

# DEPOSIT ACCOUNT AGREEMENT

Effective August 25th, 2022

## Welcome to the SAVE Market Savings Program

### PART I. GENERAL PROVISIONS

#### A. UNDERSTANDING THIS AGREEMENT

**1. INTRODUCTION:** This Deposit Account Agreement (the “Agreement”) contains the terms and conditions governing your consumer deposit account (“Account”), which is offered and provided by Webster Bank, N.A. and made available through Save Advisers LLC (“SAVE”). “Webster,” “Bank,” “we,” “us,” and “our” refer to Webster Bank, N.A., its affiliates, successors, or assignees. “You” and “your” refer to the individual that maintains one or more Accounts with us. All Accounts and banking services are provided by Webster. In addition, your Account is governed by an E-SIGN Consent Agreement, Funds Availability Policy, Truth In Savings Disclosure, Privacy and Opt-Out Notice, and various other disclosures, all of which, as they may be amended from time to time, are collectively referred to as “Account Disclosures” and are incorporated herein by reference.

**2. SAVE AS PROGRAM MANAGER: SAVE is not a bank and your Account is established and maintained exclusively by Webster.** SAVE is a non-bank financial technology company that acts as our program manager and service provider in connection with deposit accounts we provide to SAVE users. In that role, SAVE provides certain technology services, including providing access to your Account through SAVE’s website and mobile app (together, the “App”). Through the App, you can manage your Account, make deposits, and conduct other Account related transactions and activities. In addition, SAVE performs other Account management and customer service functions, as described in greater detail throughout this Agreement.

Separately, SAVE also provides investment advisory services to you in its capacity as a SEC registered investment adviser pursuant to the Save Advisory and Brokerage Agreements (the “SAVE Agreements”) you entered into with SAVE and not in its capacity as a service provider or program manager of Bank. You acknowledge and agree that the Bank has no responsibility for SAVE’s investment advice or any activities under, or that arise from, the Save Agreement.

**3. LEGAL EFFECT OF PROVISIONS IN THIS AGREEMENT:** This Agreement and the Account Disclosures, together with any changes we may later make to them, serve as Webster’s agreement with you governing your Account. By accepting the terms of this Agreement, you are entering into a legally binding contract that can only be modified as provided in this Agreement. In establishing an Account with us, you acknowledge and agree that our relationship with you is

that of debtor and creditor and that we are in no way acting as a fiduciary for you or for your benefit. We owe you only a duty of ordinary care. You should READ and RETAIN this Agreement so that you can refer to it whenever you have a question about your Account. If you have any questions concerning your Account, please call SAVE customer service at **1-844-940-7283**.

**4. EFFECT OF STATE AND FEDERAL LAWS AND REGULATIONS:** Your relationship with Webster is governed primarily by this Agreement, but it is also governed by the laws of the United States; the rules and regulations of the Board of Governors of the Federal Reserve System and various Federal Reserve Banks; the rules and regulations of the Consumer Financial Protection Bureau; the rules and regulations of other proper bank supervisory authorities and other governmental agencies; and the laws of the state of New York. Your Account is deemed to “reside” in New York. If state and federal law are inconsistent, or if state law is preempted by federal law, federal law governs. If any terms of this Agreement are found to be in violation of, or restricted by, applicable laws or regulations, those terms will be construed so as to conform to such law or regulation, but the rest of this Agreement will not be affected by such laws or regulations and will remain in full force and effect.

**5. HEADINGS:** The headings in this Agreement are for reference only. They do not limit the terms or provisions set forth herein. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. In some sections we provide examples. The examples are for illustrative purposes only and do not cover all of the situations that are covered by the section.

**6. IMPORTANT DEFINITIONS:**

**Business day:** For purposes of this Agreement, our business days are Monday through Friday, excluding bank holidays. Our business days are subject to change, from time to time, at our discretion. Except to the extent additional notice is required by law, any change in our business days or cutoff hour becomes effective on the day the new business days or cutoff hour is posted or otherwise communicated.

**Item:** All orders and instructions for the payment, transfer or withdrawal of funds from an Account, including, but not limited to, any Automated Clearing House (“ACH”) transaction or fund transfer.

**B. YOUR ACCOUNT**

**7. OPENING AN ACCOUNT:** We will open your Account when you have received and agreed to the terms of this Agreement; we have confirmed your identity and approved your application; and we have received any other documents that we may require to establish the Account. However, if we open the Account on our records and accept any deposit or process any other transaction, your Account will be considered open and subject to the terms of this Agreement. If you do not furnish us any information or document required of you in this Agreement, we have the right to close your Account at any time.

You must be at least eighteen (18) years of age to open an Account.

You acknowledge and agree that SAVE, as your investment adviser, is authorized to instruct the Bank on your behalf once your Account is open and until you notify the Bank that you’ve revoked such authorization. You further acknowledge and agree that the Bank is not responsible for any of the activities, including without limitation any investment advice or related transactions, that occur as a result of your relationship with SAVE or the SAVE Agreement.

In connection with the opening of your Account, SAVE may, as your investment adviser acting on your behalf pursuant to your SAVE Agreement, withdraw an amount (as determined by SAVE but made known to you, the "SAVE Withdrawal") to purchase an investment for you in a separate investment account that is not subject to this Agreement and that Bank is not responsible for. In accordance with your SAVE Agreement, SAVE will be responsible to credit back to your Account (the "SAVE Rebate") an amount that matches the SAVE Withdrawal. You acknowledge and agree that Bank is not responsible for the SAVE Withdrawal or the SAVE Rebate. The debit and credit associated with the SAVE Withdrawal and SAVE Rebate, respectively, will be viewable within your Account on the same day.

**8. CONSENT TO GATHER INFORMATION:** You authorize us to obtain information about you from credit reporting agencies and other third parties at the time you submit your application for an Account and, from time to time, thereafter, to verify your identity, review your credit history, and confirm account relationship. We have the right to report information about your Account to any credit reporting agency or to anyone to whom you give us as a reference. We may share client transaction and experience information with our affiliates.

**9. IDENTIFICATION NOTICE (USA PATRIOT ACT):** 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 opens an Account. When you open an Account, we will ask for your name, address, date of birth, social security number or individual taxpayer identification number, and other information that will allow us to identify you. We may also ask to see other identifying documents like a driver's license.

**10. COMPLIANCE:** You agree to comply with applicable laws and regulations including United States economic sanctions laws and regulations. You may not use your Account or related services for any illegal transactions or activity. We have the right to suspend use of your Account and prevent any transactions from occurring if we suspect there is fraud associated with your Account.

**11. OUR MODIFICATION OF THE AGREEMENT:** We reserve the right to modify the terms in this Agreement at any time and from time to time. Our ability to modify the terms of the Agreement includes the right to increase or decrease any fees, minimum balance/deposit requirements, limits on transactions, or any other term or condition to which your Account is or may be subject, as well as to establish new fees, requirements, terms or conditions. We may make changes without prior notice to you unless otherwise required by applicable law. Consistent with your E-SIGN Consent Agreement, if we are required by applicable law to provide prior written notice, we may modify the terms of this Agreement by electronic or paperless delivery of a notice of such modifications. You agree that failure to close your Account before the effective date of any such modification evidences your agreement to the modification.

**12. TERMINATION OF AGREEMENT/CLOSING OF YOUR ACCOUNT:** This Agreement can be terminated and/or your Account can be closed by either you or us at any time. You may terminate and/or close your Account through the App, or by calling SAVE at **1-844-940-7283** or by providing notice in writing to 6305 Yoakum Blvd. Suite 650, Houston, TX 77006. Such a termination will not release you from any fees or other obligations incurred before the termination, those you incur in the process of closing out your Account, or for your liability on outstanding items or other items we have handled as agent for you. You agree that notice of termination of this Agreement and/or closure of your Account by us will be

reasonable if it is sent to your email address as shown on our records or delivered via text message to your mobile phone on our records, at least ten (10) days prior to the date of the termination. You also agree that we may terminate this Agreement and/or suspend or close your Account without giving you prior notice if your Account has been overdrawn for a period of ten (10) consecutive days; if we have reason to believe that you are using your Account to facilitate a fraud or other crime; or if you violate the terms of the SAVE Agreement. We may also terminate this Agreement if the SAVE Agreement is terminated for any reason. We may require you to close your Account and to open a new Account if: (1) there has been a forgery or fraud reported or committed involving your Account, (2) you have too many transfers from your Account, (3) any provision of this Agreement is violated, or (4) your non-public information has been compromised. We are not responsible for payment of any withdrawal or other item once this Agreement is terminated and/or your Account is closed.

This Agreement continues to govern matters related to your Account even after your Account closes.

### C. NOTICES, STATEMENTS, AND OTHER COMMUNICATIONS

**13. NOTICES:** You can reach SAVE client service representatives by calling 1-844-940-7283. All notices, questions, and other communication concerning your Account should be directed to: [support@joinsave.com](mailto:support@joinsave.com)

Save Advisers, LLC.  
6305 Yoakum Blvd. Suite 650  
Houston, TX 77006.

Any written notice you give us is not effective until two (2) business days after we receive it, not counting the actual day of receipt, provided that we may recognize such notice earlier. Any written notice we send you is effective when sent to you via the address or email address in our records. You are responsible for notifying us of any change in your address, email address, or phone number. We may include a notice on your Account statement.

If a notice is returned to us undelivered, the change described in the notice is still effective and you are bound by it.

**14. ELECTRONIC AGREEMENTS:** You agree that we may make agreements with you by electronic means. Your authorization and consent to such an agreement, or your delivery of instructions, may be made by use of certain numbers, codes, marks, signs, personal identification numbers ("PINs"), public or private keys, or other means acceptable to you and us, to establish your identity and acceptance of the electronic communications. All electronic communications and agreements will be deemed to be valid and authentic, and you intend and agree that those electronic communications and agreements will be given the same legal effect as written paper communications signed by you. You agree that electronic copies of communications and agreements are valid, and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

As indicated on your E-SIGN Consent Agreement, by opening this Account you are acknowledging and agree to receive all of your Account Disclosures and other documents, disclosures, statements and notices associated with your Account electronically.

**15. YOUR WAIVER OF CERTAIN NOTICES:** You waive notice of non-payment, dishonor, or protest regarding any items credited to or charged against your Account.

#### D. ABANDONMENT OF ACCOUNT

**16. ESCHEAT IN GENERAL:** The balance in your Account may become unclaimed funds escheatable to the state of your last known address as shown by our records, if you have not, within the statutory period, caused any activity or received any payments with regard to the Account, indicated any interest in the Account, corresponded with us concerning the Account, or transacted any business on the Account with us.

If your Account is inactive, with no deposits or withdrawals being made for a period of two (2) years following the maturity date of the last active investment within your SAVE Client Account (Investment Account) held at APEX, your Account will become dormant. An Abandoned Account Processing fee may be charged to your Account before the funds are escheated to the state. This service charge is not refundable or otherwise restored to you. The Bank may stop posting Account statements if your Account is dormant for more than two (2) years.

**17. ADDITIONAL INFORMATION ON ESCHEAT SUBJECT TO NEW YORK STATE'S ABANDONED PROPERTY LAW:** If you are subject to New York State's Abandoned Property Law, your Account will be considered abandoned and the money in it will be turned over to New York State as abandoned property if, for three (3) consecutive years following the maturity date of the last active investment within your SAVE Client Account (Investment Account) held at APEX:

- No deposit was made;
- No withdrawal was made; or
- We have not received written notification indicating that you are aware of the Account.

You can reactivate your Account by doing any of the above before the money is turned over to New York State.

To reclaim money turned over to New York State, you must file a claim. Instructions and forms for making claims are available from:

New York State Comptroller  
Office of Unclaimed Funds  
110 State Street  
Albany, NY 12236  
[WWW.OSC.STATE.NY.US](http://WWW.OSC.STATE.NY.US)

#### E. RESOLVING DISPUTES

**18. ARBITRATION:** At your or our request, a dispute concerning your Account will be decided by arbitration under the consumer arbitration rules of the American Arbitration Association. Arbitration involves the review and resolution of the dispute by a neutral party. If either you or we choose arbitration, neither you nor we will have the right to litigate that claim in court or to have a jury trial on that claim. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. The arbitrator's decision generally will be final and binding.

**CLASS ACTION WAIVER: YOU AND WE AGREE THAT NO DISPUTES MAY BE ARBITRATED ON A CLASS ACTION BASIS. ARBITRATION CAN ONLY DECIDE YOUR OR OUR INDIVIDUAL CLAIMS AND SUCH CLAIMS MAY NOT BE CONSOLIDATED OR JOINED WITH CLAIMS OF OTHER PERSONS WHO MAY HAVE SIMILAR CLAIMS.**

Any arbitration hearing that you attend will take place in the federal judicial district where you reside. This arbitration provision shall survive closure of your Account or termination of all business with us.

**19. WAIVER OF TRIAL BY JURY:** To the extent permitted by law, if any dispute or claim results in a lawsuit, and neither you nor we have elected or requested arbitration, you and we knowingly and voluntarily agree that a judge, without a jury, will decide the case. The trial will be brought individually and not as part of a class action. If it is brought as a class action, it must proceed on an individual (non-class, non-representative) basis. **YOU KNOWINGLY AND VOLUNTARILY AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION LAWSUIT.**

**20. YOUR INDEMNIFICATION OBLIGATIONS AND LIMITATIONS ON OUR LIABILITY:** You agree to indemnify and hold us, our officers, directors, employees and agents harmless from any and all losses, or claims of any kind arising in connection with the services provided under this Agreement, except those losses, claims, and expenses (including attorney's fees and costs) arising out of our gross negligence or willful misconduct. You further agree to indemnify and hold us, our officers, directors, employees and agents harmless from any and all losses or claims of any kind arising out of actions we take or omit to take in good faith reliance upon instructions from you. You also agree to hold us harmless for failing to act on your instructions when we reasonably believe such instructions would cause us to be exposed to civil or criminal liability.

You agree that if we do not properly complete a transaction according to this Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevented the transaction, or if the transaction is prevented because the funds in your Account are or may be subject to legal process or other claim. We are not responsible or liable for any other entity's (not under our direct control) acts or omissions including, without limitation, any Federal Reserve Bank or transmission or communication facility.

**EVEN IF LIABILITY IS ESTABLISHED FOR ACTUAL DAMAGES, IN NO EVENT WILL YOU OR WE BE LIABLE TO YOU FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF WHETHER YOU OR WE MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS REQUIRED BY APPLICABLE LAW.**

The limitations and exclusions in this paragraph shall apply to all claims of every kind, nature and description whether arising from breach of contract, breach of warranty, gross negligence or other tort, and will survive the termination of this Agreement and all of your business with us.

**21. LIMITATION ON TIME TO SUE:** An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your Account or any Account service must be commenced within one year after the cause of action accrues.

**22. FORCE MAJEURE:** You agree we have no responsibility or liability to you or any third party for failure or delay in our performance under this Agreement or for any losses due to causes or conditions including, without limitation, delays and/or interruptions of business due to any act of God, natural disaster, pandemic, fire, act of government authority, act of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power failure, telecommunications failure, severe adverse weather condition or other causes beyond our reasonable control. The time, if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption.

**23. NO WAIVER OF OUR RIGHTS:** No course of dealing, delay or omission on our part in exercising any of our rights is a waiver by us of such rights or any other right. If we waive or otherwise fail to exercise any right, we may still insist on full enforcement of such right in the future.

**24. SYSTEMS AND SOFTWARE:** We are not responsible for any loss or damages you suffer as a result of the failure of systems and software you use to interface with our systems or systems and software you use to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third-party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software you use to process banking transactions and the ability of such systems and software to do so accurately.

## **PART II. FORM OF ACCOUNT OWNERSHIP**

**25. SINGLE OWNER CONSUMER ACCOUNT:** Your Account is a single-owner account for personal, family, or household purposes. You will be considered by us as the sole owner of the Account. You may not designate additional signatories or otherwise delegate your ability to use the Account to another person.

We do not offer or make available through the SAVE platform joint accounts, trust accounts, custodial accounts, “payable on death” designations, Totten Trust accounts, agency or fiduciary accounts, estate accounts, business accounts, organization accounts, or any other form of account other than a single-owner, individual account. An Account may not be opened on another person’s behalf, by power-of-attorney or otherwise. Only the individual person that will own the Account is authorized to open an Account.

We may establish your Account on our books as a “sub-account” of an omnibus account held by Webster for your benefit. If we elect to establish your Account as a sub-account, it will not affect the other terms and conditions of your Account or this Agreement, your Account’s eligibility for federal deposit insurance protection, the interest (if any) paid on your Account, the service charges imposed in connection with your Account, or the Truth in Savings disclosure given to you. You authorize us and SAVE to act as your agent to transfer funds between your sub-account and any such omnibus account. Your deposit and withdrawal capabilities are not affected by our election to establish a sub-account.

## **PART III. GENERAL RULES GOVERNING ACCOUNTS**

### **A. DEPOSITS**

**26. DEPOSITS:** You may make deposits by electronic fund transfers to your Account. The Funds Availability Policy provided to you and available in the App sets forth our policies relating to the availability of deposited funds. At this time we do not accept deposits by check,

money order, or any other method except as described herein.

We reserve the right to limit, refuse or return any deposit. All deposits must be of, or denominated in, United States currency.

You authorize us to accept transfers and other items for deposit to your Account if they are made payable to you. Any variation of a payee name, which, in our sole discretion, would reasonably indicate that you are intended to be the payee, shall be acceptable.

If we receive an item on a day that is not a business day or after our cutoff hour on a business day, the item is deemed to have been received on our next business day.

**27. COLLECTION OF ITEMS:** Even though we may credit your Account immediately when you make a deposit, we receive any item for deposit or collection as your collection agent, and we reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process. We assume no responsibility beyond the exercise of due care, and we may handle the collection of any such item in accordance with our usual practices. We will not be liable for default or negligence of our correspondents or for loss in transit, and each correspondent will not be liable except for its own negligence. Items and their proceeds may be handled in accordance with applicable regulations, clearing house association or fund transfer system rules, and contractual arrangements with other financial institutions. If an item is lost in processing, we have the right to charge your Account for the lost item immediately or after an investigation.

All deposited items are provisionally credited to your Account and subject to final payment and receipt of proceeds by us. Without prior notice to you, we may charge back any item to your Account at any time before final payment, whether the item is returned or not, and we may also charge back any item to your Account if, within the normal handling period for such item, the item cannot be honored against the drawer's account. We are authorized to pursue collection of previously returned or dishonored items.

If any item is returned to us, we may accept that return and charge the item back against your Account without regard to when the item was returned, even if doing so results in an overdraft in the Account. Furthermore, if, after an item deposited into your Account is finally paid, it is returned to us because someone has made a claim that the item was unauthorized or should not have been paid for some other reason, we may debit your Account for the amount of the item, even if doing so depletes all funds in the Account or results in an overdraft in the Account.

## B. WITHDRAWALS

### **28. WITHDRAWALS:**

You may transfer funds from your Account by ACH transfer using the SAVE App. Other than the SAVE Withdrawal, you may not make partial withdrawals from your Account. If you make a withdrawal other than the SAVE Withdrawal, you will be required to withdraw the full amount in your Account and the Account will be closed.

You agree that we may charge your Account for any withdrawal or transfer amount that you make or authorize someone else to make.

We may refuse to allow a withdrawal if you do not have sufficient available funds in the Account to cover the full amount of the withdrawal, there is a dispute about the Account



(unless a court has ordered us to allow the withdrawal), the Account is garnished or attached or otherwise subject to legal process, the Account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time.

If electronic debits or other orders of payment from your Account are issued by any third party, including SAVE, we bear no liability for such items.

If we receive an item that does not meet our requirements, we reserve the right to reject the item, impose a special fee for processing the item, or both. We also reserve the right to refuse a withdrawal or transfer request that is attempted by any manner not specifically authorized for your Account, is greater in frequency or number than that specifically permitted for your Account, or is for an amount less than any minimum withdrawal or transfer denomination required for your Account.

We will not honor checks drawn against your Account.

We reserve the right to require seven (7) days' prior written notice of withdrawal from your Account.

### C. ELECTRONIC FUNDS TRANSFERS

**29. GENERAL:** This Section C of Part III (Electronic Fund Transfers) explains provisions that apply to electronic fund transfers to or from your Account. These transfers are governed by Regulation E, which implements the federal Electronic Fund Transfer Act. These provisions do not apply to any fund transfer (including a wire transfer) that is a remittance transfer as defined in Regulation E, Subpart B. The electronic fund transfers we are capable of handling are indicated below.

**30: TYPES OF TRANSFERS AND TRANSFER LIMITATIONS:** We provide electronic fund transfer services that allow you to make deposits and transfers via ACH transfers through the SAVE App.

**A. App Transfers:** You may access SAVE's App using your mobile device or a personal computer to get Account information and make transfers to third parties from your Account. When you use the App on a mobile device, you may be charged access fees by your mobile phone service provider based on your individual plan. Internet access is needed to use this service. Check with your mobile phone service provider for details on specific fees and charges.

**B. Transfer Limitations:** You may not make partial withdrawals from your Account other than the SAVE Withdrawal. If you make a withdrawal other than the SAVE Withdrawal, you will be required to withdraw the full amount in your Account and the Account will be closed.

**31. PERIODIC ACCOUNT STATEMENTS:** We will provide notice of periodic Account statements via text message or through the SAVE App, and you can access Account statements through the SAVE App.

**32. LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS:** 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:

- If your Account is suspended when you request the transfer.
- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- If our system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the transfer appears suspicious and is blocked, based on a prohibited activity.

**33. CONFIDENTIALITY:** We will disclose information to third parties about your Account or the transfers you make:

- where it is necessary for completing transfers;
- in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- in order to comply with government agency or court orders;
- if you give us your written permission; or
- as explained in the Privacy and Opt-Out Notice.

**34. CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS:** Tell us **at once** if you believe your login credentials have been compromised, or if you believe that an electronic fund transfer has been made without your permission using information from your Account. Emailing SAVE customer service at [support@joinsave.com](mailto:support@joinsave.com) or calling SAVE customer service at 1-844-940-7283 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 that your login credentials have been compromised, you can lose no more than \$50 if someone used your login without your permission. If you do NOT tell us within two (2) business days after you learn that your login credentials have been compromised, you could lose as much as \$500. Also, if your Account statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the Account statement was delivered to you, you may not get back any money you lost after the sixty (60) days.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**35. ERROR RESOLUTION NOTICE:** Email SAVE customer service at [support@joinsave.com](mailto:support@joinsave.com) or call SAVE customer service at 1-844-940-7283 as soon as you can if you think your Account statement or a receipt is wrong or if you need more information about a transfer listed on a statement or receipt. We must hear from you no later than sixty (60) days after we send or make available the FIRST Account statement on which the problem or error appeared.

When you contact us:

1. 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 orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will issue a provisional credit to your Account within ten (10) business days of your complaint 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.

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

An Account is considered a new Account for thirty (30) days after you first deposit funds into 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. You may ask for copies of the documents that we used in our investigation.

**36. COMPROMISED ACCOUNTS:** We have the right to refuse a transaction on your Account when your login credentials have been compromised or when we reasonably believe there is unusual activity on the Account.

**37. BUSINESS DAYS:** Our business days are Monday through Friday, excluding bank holidays.

#### D. FUNDS TRANSFERS

**38. GENERAL:** The following special rules apply to any fund transfers you send or receive through us in connection with your Account that are not subject to the Electronic Fund Transfer Act or the Consumer Financial Protection Bureau's Regulation E. If any part of a fund transfer you send or receive is carried out by using Fedwire (which is a fund transfer system operated by the Federal Reserve Banks), then your rights and obligations are subject to the Federal Reserve Board's Regulation J. Article 4A of the Uniform Commercial Code includes provisions relating to fund transfers and the terms used in this Section D of Part III (Funds Transfers) have the meanings set forth in Article 4A.

**39. RECEIVING FUND TRANSFERS:** You acknowledge that we have given you notice that any credit we give you with respect to a fund transfer is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to your Account in connection with such entry. In such an event, the person who sent the fund transfer is not deemed to have paid you its amount.

You acknowledge that we will not give you next day notice of receipt of an ACH fund transfer item. Instead, you can view credits shortly after they have been credited to your Account through the SAVE App. In addition, we will notify you of the receipt of payments in your Account statements.

**40. SENDING FUND TRANSFERS:** For each fund transfer that you want to send through us, you must initiate the fund transfer through the App. Our cutoff times for processing fund transfer requests 2:20 p.m. ET for same-day ACH fund transfers, and 7:00 p.m. ET for all other ACH fund transfers. If we receive your request after that time, we will treat it as if it was received on our next business day.

We are not obligated to accept (and may reject without liability to you) any fund transfer request we receive from you. You will receive notice through the App by the end of our next business day if a funds transfer is rejected. If we accept your fund transfer request, we may use any intermediary bank, fund transfer system or other means of transmission in executing that request, even if they differ from those specified in your request.

You have no right to amend or cancel a fund transfer request after we have accepted it. We have no liability to you if we attempt to honor your amendment or cancellation request but are unable to do so. Moreover, you agree to reimburse us for any costs, losses or damages we incur in connection with any amendment or cancellation request you give us.

Your fund transfer request must identify the beneficiary, the beneficiary's address, the beneficiary's bank and one or more intermediary banks by name, by an identifying or bank account number, or by both name and number. We have no duty to determine whether your fund transfer request contains any inconsistent names and identifying or bank account numbers. Furthermore, you acknowledge that we have given you notice that, if your fund transfer request identifies the beneficiary both by name and by an identifying or account number, the beneficiary's bank may make payment of your requested fund transfer on the basis of the identifying or bank account number, even if it identifies a person different from the named beneficiary.

Similarly, you acknowledge that we have given you notice that, if your fund transfer request identifies the beneficiary's bank or any intermediary bank both by name and by an identifying number, we and any other bank through which your requested fund transfer is processed may rely on the number as the proper identification of the beneficiary's bank or any intermediary bank, even if it identifies a bank different than the one identified by name.

We will reflect payments we make in response to your fund transfer requests in your Account statements. If you believe a statement reflects a debit to your Account for an unauthorized fund transfer request or that there was some error in the way we executed your fund transfer request, notify us as soon as possible by sending us written notice, with a statement of relevant facts, within fourteen (14) days of the first date you receive the Account statement on which the debit for that fund transfer appears or otherwise receive transactional information regarding the fund transfer. If you fail to give us the required notice within that 14-day period, we will not be liable to you for any loss of interest or for any other compensation relating to the unauthorized or erroneous debit to your Account or because of any other discrepancy in the Account statement. Furthermore, in no event will we be liable to you or any other person or entity for any consequential, special or incidental damages relating to any unauthorized or erroneously executed fund transfer request.

#### E. PROTECTING YOUR ACCOUNT

**41. REVIEWING STATEMENTS AND ERROR NOTIFICATION:** We will maintain appropriate records of your Account. We will mail or make Account statements available

through the SAVE App when you log in to your Account. You agree to notify us promptly if you change your address, email address, or mobile phone number. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on such information, even if such information is erroneous. If any Account statement or notice thereof is returned to us because of an incorrect address, email address, or phone number, we may stop sending Account statements to you, in which case you acknowledge that we shall not be held liable for failing to make your Account statement available to you. In such case, it shall be considered as if we have provided you with your Account statement as of the statement date that was or would have been shown on your Account statement, showing payment of items and the items paid or the information sufficient to allow you to reasonably identify the items paid. You must review your Account statement for errors or unauthorized payments or transfers.

Except as noted in Section C of Part III (Electronic Fund Transfers) or other document applicable to electronic fund transfers, if your Account statement contains any errors or improper charges, you agree to notify us of any such errors or improper charges within fourteen (14) days of the first date on which we mailed the affected Account statement or otherwise made the transactional information available to you. If you do not notify us within that time, you are absolutely barred from bringing any action against us that is in any way related to the errors or improper charges. If we honor an item drawn on your Account that is fraudulent or improper, you agree to notify us within fourteen (14) days of the first date on which we made the Account statement available to you. If you do not so notify us, you are absolutely barred from bringing any action against us that is related in any way to the fraudulent or improper item. In any case, you are barred from bringing any action against us for multiple unauthorized transactions by the same wrongdoer if you do not notify us in writing within fourteen (14) days after we first made the Account statement available to you.

Failure to report a fraudulent or improper item within the time frames set forth above shall be deemed conclusive proof that you failed to exercise reasonable care and promptness in examining the statements and items of the affected Account and in notifying us after discovery of the fraudulent or improper item.

**42. FRAUD DETECTION AND DETERRENCE; IDENTITY THEFT:** Fraud has increased dramatically in recent years due to a number of factors, including increased access by criminal elements to high quality computer scanning and printing equipment and expedited funds availability mandated by Congress and the Board of Governors of the Federal Reserve System. There are several precautions you can and should take to decrease the risk of unauthorized debits to your Account. Such precautions include, but are not limited to:

- Safeguarding critical identity information such as your Account number;
- Safeguarding electronic access devices and your login credentials;
- Promptly and carefully reviewing each Account statement for unauthorized debits, and promptly reporting any claims to us;
- Reviewing online activity and statements for unauthorized activity on a regular basis and upon any suspicion that your login credentials may have been compromised; and
- Closing your Account immediately upon discovery of any known or suspected unauthorized debits.

## F. OTHER TERMS

**43. SETOFF AND SECURITY INTEREST:** If your Account has a negative balance for fifteen (15) days or more, we have the right under the law to use the money from another account you have with us at the Bank to pay the debt (this right is known as the right of “setoff”). In addition, you grant us a security interest in your Account so that the balance in the Account is collateral for any current or future obligation you owe us (whether as a borrower, a guarantor, a debtor or otherwise). We may use the money to pay the debt even if withdrawal results in an interest penalty or insufficient funds to cover outstanding items. The security interest granted by this Agreement is consensual and is in addition to our right of setoff. However, the right of setoff and security interest may not apply to your other account with us if: (1) it is an IRA or a tax-deferred Keogh Retirement Account (but this does not affect our rights under any consensual security interest); (2) the debt is created by a consumer credit transaction under a credit card plan; or (3) our records demonstrate to our satisfaction that your right of withdrawal arises only in a representative capacity (for example, only as an authorized signer, attorney-in-fact, or a fiduciary).

Neither we nor our affiliates will be liable to you if our setoff from your Account leaves insufficient funds to cover outstanding items. You agree to hold us and our affiliates harmless from any claim arising as a result of the exercise of our right of setoff.

**44. LEGAL PROCESS AGAINST ACCOUNT:** If legal action such as an attachment, garnishment, levy or other state or federal legal process (“legal process”) is brought against your Account, we may refuse to permit (or may limit) withdrawals or transfers from your Account until the legal process is satisfied or dismissed. If we receive any document that purports to be legal process, you authorize us to accept and comply with it, no matter how we received it.

You direct us not to contest, on your behalf, any such legal process and to take action to comply with such process as we determine to be appropriate in the circumstances without liability to you, even if any funds we may be required to pay out leaves insufficient funds to cover outstanding items. Any legal process against your Account is subject to our right of setoff and security interest. You agree that because we may have operations in numerous jurisdictions and states other than where your Account was opened, if we are served with any process as referenced above in any jurisdiction or state, we may recognize and honor such service of process.

You agree that if we incur any expense due to any legal proceedings involving your Account including a subpoena, a restraining notice, a search warrant (and related expenses due to an attachment, garnishment, or levy upon your Account, including, but not limited to, court costs and attorneys’ fees), you will reimburse us for such expense, or we may charge any portion of such expense to your Account. We may restrict the use of your Account if it is involved in any legal proceeding. You also agree that any action we may take to obtain reimbursement from you for any costs or expenses may also be taken against your estate, heirs, legal representatives and successors, who shall be liable for any claims made against and expenses incurred by you or them.

**45. CONFLICTS/DISPUTES:** If we receive an actual or potential claim from a third party or legal owners regarding your Account, any deposit, transfer, credit or other transaction involving your Account, or conflicting instructions or claims from authorized users or persons claiming to be authorized users, you grant to us full discretion to freeze your Account and not honor any further transactions until the claim is resolved, or we may, at our discretion, choose

not to pay out any money from your Account until we receive consistent instructions from all parties or a court order, all without liability to us. We may also, without liability to you, close the Account and issue a check made payable to you and each claimant, as we deem necessary, or we may interplead the funds into court. We may charge interest on any loss at a rate not to exceed the maximum legal rate. You agree to reimburse us for any loss, interest expense, costs or other expenses including, without limitation, attorneys' fees and the costs of litigation, arbitration or other dispute resolution (to the extent permitted by law) that we incur as a result of any dispute involving your Account, and you authorize us to deduct any such loss, interest expense, costs, or other expenses from your Account without prior notice to you. This obligation includes any dispute between you and us involving the Account and situations where we become involved in any dispute between you and an authorized user, or if a third party takes action with respect to the Account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**46. OTHER ADVERSE CLAIMS:** If we receive notice of an actual or potential adverse claim to your Account or the funds in it, we may in our discretion refuse to pay out any money from your Account for a reasonable period of time after receipt of notice of the actual or potential claim. Although we reserve the right to refuse to pay out any money from your Account if we receive notice of an actual or potential claim, we are not required to recognize any adverse claim unless:

1. the claimant provides us with an acceptable bond indemnifying us against any and all liabilities, losses, damages, costs, and expenses that we might incur in connection with payment of the adverse claim and any resulting dishonored items,
2. the claimant has obtained an order from a court of competent jurisdiction in a case in which you are a party and have been served with a summons, or jurisdiction has been invoked by other authorized means, or
3. you act as a fiduciary for the claimant and the claimant gives us an affidavit setting forth the nature of the fiduciary relationship and the facts upon which the claimant has reasonable cause to believe that you are about to misappropriate the funds.

**47. DEATH OR INCOMPETENCE:** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge, we may, for ten (10) days after the date of death, pay items drawn or initiated on or before the date of death unless ordered to stop payment by a person claiming an interest in the Account.

**48. FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS:** You agree to pay us, or have us deduct from your Accounts, such fees and service charges as we may, from time to time, impose pursuant to this Agreement or the terms of the Account Disclosures. You are liable for any Account deficit resulting from fees and service charges, whether caused by you or another person authorized to withdraw from your Account, together with the costs we incur to collect that deficit, including our attorneys' fees. You agree to comply with any minimum balance/deposit requirements we may, from time to time, impose on your Account.

**49. CREDIT INFORMATION:** We may, from time to time, without notice to you except as required by law, respond to requests for information about your credit or other experiences with you or your Account and may provide information about you and your Account to credit

and check reporting agencies and to our subsidiaries or affiliates. If you are an individual, you have the right to prohibit us from sharing other information about your employment and credit history, information on your application, and any other information among our affiliated companies to the extent permitted by the Fair Credit Reporting Act. If you would like to exercise this right, you must email SAVE customer service at [support@joinsave.com](mailto:support@joinsave.com) 1-844-940-7283 You may receive additional notices of the right to opt-out, but you only need to respond once to exercise this right.

**50. TRANSFER OF OWNERSHIP:** Your Account is not transferable except on our books and records and in our sole discretion. If, after you submit a written request, we allow you to transfer the Account, we may require that the Account be closed and a new Account opened. You may not pledge this Account as collateral for any loan.

**51. TELEPHONE MONITORING:** The Bank or SAVE may randomly monitor client service telephone conversations to ensure courteous and efficient service. When the Bank or SAVE speaks with you on the telephone, you agree that the call may be monitored without further notice to you. The Bank and SAVE usually do not record telephone calls without notice.

When you give us a telephone number, including a mobile phone number, you give us permission to contact you at that number about your Account. Your consent allows us to contact you using text messages, artificial or prerecorded messages and automatic dialers. Message and data rates may apply. You may contact us anytime to change these preferences. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your Accounts to that address.

**52. CALLS AND MESSAGES TO YOUR MOBILE DEVICE:** You agree that we or our agents or service providers may contact you regarding any matter for any non-telemarketing reason (e.g., processing service requests), using any kind of telecommunications technology at any email and telephone number you provide to us, including the phone number for your mobile device. You agree to receive these calls and messages. In addition, when you give us a telephone number, including a mobile phone number, you give us permission to contact you at that number about all of your Accounts. Your consent allows us to contact you using text messages, app-driven notifications and artificial or prerecorded messages. Message and data rates may apply. You agree that we may send servicing messages (such as transaction reports, fraud alerts and hold alerts) related to your Accounts to any email address you provide. You also agree that we may send text messages to any phone number for your mobile device you provide to us. You understand and accept that your service provider may charge you for these calls and messages consistent with applicable law.

**53. SERVICE ALERTS:** From time to time, we may provide automatic Account alerts regarding certain Account activities or when certain changes are made to your Account, such as a change in your email address, telephone number or password. If we choose to send these alerts, you do not need to activate them, as they are automatically activated for you.

**54. ELECTRONIC MESSAGES:** You acknowledge that data, including emails, may be accessed by unauthorized third parties when communicated between you and us using the Internet (for example, by such third-party downloading spyware or malware onto your computer), telephone, or other electronic devices. We are not responsible for any misdirected data or disclosures that occur as a result of your use of third-party electronic communication channels.



## **FUNDS AVAILABILITY POLICY**

Effective Date: August 25<sup>th</sup>, 2022.

### **Determining the Availability of a Deposit**

The number of days for your deposit to become available is counted in business days from the day of your deposit. Our business days are Monday through Friday, excluding bank holidays. Deposits made after 2 p.m. ET on a business day or on a Saturday, Sunday, or bank holiday, are considered received on the next business day.

When your deposits are made available varies depending on the type of deposit, as explained below.

### **Same Day Availability**

Funds from electronic deposits to your Account, including ACH transfers will be available on the day we receive the deposit.

## **TRUTH IN SAVINGS DISCLOSURE**

Effective Date: August 25<sup>th</sup>, 2022

This disclosure constitutes your Truth In Savings Disclosure for your SAVE Market Savings deposit account (“Account”) provided to you by Webster Bank, N.A. (“Webster,” “we” or “us”) and contains the terms and conditions governing your Account. You have entered into a Deposit Account Agreement, and your Account is subject to that agreement.

### **Rate Information**

Your Account is a non-interest-bearing account.

### **Minimum Balance Requirements**

#### **One (1) year term:**

There is a minimum balance requirement of **\$1,000** to open an Account.

#### **Two (2) and Five (5) year terms:**

There is a minimum balance requirement of **\$5,000** to open an Account.

### **Account Fees**

We will not charge you any fees in connection with your Account.

### **Transaction Limits**

Except as provided in the Deposit Account Agreement, you may not make partial withdrawals from or additional deposits to your Account. If you make a withdrawal other than as provided for in the Deposit Account Agreement, you will be required to withdraw the full amount in your Account and the Account will be closed.