automatically receive a Personalized Card in the mail typically within seven to ten (7-10) Business Days after opening your Account. You may activate your Personalized Card by logging into your Account in the Mobile App (see section entitled "How to Contact Us").
- c. **Crimson Rewards Program.** You may earn Crimson Rewards (Rewards) when you make eligible purchases with your Card. Rewards may be redeemed by transferring the Rewards funds to your Account. Any Rewards credited to your Account are subject to the terms of this Agreement. Log in to the Mobile App and go to the Crimson Hub to view the Crimson Reward Program Terms and Conditions. Starion Bank is not affiliated with and does not endorse or sponsor the Crimson Rewards Program.
- d. **PIN.** You will be required to set a PIN when you activate your Card. Only one (1) PIN will be issued for the Account. Your PIN can be used to obtain cash (see section entitled "Using Your Card to Get Cash") or to make purchases everywhere your Card is accepted. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately by following the procedures described in the "Unauthorized Transfers" section of the disclosure document entitled Electronic Funds Transfers Your Rights and Responsibilities.
- e. **Miscellaneous.** You may not request an additional Card for another person. The Card is and will at all times remain our property and must be surrendered upon demand. The Card is nontransferable, may not be resold, and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You agree to sign the back of the Card immediately upon receipt.
- f. Limitations on Frequency and Dollar Amounts of Transactions. We impose certain limitations on the number and/or dollar amount of transactions you can make with your Account. For security reasons, we may further limit the number and/or dollar amount of transactions you can make with your Account. We may also limit transactions made with certain types of merchants, including but not limited to merchants engaged in illegal activities, online or offshore gaming, or dating/escort services. We may increase or decrease these limits from time to time in our sole discretion and without prior notice to you, to the extent permitted by applicable law. Refer to the "Transfer Types and Limitations" within the Electronic Funds Transfer Your Rights and Responsibilities section below for additional limitations.

Account Activity	Maximum Limits	
Cash Deposits	\$1,500 – Daily \$3,000 – Per Calendar Month	
Account Limits†		
Maximum Balance of Account at any time (Maximum Balance)	\$25,000	
†We may increase or decrease these limits or add additional limits from time to time in our sole		

TWe may increase or decrease these limits or add additional limits from time to time in our sole discretion. We reserve the right to accept or reject any request to deposit funds to the Account if we reasonably suspect the Account is being used for prohibited purposes. Funds may only be deposited to the Account where the deposited funds are in the Accountholder's name. We will provide advance notice of such changes when required by law.

8. Set Aside Balance Terms. The Set Aside Balance is not an interest-bearing savings account, it is a sub-account of your Account. Your Set Aside Balance allows you to set-aside or stash funds from your Account for specific goals, emergencies or other purposes. The funds you set aside cannot be used to make purchases or ATM withdraws unless the Set Aside Balance funds are transferred to your DoorDash Crimson Deposit Account. You may move funds between your DoorDash Crimson Deposit Account and the Set Aside Balance by logging in to the Mobile App and transferring funds. Transfers to and from your Set Aside Balance and DoorDash Crimson Deposit Account are immediate. If you check your Balance in the Mobile App or at an ATM, your Set Aside Balance will not be included in the Available Balance disclosed to you. Funds in your Set Aside Balance are included in the Maximum Balance allowed for the DoorDash Crimson Deposit Account. Your Set Aside Balance may be viewed in the Mobile App. We reserve the right to offset any negative Balance in your DoorDash Crimson Deposit Account by any current or future funds you may direct to your Set Aside Balance. There are no costs or fees associated with establishing a Set Aside Balance. You will not receive any

interest or other earnings on funds in your Set Aside Balance. We reserve the right to terminate the Set Aside Balance feature at any time without cause and without notice. Your Set Aside Balance is FDIC-insured through Starion Bank.

9. Your Obligation for Negative Balances. You acknowledge and agree that the Available Balance of your Account for use or withdrawal is limited to the funds deposited to your Account less the amount of pending transactions and authorizations, minus funds spent or withdrawn from the Account, and minus any and all applicable fees. Each time you use your Card or another permitted method to access funds on deposit in your Account, you authorize us to reduce your Available Balance by the amount of the transaction and any applicable fees. You cannot use the Card or such other permitted method to complete a transaction if the amount of the transaction exceeds your Available Balance. It is important to keep track of your Available Balance because it will be your responsibility to determine if you have incurred a negative Balance. If any transactions cause the Balance to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative Balance and any corresponding transaction fees. We reserve the right offset any negative Balance with any current or future Set Aside Balance Account funds without providing notice to you. If a transaction occurs that creates a negative Balance in your Account, you agree that within thirty-five (35) days of its creation you will deposit sufficient funds to your Account to cover the negative Balance so that your Account has a zero (\$0.00) or positive Balance, or that you will otherwise immediately pay such an amount to us in full upon demand. If after thirty-five (35) days you have not deposited sufficient funds to cover your negative Balance or otherwise paid us, your Account will remain open to receive credits and deposits, which will be automatically applied to your negative Balance before they are available to you; however, you will not be able to make any transactions on your Account until your Account has a positive Balance, i.e., sufficient funds to cover the negative Balance. If you have not deposited sufficient funds to your Account or otherwise paid us to cover the negative Balance within sixty (60) days of the creation of the negative Balance, we may close your Account. If your Account is closed or if you voluntarily discontinue the use of your Account, you shall remain responsible for the negative Balance and agree that any credits or deposits made to your Account will be used to offset the value of the negative Balance, if any. You hereby grant us a security interest in your Account to secure any negative Balance. We reserve the right to offset any negative Balance by any current or future funds you may deposit or maintain in your Account or funds in any other account you maintain with us now or in the future.

#### 10. Understanding Your Available Balance.

- a. If a merchant preauthorizes a Card transaction on your Account and then you do not make the purchase or payment of the item as planned, the preauthorization may result in a hold on your available funds in the Account for the preauthorized amount for up to thirty (30) days or more. This timeline is determined by the card network and/or the merchant. When you use your Card to pay for goods or services, such as at a restaurant, a hotel or rental car purchases, certain merchants may preauthorize the transaction for the purchase amount plus an additional amount to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorized amount will place a hold on your Account's funds for the amount indicated by the merchant until the merchant sends us the final amount of your purchase. You will not be able to use the money in your Account that is pending until the transaction settles. Once the final payment amount is received, the preauthorization amount on hold will be removed. We will only charge your Account for the amount of the final transaction and will release any remaining amount when the transaction finally settles. If there are any funds on hold for any transaction, we cannot reverse the hold and give you back your money until the transaction settles. If you use your Card at an automated fuel dispenser (pay at the pump), the merchant may preauthorize the transaction amount (place a hold) on your Account of up to \$75.00 or more. This may cause your Account to be declined, even though you have sufficient funds available on your Account to pay for the transaction. We recommend you pay for your purchase inside with the cashier.
- b. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a declined transaction if we do not pay it.
- c. Generally, your deposits and withdrawals are processed as follows:
  - 1. Unless manual review is needed, Direct Deposits and any other ACH credits (including cash deposits) are added to your Available Balance at the time we receive and process the applicable ACH file or at the time we receive pending deposits that are immediately available for your use. ACH debits are deducted from your Available Balance in the order of lowest to highest dollar amount if multiple ACH debits are present in a single ACH file that we process.
  - 2. Transactions received real-time during the day are processed as they occur. Debit transactions received during the day are debited from your Account as they occur if there is a sufficient Available Balance in the Account to pay them (for example, ATM and other Card transactions). Please note: Your Available Balance may not reflect every transaction you have initiated or previously authorized (e.g., preauthorized debit transaction holds that are later released).
  - Fees for services we provide that have not already been debited from your Account are deducted from your Available Balance after other transactions have been processed.
- 11. Obtaining Account Balance; Periodic Statements. You are responsible for keeping track of and reconciling your Available Balance. Merchants generally will not be able to tell you your Available Balance. It is important you know your Available Balance before initiating any transaction, as transactions may be declined for insufficient funds or exceeding your Account's limits. You may access your Available Balance at no cost in the Mobile App, or by contacting us by phone (see the section entitled "How to Contact Us"). In order to obtain the DoorDash Crimson Deposit Account, you must agree to receive electronic communications. The Account statement shall be deemed received on the date that it is posted to the Mobile App. Periodic electronic statements will be provided for each monthly cycle. If your Account is inactive or dormant, we may stop sending you Account statement emails, posting statements in the Mobile App. Your Account is dormant if your Account has not had any customer-initiated activity, that is, no purchases; no cash withdrawals; no deposits; or no Balance inquiries for twelve (12) months. For security reasons, we may refuse a withdrawal or transfer from a dormant Account if we cannot reach you in a timely fashion to confirm the transaction's authorization.

- a. **PIN and Non-PIN Transactions.** Merchants may limit the available options for the type of Card transactions you wish to conduct or may let you choose between a PIN (Debit) transaction or a signature (Credit) transaction at the point-of-sale. To initiate a signature transaction at the point-of-sale, select "Credit" and sign the receipt (if required by the merchant). To initiate a PIN transaction at the point-of-sale, select "Debit" and enter your PIN at the point-of-sale terminal. For mail order, telephone, Internet or other card-not-present purchases, merchants may choose to route a transaction as a PIN transaction without asking you to enter your PIN, which may subject you to PIN purchase fees. A merchant may also be permitted to route a transaction through as a PIN Debit without requiring you to enter your PIN even when your card is present. In each of these circumstances, we recommend that you ask the merchant whether your transaction will be routed as a PIN or signature transaction, to the extent we assess different fees under the accompanying Fee Schedule for PIN and signature transactions, as we are not able to control how the merchant routes your transaction.
- b. Use of Bank Routing Number and Account Number. Our bank routing number and your assigned Account Number are to be used only for the purpose of initiating ACH payments to and from your Account and all such transactions must be performed within the U.S. The 16-digit Card Number embossed or printed on your Card cannot be used for initiating deposits and such deposits will be rejected. You are not authorized to use our bank routing number and Account Number to make a debit transaction if you do not have sufficient funds in your Account. These debits will be declined, and your payment will not be processed.
- c. Fraudulent Account Activity. We may block or close your Account if, as a result of our policies and procedures, we reasonably believe your Account is being used for fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. We will incur no liability because of the unavailability of the funds that may be associated with your Account. NOTE: If we contact you because we suspect your Account may have been compromised, your Account and Card will likely be unable to be used to complete a purchase or ATM withdrawal. We will attempt to contact you. If for whatever reason, we are unable to reach you, we will try to leave you a message. If we do so or if you are unable to use the Account or Card, please make every effort to return our call as soon as possible in order to reinstate transaction capabilities or to order you a new Card. These actions are taken to preserve your rights under the Electronic Funds Transfers Your Rights and Responsibilities disclosure document provided to you and serve to potentially help to protect you from fraud. Please note that fees will continue to be assessed in accordance with the accompanying Fee Schedule while your Account is suspended.
- d. Transactions Made Outside of the United States or U.S. Territories. If you obtain funds or make a purchase in a currency other than the currency in which your Account was issued, the amount deducted from your funds will be converted by the Card Network into an amount in the currency of your Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by the Card Network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the Card Network itself receives or the government-mandated rate in effect for the applicable central processing date. The Card Network (independently of us) may assess a fee for currency conversion based upon the amount of the transaction in the currency of your Account and will retain this amount as compensation for its services. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Account. If you obtain your funds or make a purchase in a currency other than the currency in which your Account was issued, you will be assessed a Foreign Transaction Fee equal to a percentage of the transaction amount, but no less than one cent (\$0.01), by us. For specific fee information including the percentage assessed, see the Fee Schedule attached to this Agreement. Transactions made outside of the 50 United States and the U.S. Territories are also subject to the currency conversion fee even if they are completed in U.S. currency. For security reasons, we may limit or deny use of your Account or Card in certain foreign countries. Some foreign merchants may allow you to complete your transaction in U.S. Dollars rather than the applicable foreign currency. Oftentimes, the merchant will assess a fee for such a service. You should inquire with the merchant before conducting the transaction, as we do not control the amount of such fee.
- e. **Security.** It is your responsibility to protect your Account Number, Card, Card Number, and PIN. Do not discuss, compare, or share information regarding your Account Number, Card, Card Number, or PIN with anyone unless you are willing to give them full use of your money. These can be used by thieves to issue an electronic debit or to otherwise use or withdraw or use funds in your Account. If you furnish your Account Number, Card Number or Card to anyone else, you are liable for the transfers to the fullest extent permitted by law unless we have been notified that transfers by that person are no longer authorized. Your Account Number and your Card can also be used to electronically remove money from your Account, and payment can be made from your Account even though you did not contact us directly and order the payment.
- f. Non-Visa Debit Transactions. Certain procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as an alternate network transaction. Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use an alternate network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on an alternate network. Please refer to the "Visa Zero Liability Policy Guidelines and Limitations" section of the disclosure document entitled Electronic Funds Transfers Your Rights and Responsibilities for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the point-of-sale, swipe the Card through a point-of-sale terminal, enter your PIN or sign the receipt, or provide the 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the point-of-sale, enter your PIN at the point-of-sale terminal or provide the 16-digit Card number after clearly indicating a preference to route the transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

#### 13. Miscellaneous.

a. No Warranty. We are not responsible for the delivery, quality, safety, legality, or any other aspect of the goods and services purchased from merchants with the Account. All disputes concerning those matters should be addressed to the merchants from whom the goods and services were purchased. Merchants have no authority to make representations or warranties on our behalf, to bind us or to enter into any agreement

on our behalf. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- b. **Receipts.** You should get a receipt at the time you make a transaction using your Account, including using your Card to access the Account. You agree to retain, verify, and reconcile your transactions and receipts.
- c. **Returns and Refunds on Transactions.** If you are entitled to a refund for any reason for goods or services obtained with your Account, you agree to accept credits to your Account for such refunds and agree to the refund policy of that merchant. There may be a delay of up to five (5) Business Days or more from the date the refund transaction occurs until the date the refund amount is credited to your Account.
- d. **Card Replacement.** If you need to replace your Card for any reason, please contact us by telephone (see section entitled "How to Contact Us"). We may assess a fee for the replacement Card. See the accompanying Fee Schedule for information about the fees.
- e. **Digital Wallet.** You may add your debit card to (i) a tokenized digital wallet or payment service owned or operated by a third party such as Apple Wallet®, Google Wallet™, or Samsung Wallet®; (ii) a tokenized digital wallet, payment platform, or payment service owned or operated by a payment Card Network such as Mastercard, Visa, or Discover; or (iii) a merchant-branded website or digital wallet where your tokenized Card information is stored and saved for future use (each a "Digital Wallet"). You must separately agree to the Digital Wallet Terms and Conditions provided when adding your Card to the Digital Wallet. You agree that when you use the Digital Wallet, you remain subject to the terms of the Deposit Account Agreement and that the terms of the Digital Wallet do not amend or supersede this Agreement.
- f. **Account Balance Refund.** In the event that your Account is cancelled, closed, or terminated for any reason, you may request the unused Balance to be returned to you via a check to the mailing address we have in our records. To ensure timely receipt of funds, you should review the address listed on your Account and contact Customer Service to correct your mailing address, if needed. (See section entitled "How to Contact Us"). A fee may apply for check refunds. For more information about the fee, see the accompanying Fee Schedule. Starion Bank reserves the right to refuse to return any unused Balance amount of \$1.00 or less.
- g. Card Expiration. Subject to applicable law, you may use your Card only through the Card expiration date. The expiration date is identified on your Card. The funds in your Account will not expire, regardless of the expiration date on your Card, but may be subject to fees. If there is a Balance remaining on the Account upon Card expiration and your Card is in good standing, you may be eligible for a reissued Card. If you are eligible for a reissued Card, you will not be charged a fee for your reissued Card.
- h. **Recording and Monitoring.** From time to time, in accordance with applicable law, we may monitor and/or record telephone calls between you and us or our vendors and third-party service providers to assure the quality of our customer service. If you do not consent or withdraw your consent to electronic communications, we may terminate your Account or any services that rely on electronic communications.
- i. Address or Name Changes. You are responsible for notifying us of any change in your physical address, mailing address, email address, telephone number, or your name no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us by calling our Customer Service number or by writing to our Customer Service address (see the section entitled "How to Contact Us"). We may require verification from you of any address change. Typically, this will be in the form of independent documents confirming your name and new address. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree and understand that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.
- j. Short Message Service Text Message (SMS), Mobile Push Alerts, In-App Notifications, Email, Mail, Telephone Calls, and Prerecorded Telephone Calls (each individually, a Notification and collectively, Notifications). We would like to send you Notifications about your Account. These Notifications can be for business purposes to provide you important information related to your Account and/or for commercial purposes to let you know about services or features that may be of interest to you. You must opt-in for such Notifications at the time you apply for your Account or subsequently by contacting us. In order to receive SMS text messages or mobile alerts, you must opt-in to this service, have text messaging enabled on your cellular telephone and subscribe to a participating cellular telephone carrier. There will not be a fee for this service. Standard message and data rates from your wireless service provider may apply. Check with your wireless service provider for more details.

At any time, if you wish to stop receiving (opt-out) SMS Notifications you can do so by logging into your online account or Mobile App and updating your settings. If you choose to later opt-out of receiving Notifications by SMS texts or commercial emails from us, you may receive a confirmation notice confirming your decision to opt-out. You agree that we may send you such confirmations. You also acknowledge that for account security purposes we may send you emails or call you regarding your Account, even if you have put your number on a Do Not Call list or have opted out of receiving general commercial email from us. You may opt-out of all Notifications at any time by calling our Customer Service number (see the section entitled "How to Contact Us"); however, we reserve the right to restrict or terminate your access to any and all related products if you withdraw your consent to receive electronic communications. Any withdrawal of your consent to receive Notifications will be effective only after we have a reasonable period of time to process your withdrawal. If you withdraw your consent, the legal validity and enforceability of prior business Notifications delivered in electronic form will not be affected. If you wish to stop receiving marketing emails, you may click the Opt-Out or Unsubscribe link at the bottom of any email that you receive. You agree that we shall not be liable for incomplete, lost, late, damaged, illegible, or misdirected Notifications or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections, failed, incomplete, garbled, or delayed transmissions, or damage to any phone or computer system resulting from your participation in or accessing or downloading information in connection with such Notifications.

- k. **Authorized Users.** You may not request an additional Card for another person. You are responsible for all authorized transactions initiated and fees incurred by use of your Card. You should not allow others to have access to and use your Card. If you do permit another person to have access to and use your Card, Card Number, PIN, Account, or Account Number we will treat such permission as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are responsible for the authorized use of your Account and Card and the security of your PIN according to the terms and conditions of this Agreement.
- I. Legal Actions; Administrative Holds. If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account (termed legal action in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the Account and not allow any payments out of the Account until a final court determination regarding the legal action. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account. We may place an administrative hold on the funds in your Account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (i) your own interest; (ii) others claiming an interest as survivors or beneficiaries of your Account; or (iii) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your Account for these reasons.
- m. **Assignment.** Your Account and your obligations under this Agreement may not be assigned by you. We may transfer our rights under this Agreement. Use of your Account is subject to all applicable rules and customs of any clearinghouse or other network or association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of North Dakota except to the extent governed by federal law.
- n. Amendment, Cancellation and Expiration. We may (i) amend or change the terms and conditions of this Agreement, or (ii) cancel or suspend your Account or this Agreement, at any time without prior notice to you except as required by applicable law. You may close your Account and terminate this Agreement at any time by contacting us by mail or telephone (see the section entitled "How to Contact Us"). Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Your Account is dormant if your Account has not had any customer-initiated activity, that is, no purchases; no cash withdrawals; no deposits; or no Balance inquiries for twelve (12) months. For security or other reasons, we may close or cancel the Account at our discretion if it is dormant or if you have maintained a zero (\$0.00) or negative Balance on your Account for 12 months. The Account and the funds in your Account may also be deemed abandoned if you do not use your Account for a period of time specified by applicable law. If this occurs, we may try to locate you at the address last shown in our records. If we are unable to locate you, we may be required to escheat any money in your Account to the applicable state as unclaimed property. In the event that your Account is cancelled, closed, or terminated for any reason, you may request the unused Balance to be returned to you via a check to the mailing address we have in our records. There may be a fee for this service. See attached Fee Schedule for more information regarding fees. If we identified any fraudulent, illegal or any other use of your Account that is not permitted by this Agreement, to the extent permitted by law, we may, at our option and without waiving any of our rights, offset any direct loss up to the amount suffered by us as a result of such use from any Balance on your Account or any other Account that you may have, or may open in the future.
- o. **Waiver of Notices.** To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your Account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.
- p. **ACH Transfers.** If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit your Account by ACH, we are not required to give you any notice of the payment order or credit.
- q. **English Language Controls.** Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

**14. How to Contact Us.** For Customer Service or additional information regarding your Account, including the terms, conditions and fees that apply to the Account, as well as your transaction and Balance history, please contact us:

By phone at: 1-855-973-1040 (Toll-free within the U.S.) Hours: 24/7/365

By mailing us at: DoorDash Crimson Deposit Account, PO Box 1124, Sioux Falls, SD 57101

By visiting the Website: DoorDashCrimson.com

By logging into the Mobile App: DoorDash Dasher app and going to the Crimson Hub

There is no cost for contacting Customer Service. When you call Customer Service, you may be asked to provide certain personal information so we can verify your identity. For your security, please DO NOT send the following information to us via email: (i) your full Account Number or full Card Number, (ii) your personal identifiable information, such as full Social Security number or birth date, (iii) your logon information for internet account access, or (iv) images of identification documents such as your state issued ID or Social Security card.

#### 15. Arbitration.

THIS CONTRACT CONTAINS A BINDING ARBITRATION CLAUSE WHICH MAY BE ENFORCED BY THE PARTIES. UNLESS YOU OPT-OUT, ACTIVATION OR USE OF YOUR ACCOUNT OR CARD CONSTITUTES ACCEPTANCE OF THIS ARBITRATION INCLUDING WAIVER OF YOUR RIGHTS TO CLASS ACTION.

We have put this Arbitration Clause (Clause) in question-and-answer form to make it easier to understand. However, this Clause is part of this Agreement and is legally binding. For purposes of this Clause, our Notice Address is: DoorDash Crimson, PO Box 1124, Sioux Falls, SD 57101, Attention: Arbitration Opt-Out Notice.

- a. How are disputes resolved? Any disputes between you and us will be resolved per the questions and answers in this Clause. This Clause is legally binding.
- b. What is arbitration? An alternative to a court case. In arbitration, a neutral third party (NTP) decides claims without a judge or jury.
- c. **Does it differ from court and jury trials? Yes.** The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. It involves limited pre-hearing fact finding and limited appeals. Courts rarely reverse arbitration awards.
- d. Who does this Clause cover? You and us. This Clause governs you and us. Solely as used in this Clause, "you" means all persons whom we approve to accept or use the Account, and any person who agrees to be responsible for payment of the Account, and the heirs, executors and assigns of the foregoing. Solely as used in this Clause, the words "we," "us," and "our" mean: (1) Starion Bank (Starion Bank); (2) DoorDash, Inc. (DoorDash); (3) any agent acting on behalf of Starion Bank or DoorDash; (4) the parents, subsidiaries, affiliates, assignees and successors of the companies named in (1)-(3); (5) the employees, directors, officers, shareholders, members and representatives of the companies named in (1)-(4); and (6) any person or company that is named in a Claim you pursue at the same time you pursue a related Claim against us, such as a credit reporting agency, a merchant accepting a Card, a servicing company or a debt collector.
- e. Can you opt-out of this Clause? Yes, within 60 days. If you do not want this Clause to apply, you must send us a signed notice within 60 calendar days after receipt of the Card after your Account is opened. You must send the notice in writing (and not electronically) to the Notice Address (or any address we later provide you), Attn. Arbitration Opt-Out Notice. Provide your name, address and the date. State that you "opt-out" of the Arbitration Clause.
- f. What is this Clause about? The parties' agreement to arbitrate Claims. Unless prohibited by law or you opt-out, either you or we may elect to arbitrate or require arbitration of any "Claim" (as defined below).
- g. What Claims does this Clause cover? All legal claims (except certain claims about this Clause). This Clause governs all "Claims" between you and us that a court would normally decide. The word "Claims" has the broadest reasonable meaning. It includes contract and tort claims (including fraud and intentional tort claims) and claims under constitutions, statutes, ordinances, rules and regulations. It includes all claims even indirectly related to: (1) any events leading up to the Agreement, including any disclosure, advertisement, application, solicitation, promotion or oral or written statement, warranty or representation made by us; (2) the Agreement and/or our privacy policy; (3) any Card; (4) your Account; (5) any transaction on your Account; (6) fees, charges or interest; (7) the servicing or collection of amounts due under the Agreement and the manner of collection; (8) an application for or denial of an Account; (9) credit reporting; (10) benefit programs related to your Account; (11) any product or service provided by or through us or third parties in connection with the Agreement and any associated fees; (12) our use or disclosure of, or failure to protect, your personal information; (13) enforcement of any and all of the obligations a party hereto may have to another party; (14) compliance with applicable laws and/or regulations; or (15) the relationships resulting from the Agreement or any of the foregoing. This Clause applies to actions, omissions and events prior to, on or after the date of the Agreement. It includes claims related to the validity of the Agreement as a whole. However, it does not include disputes about the validity, coverage or scope of this Clause or any part of this Clause. All such disputes are for a court and not the NTP to decide.
- h. Who manages the arbitration? What rules apply? Usually, the AAA. Usually, the American Arbitration Association (AAA) will manage the arbitration under its rules. But, if the AAA cannot do this and the parties cannot agree on another company, a court will pick the manager (if any). Also, an NTP may conduct some arbitrations (Group Arbitrations) of common issues of law or fact (Common Issues) without a manager. See section CC of this Clause. No arbitration brought on a class basis may be managed or conducted without our consent by any company or NTP that would permit class or representative arbitration under this Clause.
  - Generally, arbitrations are subject to the rules of the arbitration manager in effect at the time the arbitration begins. But, rules that conflict with this Clause do not apply.
  - The manager (if any) will select the NTP under its rules. But, the NTP must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.
- i. Can a Claimant bring Claims in court? Sometimes. The party bringing a Claim (Claimant) may bring a lawsuit if the other party (the Respondent) does not demand arbitration. Also, either party may require that a small claims court resolve any individual Claim that such court may hear. But, either party may require arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis. Finally, some Claims for a public injunction may be brought in court. See section L of this Clause.
- j. Are you giving up any rights? Yes. If we demand arbitration of a Claim you bring, you are giving up your right to: (1) have a court or jury decide the Claim; (2) bring the Claim as a private attorney general or representative of other parties (but see section L of this Clause as to public injunction Claims); (3) without our consent (and except for Group Arbitrations), join the Claim with claims of other consumers; or (4) engage in a class action or class arbitration.
- k. Can you start a class arbitration? No. The NTP may not decide any Claim on a class or representative basis.

- I. What happens if part of this Clause is invalid? It depends. You must give us written notice and at least 30 days to cure any problem that might prevent arbitration of a Claim. See section EE of this Clause. But:
  - i. If any part of this Clause is held invalid, generally the rest will continue to apply.
  - ii. But, if a court rules that the NTP can decide a Claim on a class or other representative basis and the ruling becomes final after all appeals, only this sentence will apply and the remainder of this Clause will be void.
  - iii. And, if you bring a Claim for public injunctive relief and a court rules that the restrictions in this Clause prohibiting the NTP from awarding relief on behalf of third parties are invalid with respect to such Claim (and the ruling becomes final after all appeals), the Claim for public injunctive relief will be decided in court and any individual Claims seeking monetary relief will be arbitrated. In such a case, the parties agree to request the court to stay the Claim for public injunctive relief until a court has entered the arbitration award as to individual relief.
  - iv. A Claim for class relief or public injunctive relief can never be arbitrated. This limit applies to individual arbitrations and to Group Arbitrations.
- m. In sum, what options do you have to assert Claims against us? Most Claims are subject to arbitration. All Claims subject to this Clause must be decided in: (1) an individual arbitration; (2) a Group Arbitration of Common Issues; (3) a lawsuit if (and only if) the Respondent does not demand arbitration; (4) an individual action in small-claims court; or (5) a lawsuit that solely addresses a Claim for public injunctive relief, but only as provided in section L of this Clause.
- n. What law applies? The Federal Arbitration Act (FAA). The Card and Account involve interstate commerce. Thus, the FAA governs this Clause. The NTP must apply substantive law and comply with the FAA. The NTP must honor statutes of limitation and privilege rights. As to punitive damages, the NTP must honor constitutional standards that apply in court.
- o. **Will anything you do make this Clause invalid? No.** If you do not opt-out, this Clause will stay in force even if you: (1) cancel the Agreement or Account; (2) stop using your Card; (3) default or pay the Account in full; or (4) become insolvent or bankrupt.
- p. What must a party do before starting a lawsuit or arbitration? Send a written Claim Notice and work to settle the Claim. Before starting a lawsuit or arbitration, the Claimant must give the Respondent written notice of the Claim (Claim Notice). The Claim Notice must explain in reasonable detail the nature of the Claim, any supporting facts and the requested relief. If you are the Claimant, you must send the Claim Notice in writing (and not electronically) to us at the Notice Address, Attn. Legal. You or a lawyer you have personally hired must sign the Claim Notice and must provide your full name, the last five digits of your Account number and a phone number for you or your lawyer. If we are the Claimant, we may send a Claim Notice to you at any mail or email address we have for you in our records. A collections letter from us to you will serve as a Claim Notice. The Claimant must give the Respondent a reasonable chance for at least 30 days to settle the Claim on an individual basis. If the Respondent gives notice that the Claimant has not complied with this section P and the Claimant does not dispute such notice, no arbitration manager or NTP may proceed under this Clause.
- q. How does arbitration start? Per the manager's rules. If the parties do not reach an agreement to settle a Claim within 30 days, the Claimant may start a lawsuit or arbitration. To start an arbitration, the Claimant must follow the manager's rules. If the Claimant begins or threatens a lawsuit, the Respondent may demand arbitration. The Respondent may make this demand in court papers. Also, the Respondent may make this demand if the Claimant starts a lawsuit on an individual basis and then tries to pursue a class action. Any lawsuit must stop at once if the Respondent makes an arbitration demand.
- r. Should the NTP limit costs and burdens on the parties? Yes. The NTP should try to limit costs and burdens on the parties to the extent possible. Where possible: (1) arbitrations should be limited to documents, without any testimony, oral argument or in-person hearing; (2) any needed testimony should be by recorded deposition instead of live testimony; (3) discovery obtained from a party in a prior proceeding involving similar facts, legal issues and/or counsel should be used instead of new discovery from that party; (4) any needed hearing should be virtual or by conference call; and (5) any in-person hearing must be at a place reasonably convenient to you.
- s. What about appeals? Very limited. Appeal rights under the FAA are very limited. Except for: (1) FAA appeal rights; (2) Claims involving more than \$50,000 (including Claims for an order that could cost more than \$50,000); and (3) Claims involving Common Issues decided in a Group Arbitration, the NTP's award will be final and binding. For Claims involving more than \$50,000 and Claims involving Common Issues decided in a Group Arbitration, any party (including a majority of the Claimants in a Group Arbitration) may appeal the award to a three-NTP panel selected per this Clause. The appeals panel will reconsider from the start any part of the initial award either party has appealed. The panel's decision will be final and binding except for any FAA appeal right. Any appropriate court may enter judgment upon the NTP's award.
- t. **Do arbitration awards affect other disputes? No.** You and we agree that no arbitration award involving you will affect any issues or claims involving any other party (including the parties in a Group Arbitration that does not involve you). Also, no arbitration award in another party's dispute will affect any individual arbitration or Group Arbitration involving you.
- u. Who bears arbitration fees? Usually, we do. Except for Group Arbitrations, we will pay all filing, administrative, hearing and NTP fees if you act in good faith, cannot get a waiver of such fees and ask us to pay. We will always pay these amounts if required by law or the manager's rules or if required to enforce this Clause.
- v. When will we cover your legal fees and costs? Usually, if you win. If you win an arbitration you start (meaning you recover more than we offered before the arbitration), we will pay your reasonable fees and costs for attorneys, experts and witnesses. We will always pay these amounts if required by law or the manager's rules or if required to enforce this Clause. Attorney's fees will be based on the number of hours worked and standard rates. The NTP will not limit his or her fee award because your Claim is for a small amount. But, unless required by law or to enforce this Clause, the NTP shall not award you any fees and costs you incur after we make a written offer to resolve a Claim for at least the amount the NTP awards you.

- w. Will you ever owe us for arbitration or attorney's fees? Only for bad faith or breaches of this Clause. The NTP may require you to pay our attorney's fees if: (1) the NTP finds that you have acted in bad faith under the standards in Federal Rule of Civil Procedure 11(b); and (2) this power does not make this Clause invalid. Also, you may be liable for certain arbitration fees under the manager's rules or applicable law or in a Group Arbitration, as provided below. Finally, the NTP or a court may award us some or all of our attorney's fees that result from your bad faith breach of this Clause (but not if the power to assess such fees would make this Clause invalid).
- x. Can our failure to settle a Claim produce a larger award for you? Yes, except in Group Arbitrations. Except for Claims resolved in or after a Group Arbitration, the NTP must award you at least \$5,000 if: (1) you give us notice of a Claim on your own behalf (and not on behalf of any other party) and comply with all of the requirements of this Clause (including P); and (2) the NTP awards you more money than the last amount you requested at least ten days before the arbitration commenced. This is in addition to any attorney's fees and expenses including expert witness fees and costs you are due under the law or this Clause. This \$5,000 minimum award is a single award for all your possible Claims. You cannot get multiple \$5,000 awards. Neither party may disclose settlement demands or offers except to justify a minimum recovery of \$5,000.
- y. **Can the parties get a written ruling? Yes.** Any party may request details from the NTP, within 14 days of the ruling. Upon such request, the NTP will explain the ruling in writing.
- z. Can Common Issues be decided in a Group Arbitration? Sometimes. It is possible that many Claimants will pursue or threaten Claims against us involving Common Issues. In some cases, this may make individual arbitrations impractical or too costly. We have designed the Group Arbitration provisions of this Clause to address this problem.
  - i. Any group of 25-100 Claimants who have given Claim Notices that involve Common Issues and are not already participating in individual arbitrations under this Clause may form a "Qualifying Group" to participate jointly in a Group Arbitration. Also, we may form a Qualifying Group of 25-100 such Claimants. (We and the Qualifying Group are the "Parties" to the Group Arbitration.) No Claimant may participate in an arbitration of the same Common Issue in more than one Qualifying Group. The NTP may not decide any class Claims or Claims for public injunctions in a Group Arbitration.
  - ii. To form a Qualifying Group and start a Group Arbitration, either Party may give written notice to the other Party (Group Arbitration Notice).

    A majority of the Qualifying Group (Group Majority) or a Qualifying Group representative appointed by a Group Majority (Group Agent) will act for the Qualifying Group. If a new Claimant asserts a Claim that involves a Common Issue in an existing Group Arbitration, either Party may require the new Claimant to join in the existing Group Arbitration if joinder will not make the Qualifying Group too large.
  - iii. Different Qualifying Groups may bring separate Group Arbitrations to decide the same or different Common Issues (for example, if there are more than 100 Claimants with the same Common Issues). A different NTP must conduct each Group Arbitration. No single NTP may hear more than one Group Arbitration of the same Common Issues. The NTP will resolve all Common Issues for each Qualifying Group by Group Arbitration under this Clause. Before a Group Arbitration starts, either Party may elect for an NTP to conduct the Group Arbitration without help from the AAA. See section CC of this Clause.
- aa. Who bears arbitration costs in Group Arbitrations? We bear NTP fees. We may split other fees with the Qualifying Group. In a Group Arbitration, we will bear the fees and charges of the NTP. We will share with the Qualifying Group fees and charges of the arbitration manager (if any). The arbitration manager will decide how we share. But, the Qualifying Group will never bear more than 50% of such fees and charges. It will never bear fees and charges that would render this Clause unenforceable or conflict with the law. Also, the NTP may direct us to bear more than 50% of such fees and charges, up to 100%.
- bb. What happens if the NTP cannot decide your Claim in a Group Arbitration? This Clause will apply. After a Group Arbitration, any Claim the NTP cannot decide in the Group Arbitration will be subject to this Clause. Before starting a lawsuit or arbitration with respect to such Claim, the Claimant must give the Respondent a new Claim Notice and right to resolve such Claim per section P of this Clause.
- cc. What happens if a party does not want a manager for a Group Arbitration? Special rules will apply. If either Party gives timely written notice to the other that such Party does not want a manager for a Group Arbitration, the Parties must try to agree on an NTP to conduct the Group Arbitration. If the Parties cannot agree within 30 days, either Party may ask a court to appoint the NTP. See section H of this Clause. The court must weigh the qualifications of the NTP and the fees charged by the NTP. See section H of this Clause. The court should try to find a qualified NTP who charges no more than the NTP charges in AAA consumer arbitrations. Once the NTP has been selected and retained, such NTP will commence and conduct the Group Arbitration in accordance with this Clause and such additional procedures as such NTP shall adopt, giving due regard to the rules of the leading nationwide arbitration managers that would apply in an arbitration managed by them.
- dd. Is the arbitration confidential? Yes. You and we agree to keep confidential all aspects of the arbitration, any confidential information produced in the arbitration and any arbitration award or decision. But, either party may disclose such information to the extent needed to pursue the arbitration, to appeal or confirm any award or to get professional services. At either party's request, the NTP shall enter an order protecting confidential information.
- ee. Can we amend this Clause without your consent? Yes, but only in your favor. We may waive any rights or amend this Clause at any time without your consent, solely to give you more rights and/or less duties. Any other change to this Clause needs your written consent.
- **16. Entire Agreement.** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter. If any of the terms of this Agreement are invalid, or declared invalid by order of court, change in applicable law, or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement. This Agreement is governed by the law of the State of North Dakota except to the extent governed by federal law.

The DoorDash Crimson Deposit Account is established by Starion Bank, Member FDIC. The DoorDash Crimson Visa Debit Card is issued by Starion Bank pursuant to a license from Visa U.S.A. Inc.

Apple and the Apple logo are trademarks of Apple Inc., registered in the U.S. and other countries. App Store and Apple Wallet are trademarks of Apple Inc., registered in the U.S. and other countries.

Google Play, the Google Play logo, and Google Wallet are trademarks of Google LLC.

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#### YOUR ABILITY TO WITHDRAW FUNDS

We make funds available according to the type of deposit and when the funds are applied or credited to your Account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your Account, you may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers or payments, or transactions using your Card during the hold period. We have the right to refuse any deposit. If final payment is not received on any item you have deposited into your Account, or if any direct deposit, ACH transfer credit is returned to us for any reason, you agree to pay us the amount of the returned item.

Availability. The length of the delay in availability of funds varies depending on the type of deposit.

**Business Days.** For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

Same Day Availability. Funds received from preauthorized electronic payments such as payroll direct deposits, or other preauthorized electronic payments will be available on the day the deposit is applied to your Account. Cash will be available on the day the deposit is applied to your Account. ACH credits received from an external bank account will be applied to the Account when we have verified the external account and received payment on collected funds. Once the funds are applied to the Account, they will have same day availability.

**Longer Availability.** Electronic transfers deposited into the Account initiated through the Mobile App or Website may take up to five (5) business days from the date of the initial request but will post on the payment date of the deposit once the money has reached the Bank.

### **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

You should keep this notice for future reference.

#### Transfer Types and Limitations.

Account Activity	Maximum Limits	
Peer-to-Peer Transfer In (Deposit)	\$1,500 – Per Calendar Month	
Deposits Excluding Cash	\$25,000 – Daily \$50,000 – Per Calendar Month	
Peer-to-Peer Transfer Out (Withdrawal)	\$500 – Per Calendar Month	
ACH Withdrawal	\$2,000 – Daily \$5,000 – Per Calendar Month	
ATM Cash Withdrawal*	\$510 – Daily \$3,500 – Per Calendar Month	
Purchases (PIN & Signature)	\$5,000 – Daily \$20,000 – Per Calendar Month	
Cash Back at POS*	\$500 – Daily \$5,000 – Per Calendar Month	
OCT Withdrawal (Visa Direct)	\$2,500 – Daily	
*The bank, merchant, or ATM where the withdrawal takes place may also place certain limits on a withdrawal.		

Fees. The following fees may be assessed. Refer to the full Fee Schedule for additional fees that may be assessed to your account.

Service	Description	Fee Amount
Foreign Transaction	Fee assessed on all purchase transactions and cash withdrawals conducted outside of the U.S. or U.S. Territories; or in a currency other than U.S. dollars. Fee is based on U.S. dollar amount of the transaction/withdrawal. When assessed, this fee will be a minimum of one cent (\$0.01).	3% of total transaction in USD
ATM Withdrawal (Out-of-Network)	"Out-of-Network" refers to all ATMs outside of the MoneyPass® ATM Network. This is our fee assessed each time you withdraw cash from an ATM within the United States or U.S. Territories unless it displays the MoneyPass logo. You may also be charged an additional fee by the out-of-network ATM operator or network, even if you do not complete a transaction. You can withdraw cash for no fee by using an ATM displaying the MoneyPass logo.	\$2.00
International ATM Withdrawal	This is our fee each time you withdraw cash from an ATM outside the United States or U.S. Territories. You may also be charged a fee by the ATM operator or network used to complete the transaction. Transactions made outside the United States or U.S. Territories are also subject to the Card Network International Currency Conversion Fee even if they are completed in U.S.	\$2.00
Cash Transfer at a Retail Location	Visa ReadyLink may assess a fee for each cash transfer service at the time of the cash transfer. This is not our fee and is subject to change. Be sure to ask about the cost before conducting the cash transfer. For example, a fee of up to \$5.95 may apply when transferring cash through Visa ReadyLink locations. Go to <a href="mailto:visa.com/locator/readylink">visa.com/locator/readylink</a> . This information was accurate as of 07/01/2024. Avoid this fee by setting up direct deposit or sending funds via ACH to your Account.	May Vary – up to \$5.95
ATM Surcharge	Third party ATM operators may charge a fee each time you withdraw funds or check your balance at a non-MoneyPass ATM. You may withdraw cash at no charge by using an ATM displaying the MoneyPass logo. To find a MoneyPass ATM, go to moneypass.com.	May Vary
Card Network International Currency Conversion	Visa may assess a fee for currency conversion if you make a transaction in a currency other than USD. This fee is a percentage of the amount of the transaction.	May Vary

Your Responsibility and Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Card, Card Number, PIN, Account Number, or passcode has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your Account. Notifying us as soon as possible is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two (2) Business Days after you learn of the loss or theft of your Card, Card Number, PIN, Account Number, or passcode, you can lose no more than \$50 if someone used your Card, Card Number, PIN, Account Number, or passcode without your permission.

If you do NOT tell us with in two (2) Business Days after you learn of the loss or theft of your Card, Card Number, PIN, Account Number, or passcode, and we could have stopped someone from using your Card, Card Number, PIN, Account Number, or passcode without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the FIRST statement on which the unauthorized transfer appeared was delivered to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

Visa Zero Liability Policy – Guidelines and Limitations. In addition to your limitations of liability described in the section entitled "Your Responsibility and Liability for Unauthorized Transfers", your liability for the unauthorized use of your Card may also be limited by the Card Network. Subject to the limitations and exclusions stated below, under the Card Network's rules, you will have no liability for a transaction that was not authorized by you if you exercised reasonable care in safeguarding the Card from risk of loss or theft, and, upon becoming aware of such loss or theft, promptly reported such loss or theft to us by calling our Customer Service number (see the section entitled "How to Contact Us"). The Card Network's Zero Liability Policy is subject to change without notice and changes made by the Card Network will automatically apply to your Card. These provisions limiting your liability do not apply to debit transactions not processed by Visa.

**Contact in Event of Unauthorized Transfer.** If you believe your Card, Card Number, PIN, Account Number, or passcode has been lost or stolen, call us at 1-855-973-1040 or write to us at DoorDash Crimson Deposit Account, PO Box 1124, Sioux Falls, SD 57101. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Account without your permission.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or network used (and you may be charged a fee for a Balance inquiry even if you do not complete a fund transfer).

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

- 1. Where it is necessary for completing transfers.
- 2. In order to verify the existence and condition of your Account for a third-party, such as a credit bureau or merchant.
- 3. In order to comply with government agency or court orders.
- 4. If you give us written permission.
- 5. To our employees, auditors, affiliates, service providers, or attorneys as needed.
- 6. Otherwise as necessary to fulfill our obligations under this Agreement.

**Preauthorized Credits.** If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can contact us at 1-855-973-1040 to find out whether or not the deposit has been made.

Preauthorized Payments – Right to Stop Payment and Procedure for doing so. If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Call us at 1-855-973-1040 or write to us at DoorDash Crimson Deposit Account, PO Box 1124, Sioux Falls, SD 57101 to request a stop on such payment. We must receive your request at least three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

Preauthorized Payments – Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Preauthorized Payments – Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Financial Institution's Liability.** If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1. If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- 2. If an ATM where you are making the transfer does not have enough cash.
- 3. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction.
- 4. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the transfer, despite reasonable precautions that we have taken.
- 5. If a merchant refuses to accept your card.
- 6. If access to your Account has been blocked after you reported your Card, PIN or passcode lost or stolen.
- 7. If access to your Account has been blocked by us for suspected fraud or if we have reason to believe a requested transaction is unauthorized.
- 8. If there is a hold on your funds or your funds in your Account are subject to legal process or other encumbrance restricting their use.
- 9. In the case of pre-authorized credits, the data from the third party is not received, or is incomplete or erroneous.
- 10. There may be other exceptions stated in our Agreement with you.

**Error Resolution Notice.** In case of errors or questions about your electronic transfers, call us at 1-855-973-1040 or write to us at DoorDash Crimson Deposit Account, PO Box 1124, Sioux Falls, SD 57101, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we deliver to you the FIRST statement on which the problem or error appeared.

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

If you tell us verbally, 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 (twenty (20) Business Days if the transfer involved a new Account) after we hear from you and will correct any errors promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transfer involves a new Account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days (twenty (20) Business Days if the transfer involves a new Account) 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 provisionally credit your Account.

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 and the provisional credit will be reversed. You may ask for copies of the documents that we used in our investigation.

Business Days. For purposes of these disclosures, every day is a Business Day, except Saturdays, Sundays, and federal holidays.

# Ability to Obtain Statements.

- Terminal transfers. You can get a receipt at the time you make a transfer to or from your Account using an automated teller machine or point-of-sale terminal.
- Preauthorized credits. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money.
- Periodic statements. You will get a monthly account statement from us for your Account.

# **ONLINE BANKING INFORMATION**

**General.** The online banking service is a consumer electronic banking service provided by Starion Bank (through its service provider). You may access the online banking service by using the Mobile App by registering your Social Security number, personal password and your Account Number(s). Standard data rates from your wireless service provider may apply. Online banking allows you to review Account history, transfer funds electronically between accounts, access the bill pay service, and access the mobile check deposit service if applicable. You may use the online banking service at any time, though it may be temporarily unavailable due to certain reasons, such as technical difficulties, maintenance, and system upgrades. We are not responsible for transfers or deposits that you are unable to initiate due to technical difficulties.

**Equipment Requirements.** You are responsible for choosing and maintaining all Internet connections, browsers, hardware and software that are necessary for you to access the online banking service. We are not responsible for any virus or related problems that may be associated with your use of the online banking service. Your wireless service provider may charge additional fees. For access to the online banking service through a mobile device, you must have a mobile telephone number and/or mobile text messaging capability. Standard data rates from your wireless service provider may apply.

**Security Procedures.** Through the online banking service, you must establish a personal user ID and a password for use with the online banking service. The user ID and password is confidential and should not be disclosed to third parties. After three (3) minutes of inactivity, you will be automatically logged off.

You are responsible for the safekeeping of your user ID and password. Once you have established your User ID and password, you authorize us to act on instructions received through the online banking service under your user ID and password without inquiring into the identity of the person using that user ID and password, and any of those instructions shall be considered as authorized by you, whether or not you actually sent them yourself or intended those transactions to be made to the maximum extent permitted by applicable law. You may be prompted from time to time to change your user ID and password for security reasons. You may change your user ID password at any time through the online banking service.

The online banking service will sometimes require use of a one-time passcode for additional security. Upon first login you will be required to set up a phone number and/or email address to receive a one-time passcode as an added security step. If you choose to register your computer or mobile device, you will not have to enter this code at each login. Should you choose to not register your computer or mobile device or at any time delete your computer or mobile device's cookies and/or login from a new location, the one-time passcode may be required at login.

In addition to your user ID and password, we may ask you to create and provide responses to additional authentical questions that only you and Starion Bank (through its service provider) will know to verify your identity. You may be asked to create these questions and responses from time to time, and if prompted, will be presented with a question and asked for a response when you access the online banking service and/or make certain transactions using the online banking service.

You agree that the security procedures described above are commercially reasonable methods of providing security against unauthorized online banking transactions. You have freely and voluntarily chosen to execute transactions in your Account through online banking service, even though we provide other means of executing transactions that offer varying degrees of security. You assume all risks associated with these security procedures and all damages, costs, expenses, losses, and liabilities resulting from any failures of those procedures to the maximum extent permitted by applicable law.

We do not store confidential or sensitive information such as passwords or account numbers on your computer or mobile device; however, your user ID and/or password may be stored on your computer or mobile device based on the personal setting you establish on your computer or device. You should safeguard your computer, mobile device, user ID and password against loss or theft. If your mobile device is lost or stolen, report it immediately to your wireless provider. Do not leave your computer or mobile device unattended while logged in to the online banking service. Notify us as provided in the Agreement if you suspect that your user ID or password has become known to or used by unauthorized persons. Except as provided in this Agreement, we have no responsibility or liability if someone else learns your user ID and password and uses it to access the Mobile App to the maximum extent permitted by applicable law.

It is possible you may access your user ID and password through biometric identification settings on your mobile device, including but not limited to, fingerprint recognition, face recognition, iris recognition, voice recognition; under various trade names, including but not limited to, Touch ID or Face ID or Fingerprint (collectively any biometric access to your user ID or password through biometric or similar access from your device are hereinafter referred to as Biometric Access). Starion Bank does not provide any Biometric Access technology and does not save biometric information in the online banking service or access any biometric information on the mobile device. Starion Bank may limit use of Biometric Access to accessing your user ID and password in certain circumstances, but you are solely responsible for the access device security and use of user ID and password to the maximum extent permitted by applicable law. You acknowledge and agree that anyone with Biometric Access to the access device, even if unknown to you, will have authority to access your Accounts and will be authorized to initiate transactions through the online banking service.

Electronic Messaging. The online banking service provides you with the ability to send and electronic messages to and from us. Please remember we will not immediately receive an electronic message sent by you. No action will be made on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. Electronic messaging cannot be used to notify us of lost or stolen user IDs or passwords; nor can electronic messaging be used to notify us of unauthorized transactions. Notification of these occurrences must be done as specified in the "Electronic Funds Transfers" section of Agreement. From time to time, we may send important notices to you concerning your use of the online banking service by electronic messaging. The electronic messaging service may not be used to send or receive text messages to or from the general public. Do not send us any confidential information (such as user IDs, passwords, account numbers, and social security numbers) through electronic messaging.

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