

INTRODUCTION

Thank you for choosing Pibank. We welcome the opportunity to serve you. Our Deposit Agreement ("Agreement") contains the following sections:

1. GENERAL TERMS AND CONDITIONS
2. TRANSFERS AND PLAID TRANSACTIONS
3. IDENTITY THEFT AND PRETEXT CALLING

Please read and retain this Agreement. If you have any questions, we will be happy to answer them. You may access this Agreement and certain of the other account documents referenced below on our website or by calling 1 (877) 678-0888.

I. GENERAL TERMS AND CONDITIONS

1. Legal Effect of Agreement / Binding Contract.

- (a) This Agreement governs savings accounts established with Pibank ("Accounts") and replaces and supersedes any previous deposit agreements governing Accounts. The words "we", "our", "us", and "Bank" refer to Pibank, a division and registered brand of Intercredit Bank, N.A. The words "you" or "your" refer to the owner(s) of the Account identified on the Signature Card or other account documents (including our system) and legal representatives (e.g., court appointed custodians / receivers, bankruptcy trustees, attorneys-in-fact, etc.). Please read this information carefully and keep it with your other account records, as this is a binding contract. By signing the Signature Card or by otherwise opening an Account with us, you agree to terms of this Agreement, the Disclosures & Schedule of Fees, the Pibank Privacy Policy, the Funds Availability Policy, the Online Services and Mobile Banking Agreement, the E-Sign Consent Agreement and the Truth in Savings Disclosures.
- (b) Our deposit relationship with you is solely that of debtor and creditor and does not create a custodial, fiduciary, quasi-fiduciary or special relationship with you. We owe you only a duty of ordinary care and good faith. Our internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures.

2. Non-Applicability of Agreement to Other Deposit Products. This Agreement only covers Accounts and does not cover other products offered by Intercredit Bank, N.A.

3. Definitions/Rules of Construction.

- (a) In addition to other terms defined herein, the following definitions apply:
 - (i) "ACH" means automated clearinghouse transactions.

- (ii) "Agreement" means this Agreement, as amended from time to time.
- (iii) "Attorneys' fees" (lower case) means reasonable attorneys' fees, including those incurred whether a lawsuit is filed or not, and if a lawsuit is filed, then fees incurred in trial court, mediation, arbitration, appellate, bankruptcy and proceedings to determine the reasonable amount of fees.
- (iv) "BSA/AML" means Bank Secrecy Act and Anti-Money Laundering law, codified at 12 U.S.C. §§ 1829b, 12 U.S.C. 1951-1960, 31 U.S.C. 5311-5314, 5316-5336, and regulations promulgated thereunder.
- (v) "Business Day" means Monday through Friday, excluding any Federal or State holiday or any day on which we are closed as required by state or federal law.
- (vi) "Discretion" (lower case) means sole and absolute discretion.
- (vii) "EFTA" means the Electronic Fund Transfer Act and Regulation E promulgated thereunder.
- (viii) "*Force Majeure* Event" means an event involving fire, earthquake, hurricane, tornado, flood, explosion, embargo, war, terrorism, riot, governmental action, pandemic or other causes beyond a Party's reasonable control.
- (ix) "Good faith" (lower case) means honesty in fact in the transaction or occurrence and is measured subjectively.
- (x) "Including" (lower case) means "including but not limited to".
- (xi) "Item" means a written withdrawal instruction.
- (xii) "Joint Account" means an account owned by Joint Owners.
- (xiii) "Joint Owners" means two persons who own an Account.
- (xiv) "NACHA" means the National Automated Clearing House Association.
- (xv) "Parties" means the parties to this Agreement and includes successors and assigns.
- (xvi) (cc) "Pibank Mobile App" means the Pibank Mobile Application accessible via download from the Apple Store or Google Play and any insights and other financial education information and materials available therein, and any related or successor app(s) thereto.
- (xvii) "Plaid" means the financial technology platform allowing users to securely connect bank accounts to various apps and services for managing finances. .
- (xviii) "SSN" means Social Security Number.
- (xix) "Statement" means a statement of your Account.

(b) The following rules of construction apply:

- (i) No rule construing ambiguities in this Agreement against the drafter shall apply.
- (ii) Headings are for convenience of the reader and do not form a part of this Agreement.
- (iii) References to Accounts includes Joint Accounts and *vice versa*.

4. Eligible Customer. To open an Account, you must (a) be a citizen or resident of the United States of America ("U.S") with a SSN, (b) hold a valid U.S. ID and (c) be 18 years or older. Accounts are not available for U.S. non-resident aliens, businesses or for business use.

5. Opening Accounts. Accounts are subject to automated or manual approval. We will contact you during the account opening process if we need more information. We may, in our discretion, refuse to open an Account or to accept a deposit, limit the amount which may be deposited, return all or any part of any deposit, or close an Account. We may obtain credit information about you from check or credit reporting agencies or by any other means. We may disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law, except as you or we limit such disclosures under the terms of the Pibank Privacy Policy. Accounts may only be funded via Plaid or incoming wire transfers.

6. Customer Identification. Federal law, including the USA PATRIOT Act, requires all financial institutions to obtain, verify and record information identifying each customer who opens an account. When you apply for an Account, we will ask for your legal name, address, date of birth and SSN. We may require one or more forms of unexpired photo identification and your photo holding an unexpired photo identification. We may use the provided information or any other means including credit reporting or similar agencies to verify your identity. At our request, you will provide additional information to assist us in opening an Account. If your Account is funded before we verify your information, you may not have access to the funds. If we are not able to verify your identity to our satisfaction, we will not open your Account or may close the Account if previously funded. In addition, from time to time, you will promptly provide additional information on your identification or transactions performed.

7. Signature Cards / Signers. To open an Account, all owners must sign a Signature Card electronically. For the payment of funds and for other purposes relating to an Account, we may recognize those signatures, but we will not be liable for refusing to honor an Item if we believe, in good faith, that the Item is not authorized or genuine. WE DO NOT ISSUE OR PAY ON ANY CHECK PRESENTED ON AN ACCOUNT. WITH RESPECT TO JOINT ACCOUNTS, WE MAY ACT ON THE SIGNATURE OR DIRECTION OF ONE OF THE JOINT OWNERS FOR WITHDRAWAL TRANSACTIONS. WE HAVE NO DUTY TO CONFIRM THAT BOTH JOINT OWNERS HAVE APPROVED A TRANSACTION.

8. Service Charges. Accounts are not subject to service charges. For more details, please reference the Disclosure and Schedule of Fees.

9. Interest on Deposits.

- (a) Subject to revocation discussed in Section 9(b) below, funds credited to your Account will earn interest from the day of the credit.

- (b) If the deposit is via Plaid and the funds do not clear, we will reverse the credit and any interest earned thereon.
- (c) Deposits via wire transfer are final when we credit the funds to your Account. Interest will be credited from that day.
- (d) Our Cut-Off time for processing deposits via Plaid or wire transfer is 3:00 p.m.
- (e) Plaid deposits received before 3:00 p.m. will be credited to your Account on the next Business Day. Plaid deposits received after 3:00 p.m. will be credited to your Account on the second Business Day.
- (f) Wire transfers received before 3:00 p.m. will be credited to your Account on that day. Wire transfers received after 3:00 p.m. will be credited to your Account on the following Business Day.
- (g) If an Account is closed before the end of a monthly statement cycle (i.e., before the 15th day of each month) either by us because of suspected fraud, BSA/AML or other issue concerning misuse of the Account, or you close the Account for any reason, there will be no interest payable on the Account for the period commencing on the 16th day of the prior month to the date of Account closure.

10. Title to Joint Accounts/Disposition Following Death of Owner or Joint Owner.

- (a) For Joint Accounts:
 - (i) If the Joint Owners are spouses, title will be deemed as tenants by the entireties; and
 - (ii) If the Joint Owners are not spouses, title will be deemed as joint tenants with right of survivorship .
- (b) For an Account where an owner or one or both of the Joint Owners has died, we reserve the right not to release funds until we have received and approved all documents and other information we may request. You shall notify us of the death of any Joint Owner and reimburse us for any tax we may be required to pay by reason of our payment of funds in the Account to you.

11. Pibank Mobile App. You may only conduct transactions on an Account through the Pibank Mobile App. You may also communicate with us through the Pibank Mobile App.

12. Transfer of Accounts and Account Ownership. Your Account is for your use only and is non-transferable and non-assignable unless we consent in writing. We may, in our discretion, withhold our consent. We may refuse to acknowledge or accept your attempted pledge or assignment of your Account or any interest in it, including granting a security interest in an Account other than to us. No assignment of your Account will be effective until we consent, have documented the transfer consistent with our policies and procedures and applicable law, and make appropriate changes to our records.

13. Maximum Balance. Subject to the maximum balance of \$5,000,000.00, there are no restrictions on the amounts of transactions processed in your Account. If the balance exceeds \$5,000,000.00 or one or more deposits on a day exceeds \$5,000,000.00, we may take one or more of the following actions:

- (a) Return funds to the originating bank and notify you to adjust the balance;
- (b) Restrict access to the Account or specific transactions until the balance is reduced; or
- (c) Close the Account if the limit is exceeded repeatedly or remains unresolved within the specified timeframe provided in the notification.

For additional terms on service, please refer to the Online Services and Mobile Banking Agreement.

14. Fraud Detection / Deterrence. There are several precautions that you should take to decrease the risk of unauthorized or other improper transactions on your Account, including:

- (a) safeguarding and not disclosing to third parties any information about your Account, such as your account number;
- (b) safeguarding materials and information that may be used to access your Account including your electronic passwords or other access-related information; and
- (c) promptly and carefully reviewing your Statements for unauthorized, missing or other improper activity or errors.

If you fail to follow these and other precautions applicable to your particular circumstances, and except as otherwise provided by applicable law, you will be precluded from asserting any claims against us for unauthorized transactions.

15. Statements. Your Statement will be made available to you electronically and on a monthly basis through the Pibank Mobile App. The Statement period ends on the fifteenth day of each month and will be available to you on the first business day following that day.

16. Reviewing Statements and Reporting Problems.

- (a) You are in the best position to discover unauthorized activity, missing debits or credits or other problems relating to your Account (collectively, "Problems"). Therefore, you shall promptly examine your Statements when available to discover Problems. If you discover or reasonably should have discovered a Problem, you must promptly notify us of the relevant facts. If you fail to do so, you will have to either share the loss with us or bear the loss entirely yourself, depending on whether we exercised ordinary care contributing to the loss. We do not fail to exercise ordinary care because we use automated procedures in handling transactions.
- (b) The time you have to examine your Statement and report Problems to us will depend on the circumstances, but will not, in any circumstance, exceed 30 days from the date the Statement reflecting the Problem is available to you.

- (c) EXCEPT FOR TRANSACTIONS INVOLVING THE EFTA, IF YOU FAIL TO REPORT A PROBLEM WITHIN 30 DAYS OF THE DATE WE MAKE THE STATEMENT AVAILABLE, YOU CANNOT ASSERT A CLAIM AGAINST US AND THE LOSS WILL BE ENTIRELY YOURS EVEN IF WE FAIL TO EXERCISE ORDINARY CARE LEADING TO THE PROBLEM. THE EFTA PROVIDES UP TO 60 CALENDAR DAYS FOR REPORTING UNAUTHORIZED TRANSACTIONS SUBJECT TO THE EFTA.
- (d) If you report a Problem, you shall cooperate with us in the investigation, including providing an affidavit or declaration containing whatever reasonable information we require concerning your Account, the transaction in question and the circumstances surrounding the loss. You also shall pursue all rights under any insurance coverage before making a claim against us and shall provide us with all information about such coverage and the status of your insurance claim. Our liability, if any, is reduced by the amount of insurance proceeds you receive or are entitled to receive.
- (e) We have a reasonable period but not less than 30 days to investigate the Problem. Except as otherwise provided by law, we have no obligation to provisionally credit your Account during our investigation.

17. Terminating the Account/New Account.

- (a) We reserve the right, in our discretion, to discontinue or limit transaction account services, to refuse further deposits or withdrawals, to decline to process any transaction or to terminate the account relationship at any time.
- (b) We will provide written notice to you in advance if we decide to terminate the account relationship for any reason other than abuse of the account relationship, to prevent a loss or if your account is overdrawn more than 90 days, in which case we may close the Account without advance notice. If we provide notice, 10 days shall be deemed sufficient before we close the Account.
- (c) Further, for security concerns, we may require you to close your Account and open a new Account if: (i) there is a change in Joint Owners; (ii) there has been unauthorized activity reported or committed involving the Account or account information is lost or stolen.
- (d) After the Account is closed, we have no obligation to accept deposits or honor Items. You shall hold us harmless for refusing to honor any Item on a closed Account. If the Account is closed, we will remit to you the balance in the Account, after deducting any applicable service charges. If your account balance is insufficient to pay applicable account fees and charges owed to us, you will continue to be liable to us for the unpaid amount and interest thereon until it is paid in full. You shall be liable for any service charges and transactions initiated prior to account closing.
- (e) You may close your Account by notifying us in writing. Whether you or we close your Account, the account closing will not affect your obligations under this Agreement, even if we allow transactions to be completed after the Account is closed. Termination of Accounts is subject to the provision of withdrawals from interest-earning accounts.

In addition, termination of the Account by either Party will not release you from any fees or other obligations incurred before the termination.

18. Limitation of Liability.

- (a) We will not be responsible for or subject to liability to you other than the failure to comply with any obligations imposed by law that may not be varied by agreement or the failure to exercise ordinary care or good faith. Ordinary care shall be measured by the standard of reasonableness for similarly-situated banks in Miami, Florida. We shall not be liable for acts or omissions of third parties, including any Federal Reserve Bank, Clearing House, or correspondent bank.
- (b) **WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- (c) In addition, we will not be liable for enforcing the requirements imposed by the U.S. Department of the Office of Foreign Assets Control which may include blocking (freezing) your Account or restricting access to funds to ensure compliance with OFAC rules and regulations.

19. Indemnification. You shall indemnify and hold the Bank, its affiliates, and each of their respective directors, officers, employees and agents (each, an "Indemnified Party") harmless from any and all losses, claims, demands, causes of action, liabilities, damages, costs, interest, fines, penalties, and expenses, including attorneys' fees, cost and expenses, which may be sustained arising out of or relating to your breach of this Agreement, other than conduct constituting gross negligence or intentional wrongdoing by the Indemnified Party. The provisions of this paragraph shall apply to all claims whether arising from breach of contract, breach of warranty, negligence or other tort and shall survive the termination of this Agreement.

20. Source of Funds/Compliance with Law.

- (a) We are required under applicable law and our policies and procedures to take steps to combat the use of our products, services and facilities for money laundering and other illegal activities. You represent and warrant that all funds deposited to an Account shall have a lawful source, and you shall not conduct or initiate any transaction in or through the Account that is prohibited under state or federal law or the law of any other applicable jurisdiction.
- (b) You shall not violate the laws of the United States or any other applicable jurisdiction, including the economic sanctions administered by the U.S. Treasury, through use of the Account. You shall comply with all applicable laws and regulations. You may not use your Account or any account-related service to process Internet gambling transactions or conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any transaction, we may refuse to process the transaction or freeze the amount in question while we investigate the matter, in which case you shall hold us harmless consistent with the provisions of this Agreement.

21. Security Interest. You hereby grant a security interest in the Account for any debts you owe to Intercredit Bank, N.A.

22. Miscellaneous Terms.

- (a) **Governing Law.** This Agreement shall be governed by and interpreted in accordance with (i) Florida law, excluding its principles involving choice of law, and (ii) federal law if applicable. To the extent of any conflict between federal and state law, federal law controls.
- (b) **Conflicts Involving the Account.** If we receive an actual or potential claim from a third party regarding your Account, any deposit, transfer, debit, credit or other transaction involving your Account, or conflicting instructions or claims from Joint Owners, we may freeze your Account and not honor any further transactions until the claim or conflicting instructions are resolved, or we may, in our discretion, choose not to honor an Item on your Account until the claim or conflicting instructions are resolved to our satisfaction. We may also, without liability to you, close the Account and issue a check payable to you or each Joint Owner or you and each claimant, as we deem necessary, or we may file an action for interpleader. You shall reimburse us for any loss, costs or expenses including attorneys' fees, costs and expenses that we incur concerning any dispute involving your Account, and you authorize us to deduct all such amounts from your Account without prior notice to you.
- (c) **Notices.** Written notices to us shall not be effective until actual receipt. Written notice to you shall be effective when transmitted to the email address on file or via the Pibank Mobile App. For Joint Accounts, notice to one Joint Owner is deemed notice to the other Joint Owner. If you provide us with an email address to which we may send electronic communications, then we may send all information by email including notices, alerts, changes in the terms of this Agreement and other agreements relating to the Account.
- (d) **Amendments.** We may amend this Agreement from time to time and will make the amendment available by email or other authorized method (e.g., posting on our Internet page with notice to you). Unless otherwise provided, amendments will become effective 30 calendar days later. However, interest rates and the earnings credit rate are subject to change at any time in our discretion. You may terminate your relationship with us if you do not agree with an amendment or other change affecting your Account. If you continue to use your Account following the effective date of an amendment, you will be deemed to have agreed to the amendment. No amendment will be valid unless we initiate the amendment in accordance with this Section 22(d).
- (e) **Changes to Your Account.** You shall notify us of any change to your name, and you shall provide the updated ID, email or physical or mailing address via the Pibank Mobile App. The only option to change ownership on your Account is if a Joint Owner dies or is adjudicated incompetent. For Joint Accounts, a Joint Owner may request the Account be closed without consent of the other Joint Owner. We may require a new Signature Card to be completed before any change in ownership becomes effective. We may require you to close your Account if any change in ownership occurs. After we receive all documents we require for a change, we will have a reasonable period to implement the change.
- (f) **Unlawful Internet Gambling.** In accordance with Regulation GG (promulgated pursuant to the Unlawful Internet Gambling Enforcement Act of 2006), by establishing an Account, you certify that you: (a) shall not conduct "restricted transactions" (as

defined below) through an Account, (b) do not engage in unlawful internet gambling. A “restricted transaction” is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with any person engaged in the business of betting or wagering or in participation with another person involving unlawful internet gambling. We may reject transactions or close an Account if we believe the Account is involved in such transactions.

- (g) **Privacy.** We will not reveal your information to any external organization unless we have previously informed you in disclosures or agreements or such disclosure has been authorized by you or is required by law. For complete information regarding our privacy practices, please refer to the Pibank Privacy Policy.
- (h) **Legal Process.** If legal process such as a tax levy, attachment, garnishment, writ of execution or similar legal process (collectively, “Process”) is brought against you or your Account, we may be required to pay all or a portion of your Account to another party or may refuse to pay out any funds from your Account. We will not be liable to you for complying with Process, even if compliance leaves insufficient funds to honor an Item. You are liable for all attorneys’ fees, costs and expenses we incur in responding to Process and we may charge the Account accordingly. Any Process is subject to our right of setoff and security interest. We have no duty to challenge or otherwise defend the adequacy or propriety of any Process.
- (i) **Death or Incompetence.** You shall promptly notify us if an Joint Owner dies or is declared incompetent by a court. Until we receive a notice of death or incompetency, we may presume that all owners are alive and competent and will not be liable for any actions or inactions taken on that basis. If you give us instructions regarding your Account, and you or a Joint Owner subsequently dies or is declared incompetent, we may act on the instructions unless we receive written notice of death or incompetency and have had a reasonable time to act thereon before honoring the instructions. When we receive a notice that an owner has died or been declared incompetent, we may place a hold on the Account and refuse to accept deposits or permit withdrawals. We may hold any funds in the Account until we know the identity of the successor, and unless and until we are fully satisfied that we will have no resulting liability or potential liability for any estate tax, gift tax or similar tax under any applicable jurisdiction.
- (j) **Inactive and Dormant Accounts/Escheatment.** If you do not make any deposits or withdrawals from your Account, or you fail to contact us through the Pibank Mobile App or by telephone, your Account will be deemed dormant after 12 months. You may not email us to avoid an Account becoming dormant. Based on the foregoing, your Account will be classified as dormant and will remain so classified until you make a deposit or withdrawal or otherwise notify us concerning the Account. After five years, if your Account has had no activity by way of deposit or withdrawal effected by you and you have not communicated with us concerning the Account, the Account is subject to escheatment in accordance with Florida law. This means that we will be required to remit the funds to the applicable governmental agency of the State of Florida. We are relieved of any responsibility for an Account once the funds are escheated. We will not charge a fee for dormant Accounts. If the balance in the Account reaches zero, we may close your Account.

- (k) **Binding Effect; Restriction on Assignability.** This Agreement shall be binding on you, your heirs, legal representatives, successors and permitted assigns. Your rights and obligations under this Agreement are not assignable without our prior written consent, which may be granted or withheld in our discretion, and any purported assignment without our consent shall be null and void.
- (l) **Electronic Signatures/Counterparts.** Any documents relating to an Account that require a signature may be executed via electronic signatures, which shall be treated as the originals for all purposes, and in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.
- (m) **Email Security.** You should not use unencrypted email to send us confidential information, such as SSNs, account numbers, or other sensitive information, as these transmission methods are not secure.
- (n) **Enforcement of Rights.** No delay or omission on our part in enforcing any of our rights or remedies shall waive such rights or remedies.
- (o) **Severability.** If a court deems any provision of this Agreement unenforceable, such ruling shall not affect the remaining provisions of this Agreement. If performance of any of the duties under this Agreement would result in violation of applicable law, this Agreement shall be deemed amended to the extent necessary to comply therewith.
- (p) **Recording and Monitoring.** We may tape record, monitor or create a digital record of any conversation or electronic correspondence with you regarding an Account. However, we are not obligated to do so and may choose not to in our discretion.
- (q) **Records.** We may, at our option, retain records in any form including paper, film, fiche, digitized or other electronic medium. Unless prohibited by law, if we are unable to produce your original Signature Card or any other document relating to your Account or service or a copy of such document(s), our records, including electronic records, shall be deemed conclusive. Our imaged copies (including scanned images) of any account documents or related documents (e.g., Signature Cards, customer written instructions, system / services specific agreements, canned email communications, scanned letters, etc.) shall be deemed for all purposes originals. Unless prohibited by law, if there is a discrepancy between your and our records, our records control.
- (r) **Force Majeure Event.** Neither Party shall be liable for non-performance hereunder to the extent prevented by a *Force Majeure* Event, provided, however, that a Party shall resume performance promptly once the *Force Majeure* Event has ceased.
- (s) **Waivers.** All waivers of provisions of this Agreement shall be in writing and signed by the Party providing the waiver and will be limited to the specific matters that are the subject of the waiver. A waiver will not affect either Party's right to enforce rights and remedies with respect to provisions not waived.
- (t) **Entire Agreement.** This Agreement and the documents to which it refers constitute the entire agreement of the Parties concerning the subject matter herein and supersede all prior agreements as to the subject matter.

- (u) **Third-Party Beneficiaries.** There are no intended third-party beneficiaries of this Agreement except for Indemnified Parties who are not direct Parties hereto.
- (v) **Conflict Resolution.** To the extent of any conflict between this Agreement and the other agreements relating to an Account, this Agreement shall control.
- (w) **Prevailing Party Attorneys' Fees, Costs and Expenses.** In any action to enforce or that otherwise concerns this Agreement, the prevailing Party shall be entitled to recover attorneys' fees, costs and expenses from the losing Party, including those incurred during trial court, mediation, arbitration, appellate, bankruptcy and proceedings to determine the amount of fees, costs and expenses.
- (x) **Survival.** In addition to any express survival provisions, all provisions that contemplate survival of the termination of this Agreement shall survive.
- (y) **JURY WAIVER. IN ANY ACTION TO ENFORCE OR THAT OTHERWISE CONCERNS THIS AGREEMENT, THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL.**

II. TRANSFERS AND PLAID TRANSACTIONS

1. Limitations on Transfers. We offer outgoing domestic and incoming wire transfer services and Plaid incoming transfer services. We will only process incoming funds to an Account through Plaid or wire transfer. We will only process outgoing funds from an Account through wire transfer. You may be charged a fee by the bank receiving the transfer. Under no circumstances will we process or permit an outgoing ACH transfer from an Account. To the extent a transaction involves Plaid, the transaction will be via ACH and is governed by NACHA Operating Rules and any local ACH operating rules and may be governed by the EFTA.

2. Article 4A Payment Orders.

- (a) **Rules for Funds Transfers.** To the extent that a funds transfer to or from an Account is not governed by EFTA, it will be governed by Article 4A of the Uniform Commercial Code as adopted by the State of Florida ("Article 4A").
- (b) **Defined Terms.** Capitalized terms used in and not otherwise defined in this Section 2 are as defined in Article 4A.
- (c) **Processing Requests and Cut-off Times.** Please refer to the Online Services and Mobile Banking Agreement.
- (d) **Security Procedure.**
 - (i) The Security Procedure enables us to verify that a Payment Order or communication amending or canceling a Payment Order ("Payment Order Communication") is genuine. We have no obligation or responsibility to detect errors in the transmission or content of a Payment Order or Payment Order Communication. The Security Procedure is not designed to detect such errors.
 - (ii) You shall initiate a Payment Order or Payment Order Communication only through the Pibank Mobile App. Payment Order Communications are utilized through "Inquiry".

- (iii) We may record any oral communication we have with you during the Security Procedure process, including a video call.
- (iv) The Security Procedure for Payment Orders includes the following verification steps:
 - A. you will use your User I.D. and password to access the Pibank Mobile App;
 - B. the Payment Order will be analyzed through our fraud prevention program, which screens for specific criteria, such as new beneficiaries, account status, and recent account activity; and
 - C. for Payment Orders over a certain threshold amount, in addition to the steps specified in Section 2(d)(iv)(A)-(B), we will contact you for a video call, during which you will be required to present proper identification consistent with the customer identification on file and answer security questions.
- (v) You may seek to amend or cancel a Payment Order after we receive it through a Payment Order Communication. Generally, we will only act on a Payment Order Communication if we have not yet executed the Payment Order. However, for cancellation requests received after we have executed a Payment Order, we may contact the Beneficiary's Bank to request a return of the funds. We have no responsibility to you if the Beneficiary's Bank declines to do so.
- (vi) For Payment Order Communications, the following Security Procedure will apply:
 - A. you will use your User I.D. and password to access the Pibank Mobile App;
 - B. the Payment Order Communication must identify the subject Payment Order including the amount and date, the designated Beneficiary and Beneficiary's Bank, the Beneficiary's account number and any other information we request; and
 - C. if the Payment Order Communication concerns a Payment Order over a certain threshold amount, in addition to the steps specified in Section 2(d)(vi)(A)-(B), we will contact you for a video call, during which you will be required to present proper identification consistent with the customer identification on file and otherwise verify the transaction through security questions.
- (vii) If the Payment Order Communication through the Pibank Mobile App does not contain sufficient information for an amendment to the Payment Order, we will call you for additional information. During the call, we will verify you through security questions.
- (viii) We may condition our processing of a Payment Order Communication on receipt of an indemnity and bond or security acceptable to us, under which you will agree to make us whole for all losses, expenses (including attorneys' fees) and other liabilities that may result from our execution of an amendment to or cancellation of a Payment Order.

- (ix) We will not process a Payment Order or Payment Order Communication or be liable to you or any third party unless the Security Procedure is met to our satisfaction. If we follow the Security Procedure, then the Payment Order or Payment Order Communication will be deemed effective as your Payment Order or Payment Order Communication, whether the Payment Order or Payment Order Communication was authorized by you.

(e) Identifying Beneficiaries and Banks.

- (i) If a Payment Order identifies the Beneficiary by an identifying number or bank account number, we may rely on the number as the proper identification of the Beneficiary, even if the number does not correspond to the person named in and intended to be the Beneficiary. Under these circumstances:
 - A. the Beneficiary's bank may credit the account on the basis of the erroneous number transmitted by you even if the number identifies a person different from the named Beneficiary; and
 - B. if payment is made by the Beneficiary's bank, you will be obligated to pay the amount of the Payment Order.
- (ii) Likewise, we may rely on the identifying number of any Intermediary or Beneficiary's bank which appears in a Payment Order even if the number identifies a bank different from the one identified by name in the Payment Order. Under these circumstances:
 - A. we and any subsequent bank may rely on the number as the proper identification of the Intermediary or Beneficiary's bank; and
 - B. you will be obligated to reimburse us or other subsequent bank for any loss and expenses incurred by as a result of reliance on the number in executing or attempting to execute the Payment Order.
- (f) **Transmission of Requests.** You authorize us to select any Intermediary bank, funds transfer system or means of transmittal on your Payment Order. Our selection may differ from that indicated in your instructions and you shall indemnify us for such selection, including any errors, delays, or failure of transmission of a Payment Order.
- (g) **Rejection of Requests.** We may reject a Payment Order for any reason. We will notify you of a rejection orally or electronically, either of which methods being a commercially reasonable means of notice. We are not liable to you for rejection of a Payment Order or interest for the period before you receive notice of rejection.
- (h) **Notices of Your Payment Orders.** We ordinarily notify you about Payment Orders by listing them on your Statement or, at our option, by email.
- (i) **Interest Compensation.** If we are obligated to pay for loss of interest resulting from our error or delay regarding your Payment Order, we will compensate according to the interest rate of the Account in effect during the time of the error or delay.

(j) Receiving Funds Transfers.

- (i) We may receive funds transfers directly from a sender through a funds transfer or some other communications system. We may reject an incoming funds transfer for any reason and are not obligated to notify you if we do so. We will notify you that we have received an incoming funds transfer by listing the credit on your Statement. We do not send a separate notice of our receipt of an incoming funds transfer.
- (ii) Any credit we give for a funds transfer will normally be deemed final payment. However, if we credit your Account by mistake, we may reverse the credit or you will otherwise reimburse us if funds in your Account are not sufficient. If we receive satisfactory documentation that a credit was made in error, for an erroneous amount, in connection with fraud or for other commercially reasonable circumstances, we may debit your Account for the amount or you shall otherwise reimburse us if funds in your Account are insufficient.

(k) Reporting Discrepancies.

- (i) You shall examine your Statements promptly and notify us within a reasonable time, not to exceed thirty (30) calendar days after the Statements are available, of any unauthorized, duplicate, erroneous, or erroneously executed Payment Order. Your failure to do so discharges us of any obligation to pay interest on an amount that may be refundable. By this provision, the Parties intend to define a “reasonable time” specified in Fla. Stat. § 670.204.
- (ii) Regardless of either Party’s care or lack of care, you shall be precluded from asserting any claim with respect to any Payment Order reasonably identified in a Statement provided by us or from otherwise objecting to any debit thereof to the Account, unless you notify us of the error or discrepancy within 60 calendar days from the date you receive notification of the Payment Order or cancellation or amendment of the Payment Order. By this provision, the Parties intend to shorten the absolute time period specified in Fla. Stat. § 670.505.
- (iii) You shall be deemed to have received sufficient information identifying a debit resulting from a Payment Order or Payment Order Communication on the date the debit is listed in a Statement, whether or not you review the Statement.
- (iv) If you fail to receive a Statement, you shall immediately notify us of the non-receipt. Your failure to do so will preclude you from claiming the non-receipt of the Statement.

3. Plaid. If we receive a transfer for credit to your Account through Plaid, the transaction is deemed an ACH. Any credit we give you resulting from an ACH credit is provisional until we receive final payment. If we do not receive final payment or we credit your Account by mistake, we may reverse the credit or you will otherwise reimburse us if funds in your Account are not sufficient. If we receive satisfactory documentation that a credit was made in error or for an erroneous amount, we may debit your Account for the amount erroneously credited, or you shall otherwise reimburse us if funds in your Account are insufficient. If the payment does not become final, the originator will not be deemed to have paid you the amount of the credit.

III. IDENTITY THEFT AND PRETEXT CALLING

Identity theft affects thousands of consumers annually. It involves the fraudulent use of a person's personal identifying information such as SSN, mother's maiden name, date of birth, or account number to open fraudulent accounts or charge existing accounts. They may obtain this information by:

1. Stealing wallets containing personal identification information and credit cards.
2. Stealing bank statements from the mail.
3. Diverting mail from its intended recipients by submitting a change of address form.
4. Rummaging through trash for personal data.
5. Stealing personal identification information from workplace records.
6. Intercepting or otherwise obtaining information transmitted electronically.

To prevent identity theft, we verify customer account information by using third party sources, such as consumer reporting agencies, or by verifying change of address requests on existing accounts, and by maintaining adequate security standards. We also offer additional safety system software to protect customer accounts from identity theft.

Information obtained from pretext calling may be sold to debt collection services, attorneys, and private investigators to use in court proceedings. Identity thieves may also engage in pretext calling to obtain personal information to create fraudulent accounts. The following are a few basic steps outlined by the Office of the Comptroller of the Currency to avoid becoming a victim of identity theft and pretext calling: Do not give personal information such as account numbers or SSNs, over the telephone, through the mail, or over the Internet, unless you initiated the contact or know with whom you are dealing. Store personal information in a safe place and tear up old credit card receipts, ATM receipts, old statements, and unused credit card offers before throwing them away. Carry only the minimum amount of identifying information and number of credit cards that you need. Pay attention to billing cycles and statements. Inquire of the Bank if you do not receive a monthly bill. It may mean that the bill has been diverted by an identity thief. Check Statements carefully to ensure all debits were authorized.

To safeguard against pretext calling, banks are encouraged to limit telephone disclosures of customer information, train employees to recognize fraudulent attempts to obtain customer information, and test information security systems. In addition, if the Bank is informed of such type of activity, it must report it to the regulators using Suspicious Activity Reports (SARs). The following are recommendations outlined by the Office of the Comptroller of the Currency if someone has stolen your identity:

- Contact the police to file a report with your local law enforcement. If your identity was stolen when you were away from home, you will need to contact the police in that jurisdiction too.

- Contact the fraud department of each of the three major credit bureaus to report the identity theft and request that the credit bureaus place a fraud alert. The fraud alert puts creditors on notice that you have been the victim of fraud, and the following are the telephone numbers for the fraud departments of the three national credit bureaus:

Trans Union: 1-800-680-7289

Equifax: 1-888-766-0008

Experian: 1-888-397-3742

You may request a free copy of your credit report. Credit bureaus must provide a free copy of your report if you have reason to believe the report is inaccurate because of fraud and you submit a request in writing. Review your report to make sure no additional fraudulent accounts have been opened in your name or unauthorized changes made to your existing accounts.

Contact any bank or other creditor where you have an account that you think you may be the subject of identity theft. Advise them of the identity theft. Request that they restrict access to your Account, change your account PIN or password, or close your Account, if there is evidence that your Account has been the target of criminal activity. It is also good to contact other authorities that specialize in identity theft.

The Federal Trade Commission (FTC) runs the ID Theft Hotline and the ID Theft Data Clearinghouse. FTC Identity Theft Hotline: (877) IDTHEFT (438-4338).

If your SSN has been comprised, report it immediately to the Social Security Administration. Social Security Fraud Hotline: (800) 269-0271.

If mail service was used in the fraud, contact the U.S. Postal Inspection Service. This agency is helpful if any fraudulent utility bills or apartment leases show up on your credit report. U.S. Postal Inspectors: 1-877-876-2455.