

nbkc bank

SAVINGS GOALS ACCOUNT AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ("ARBITRATION" SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

"CUSTOMER SERVICE" CONTACT INFORMATION:

Mailing Address: 8320 Ward Parkway

Support Email: online@nbkc.com

Website: nbkc.com

Customer Service Phone Number: (866) 931-0850

This agreement contains the Consumer Savings Goals Account Agreement (the "Agreement") for the interest bearing savings goals account ("Goal Account") made available by nbkc bank, a bank chartered under the laws of the state of Kansas (the "Bank"), member of the Federal Deposit Insurance Corporation ("FDIC"). "You," "your," and "Account Owner" refer to the owner of the Goal Account.

Goal Accounts allow Bank customers who maintain deposit accounts with Bank via a "Goal Account" to establish a separate account for the purpose of storing funds associated with a specific "Goal" whether it is specifically defined (e.g., saving for a house, a boat, etc.) or not.

You may submit a request to open a Goal Account at the website at <https://secure.nbkc.com/nbkcbankonline/Uux.aspx> (the "Website") or by using the mobile banking application (the "Mobile App"). Unless otherwise agreed to by Bank, the Goal Account is not designed for business use, and Bank may close the account if it determines it is being used for business purposes. Bank may refuse to process any transaction(s) it believes may violate the terms of this Agreement or applicable law.

Bank's privacy policy is available at <https://www.nbkc.com/security/privacy-policy> and is considered part of this Agreement.

Bank's business days are Monday through Friday, excluding federal holidays.

1. Description of your Goal Account

1.1 Goal Account Eligibility

The Goal Account is available only to customers who are existing account holders of Bank with a supported Goal Account ("Existing Account"). The Goal Account is also available only to citizens and permanent residents of the fifty (50) United States ("U.S.") and the District of Columbia who are at least 18 years of age, 19 in Alabama and Nebraska, and 21 in Mississippi and Puerto Rico, with a valid Social Security number or Tax Identification Number. You must agree to accept electronic, rather than paper statements. Your acceptance of electronic statements means: (i) you must keep Bank supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (like end-of-year tax forms and electronic statements).

Bank may use information from third parties to help Bank determine if Bank should open your Goal Account.

1.2 Important information about procedures for opening a new Goal Account

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO

OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS A GOAL ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN A GOAL ACCOUNT, BANK MAY ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW BANK TO IDENTIFY YOU. BANK MAY ALSO ASK TO SEE A COPY OF YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENTS.

1.3 The Goal Account

The Goal Account consists of the interest bearing online account used to hold your deposits from your linked existing deposit account with Bank and make limited transfers.

The Goal Account does not have the same features as a primary deposit account or your Existing Account; for example, there is no debit card connected to the Goal Account, no direct bill payment service) or person-to-person transfer service features, no mobile deposit, no paper checks, no external transfers and no book transfers initiated directly to other Bank customers from the Goal Account.

A Goal Account cannot be used for overdraft protection on any primary deposit account(s) including, without limitation, your Existing Account; money will not be transferred automatically from your Goal Account to any primary deposit account(s) including, without limitation, your Existing Account, to cover a transaction, should there be insufficient funds in any of your primary deposit account(s) including, without limitation, your Existing Account.

1.4 Titling and Ownership

Based upon the type of account(s) offered and subsequent ownership that you have designated, the following terms and conditions apply.

A. Individual Accounts

Unless multiple-party account functionality is supported, the Goal Account may only be owned and titled in the name of one (1) person who shall solely retain the right to direct the deposit or transfer of funds. The Goal Account cannot be owned or titled jointly, by an organization, as Payable on Death ("P.O.D.") or "In Trust For" ("ITF").

B. Multiple-Party Accounts

If Goal Accounts with more than one owner are supported then this Section 1.4.B. will apply.

Joint Account Ownership – A Goal Account with two or more will be a joint account. Joint Account Owners will be considered as tenants in common with no right of survivorship.

1. Tenants in Common With No Right of Survivorship.

If your Goal Account is a joint account without right of survivorship, upon the death of one of the joint Account Owners, that person's proportionate ownership interest will pass to the estate of the deceased Account Owner. If a Payable on Death (P.O.D) account with more than one Account Owner is opened without survivorship between Account Owners, upon the death of an Account Owner, the decedent Account Owner's proportionate ownership interest in the Goal Account is owned by the surviving P.O.D. payee(s) instead of passing to the decedent Account Owner's estate. P.O.D. designations are subject to the P.O.D. Goal Account rules as stated below.

2. Joint Tenants With Right of Survivorship and Not as Tenants in Common

If your Goal Account is a joint account with right of survivorship, upon the death of one of the joint Account Owners, that person's ownership interest in the Goal Account will immediately pass to the other joint Account Owners. If your Goal Account also contains a payable on death (P.O.D.) designation, upon the death of the last remaining Goal Account Owner, ownership of the funds

belongs to the payable on death payee(s). P.O.D. designations are subject to the P.O.D. Goal Account rules as stated below.

Each joint Account Owner, without the consent of any other Account Owner, may, and hereby is authorized by every other joint Account Owner, to make any transaction permitted under the Agreement, including without limitation: to withdraw all or any part of the account funds; to pledge the account funds as collateral to Bank for any obligation, whether that of one or more Account Owners or of a third party; to endorse and deposit checks and other items payable to any joint Account Owner; to give stop payment orders on any check or item, whether drawn by that Account Owner or not; and, to close the account, with the disbursement of account proceeds as instructed by the joint Account Owner. Each joint Account Owner is authorized to act for the other Account Owners and Bank may accept orders and instructions regarding the account from any joint Account Owner. If Bank believes there to be a dispute between joint Account Owners or Bank receives inconsistent instructions from the Account Owners, Bank may suspend or close the account, require a court order to act, and/or require that all joint Account Owners agree in writing to any transaction concerning the account.

Your obligations under the Agreement are joint and several. This means that each joint Account Owner is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint Account Owner benefited from the withdrawal. If you establish a joint account without the signature of the other joint Account Owners, you agree to hold Bank harmless for reliance upon your designation of the other joint Account Owners listed on Bank's documents. Further, the Goal Account is subject to the right of setoff as set forth in Section 2.5 "Right to Set Off."

1.5 Death or Incapacitation

You or your appointed party, designee, or appointed individual agree to notify Bank promptly if you become legally incapacitated, are deemed incompetent, or die. Bank will continue to accept deposits and process transaction instructions into and from the Goal Account until Bank is: (a) notified of your death or adjudication of incompetency and (b) has a reasonable opportunity to act. You agree that, even if Bank has knowledge of your death Bank may pay or process transactions involving the Goal Account on or before the date of death for up to ten (10) days after that date unless ordered to stop by someone claiming interest in the Goal Account. Bank may require additional documentation to confirm any claims made on the Goal Account.

1.6 Power of Attorney

Bank may, but is not required to, honor your orders and instructions to give another person authority to make transactions on your Goal Account by giving power of attorney to another individual. The Account Owner and person executing power of attorney over a deposit account is known as the "Principal." The person granted Power of Attorney for the Principal is known as the "Agent." Bank may refuse to accept a power of attorney for reasonable cause, and Bank may require the Agent to sign an affidavit stating that the power of attorney presented to Bank is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible to provide Bank with any information if an affidavit presented to Bank is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify Bank in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until a) Bank receives written revocation from the Principal; b) Bank receives written notification of the Principal's death, or c) Bank receives written notification of the death or incapacity of the Agent.

1.7 Bank's Relationship With You

This Agreement and the deposit relationship do not create a fiduciary relationship with Bank.

1.8 Indemnification

At Bank's request, you agree to defend, indemnify, and hold harmless Bank and Bank's parents, subsidiaries, and other affiliated companies, Bank and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. Bank reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

2. GENERAL RULES GOVERNING THE GOAL ACCOUNT

The Goal Account and your obligations under this Agreement may not be assigned. Bank may transfer Bank's rights under this Agreement. Use of the Goal Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. Bank does not waive Bank's rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Kansas except to the extent governed by federal law.

2.1 Goal Account Funding

Your Goal Account may only be funded through your Existing Account. You can transfer funds from you Existing Account to your Goal Account by logging into the Website or Mobile App.

2.2 Problems That Could Occur with Deposits

Overpayments and Reversals. If funds are deposited or transferred into your Goal Account by mistake or otherwise, Bank may correct the situation by deducting the amount of the deposit from your Goal Account without prior notice to you. If there are not enough funds in your Goal Account at that time, your Goal Account could become overdrawn. See Section 2.4 "No Overdrafts" and 2.5 "Right to Set Off" below for more information about what could occur if your Goal Account has a negative balance.

2.3 No Deposits in Cash, Paper Checks or Foreign Currency

You may not deposit funds into your Goal Account by any means other than a transfer from your Existing Account, including by cash, paper checks, or foreign currency. Bank is not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by Bank.

- Cash - Bank does not accept deposits made in cash. If you mail a cash deposit, the cash will be sent back to the address Bank has for you on file.
- Paper Checks – Bank does not accept Goal Account deposits made in Personal checks, cashier's checks, or money orders. All checks and money orders sent to Bank for deposit will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be deposited to the Goal Account at Bank's discretion.
- Foreign Currency – Bank does not accept deposits in foreign currency. Any deposits received in foreign currency, cash or check, will be sent back to the address Bank has for you on file.

2.4 No Overdrafts

You are not permitted to overdraw your Goal Account. If the available balance in your Goal Account is not sufficient to cover any withdrawal you have authorized, Bank may refuse to process the withdrawal. If your Goal Account balance becomes negative for any reason, you must make a

deposit immediately to cover the negative balance. If your Goal Account has a negative balance for an extended period of time and you have another account with us, Bank reserves the right to exercise Bank's right to set off. See Section 2.5 "Right to Set Off" below for details. If your Goal Account has a negative balance for thirty (30) calendar days or more it will be closed. In the event you fail to pay the amount of any overdraft and Bank refers your overdrawn account to an attorney for collection, you agree to pay all reasonable expenses, including, but not limited to, reasonable attorney's fees and court costs incurred by Bank as a result of your account being overdrawn.

2.5 Right to Set Off

If the balance of your Goal Account should become and then remain negative, Bank can use the funds in any of your accounts to repay the negative balance. This means Bank has the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with Bank. Further, you grant Bank a lien on and security interest in the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to Bank, now or in the future.

2.6 Legal Processes Affecting Goal Accounts

If legal action such as a garnishment, levy or other state or federal legal process ("Legal Process") is brought against the Goal Account, Bank may refuse to permit (or may limit) transfers from it until the Legal Process is satisfied or dismissed. Regardless of the terms of such garnishment, levy or other state or federal process, Bank has first claim to any and all funds in your Goal Account. Bank will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as Bank determines to be appropriate in the circumstances without liability to you, even if any funds Bank may be required to pay out leaves insufficient funds for a transfer you have authorized. Payment is made after satisfying any fees, charges or other debts owed to Bank. You agree that you are responsible for any expenses, including legal expenses and fees Bank incurs due to any Legal Process affecting your Goal Account. Bank may charge these expenses to your Goal Account. You will indemnify Bank for any losses if Bank does this.

2.7 Goal Account Inactivity and Escheatment

A Goal Account that is inactive for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment and Bank may be required to send the balance in your Goal Account to the state of your last known address. Bank will make all reasonable efforts to contact you before transferring the remaining balance of your Goal Account to the applicable state. For a Goal Account with an international address, the funds will be transferred to the State of Kansas.

2.8 Consent to Use Electronic Signatures and Communications and Statements

To the fullest extent permitted by law, this Agreement, account statements, notices and other communications (collectively, "Communications") from Bank to you regarding your account(s) and related services with Bank may be provided to you electronically, and you consent and agree to receive those communications in an electronic form. Electronic Communications may be posted on the pages within the Website and/or delivered to your email address. You may print a paper copy of or download any electronic communication and retain it for your records. All Communications in electronic format will be considered to be "in writing," and to have been received on the day of posting, whether or not you have received or retrieved the Communication. Bank reserves the right to provide Communications in paper format.

Your consent to receive Communications electronically is valid until you revoke your consent by notifying Bank of your decision to do so. If you revoke your consent to receive Communications electronically, we will terminate your right to use the Website and/or Mobile App or to obtain or maintain account(s) and related services, and you accept sole liability for resulting from an involuntary termination of your Goal Account(s) and related services, to the extent permitted by law.

Except as expressly provided otherwise in this Agreement, Bank will mail, send electronically, or otherwise make Communications available to you. Please review promptly all Communications Bank delivers or makes available to you. If Communications are mailed to you, they will be delivered to you at the postal address shown in Bank's records. If Communications are sent to you electronically, they will be delivered to you at the email address shown in Bank's records or otherwise made available to you on the Website and/or Mobile App. However, Bank retains printable versions of your account statements for seven (7) years, or longer periods as may be required by applicable law. You agree to give notice of any change of your postal or email address. Any Account Owner or authorized signer of a joint account may change the mailing address for your Account. Notice to any one Account Owner shall constitute notice to all joint Account Owners in a joint account.

2.9 Statements

Statements will be sent to the email address you provided upon opening your Goal Account, or will otherwise be made available to you on the Website or Mobile App on periodic basis at approximately monthly intervals if you have transacted on your account or quarterly if no transactions have occurred unless Bank specifies to you another interval period when you open your account or thereafter. The Goal Account statement will describe each item by item number (where appropriate), amount, and date of debit or credit. If Bank complies with the foregoing provisions of this Section, you agree that the statement and items all have been made available to you in a reasonable manner.

Electronic statements are available to view and print on the Website or Mobile App (if available). Goal Account statements are considered to be correct. Carefully review your statement each statement cycle and notify Bank of any errors within sixty (60) days of your statement becoming available.

2.10 Special Rules for New Goal Accounts

Goal Accounts open less than thirty (30) days or Goal Accounts may be limited in functionality. Transfers to your Goal Account may be given provisionally for a reasonable amount of time. Additionally, certain transfer limits may be lower during this time as indicated in the following Sections, "Goal Account Funding," "Goal Account Withdraws and Transfers," "Electronic Banking Services," and "ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS".

2.11 Number of Transfers

There are no limits to the number of transfers you may make to or from a Goal account. Goal Account transfers can be cancelled at any time and/or reconfigured for different objectives.

2.12 Illegal Transactions

You may not use your Goal Account for online gambling, any illegal transaction or for car rental transactions. Bank may refuse to process any transaction that Bank believes may violate the terms of this Agreement or applicable law. You acknowledge and agree that Bank has no obligation to monitor, to review or to evaluate the legality of your transactions. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if that transaction is determined to be illegal.

3. ELECTRONIC FUNDS TRANSFER DISCLOSURES AND SPECIAL TERMS AND CONDITIONS

Your Goal Account cannot be used for the purpose of initiating direct deposits or debits to your Goal Account.

3.1 Electronic Funds Transfer Services

When you authorize transfers to or from your Goal Account, you agree to these terms and conditions.

Types of Electronic Funds Transfers Available

- You may transfer funds from your Goal Account to your Existing Account.

Limitations on Transfers, Amounts and Frequency of Transactions

- At Bank's discretion, the number and amount of transfers per day or month may be limited.

Right to Receive Documentation of Electronic Funds Transfers

- Statements. You will have access to an electronic monthly statement that can be viewed on the Website or Mobile Apps (if available).

Right to Stop Payment of Preauthorized Transfers and Procedures for Doing So

- You are not allowed to schedule a one-time ACH transfer or recurring ACH transfers a Goals Account.

3.2 Your Liability for Unauthorized Transfers

Contact Customer Service **immediately** if you believe your Goal Account number has been stolen. Telephoning is the best way to minimize your possible losses.

If you believe your Goal Account number has been lost or stolen, or that someone has transferred or may transfer money from your Goal Account without your permission, contact Customer Service. If you notify Customer Service within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Goal Account without your permission. If you do not notify Bank within two (2) business days after you learn of the loss or theft of your Goal Account number and Bank can prove that Bank could have stopped someone from using your Goal Account without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify Customer Service at once following the procedures stated in the Section 3.6 below labeled "Information About Your Right to Dispute Errors." If you do not notify Bank within sixty (60) days after you become aware of the transaction(s) and/or the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if Bank can prove that Bank could have stopped someone from taking value if you had notified Bank in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, Bank will extend the time periods. If your Goal Account number has been lost or stolen, Bank will close Goal Account to keep losses down or issue you a new Goal Account number.

3.3 Our Liability for Failure to Complete Transactions

If Bank does not properly complete a transaction between your Goal Account on time or in the correct amount according to Bank's Agreement with you; Bank will be liable for your losses or damages. However, there are some exceptions. Bank will not be liable, for instance:

- If through no fault of Bank, you do not have enough funds available in your Goal Account to complete the transfer;

- If access to your Goal Account or linked account has been blocked after you reported your Goal Account number or linked account number lost or stolen;
- If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- If Bank has reason to believe the requested transaction is unauthorized;
- If circumstances beyond Bank's control (such as fire, flood, or computer communication failure) prevent the completion of the transaction, despite reasonable precautions that Bank has taken; or
- Any other exception stated in Bank's Agreement with you.

3.4 Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, or if you think your statement is wrong or if you need more information about a transaction listed in the statement contact Customer Service. Bank must allow you to report an error until sixty (60) days after the earlier of the date you electronically accessed your Goal Account, if the error could be viewed in your electronic history, or the date Bank sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by contacting Customer Services. You will need to provide:

- Your name, email address associated with your Goal Account and Goal Account number (if any);
- Why you believe there is an error, and the dollar amount involved; and
- Approximately when the error took place.

If you provide this information orally, Bank may require that you send your complaint or question in writing within ten (10) business days.

Bank will determine whether an error occurred within ten (10) business days after Bank hears from you and will correct any error promptly. If Bank needs more time, however, Bank may take up to forty-five (45) days to investigate your complaint or question. If Bank decides to do this, Bank will credit your Goal Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. If Bank asks you to put your complaint or question in writing and you do not provide it within ten (10) business days, Bank may not credit your Goal Account.

For errors involving new Goal Accounts, Bank may take up to ninety (90) days to investigate your complaint or question. For new Goal Accounts, Bank may take up to twenty (20) business days to credit your Goal Account for the amount you think is in error.

Bank will tell you the results within three (3) business days after completing the investigation. If Bank decides that there was no error, Bank will send you a written explanation. Copies of the documentation used in the investigation may be obtained by contacting Bank at the phone number or address shown at the beginning of this Section. If you need more information about Bank's error-resolution procedures, call Customer Service, or visit the Website.

4. General Funds Availability Policy

Information contained in this Section is provided to assist you in understanding Bank's Funds Availability Policy.

All transfers are completed electronically. You will have immediate availability to your funds once they are transferred from the Goal Account to your Existing Account or from the Existing Account to the Goal Account unless notified otherwise by Bank.

5. TRUTH IN SAVINGS DISCLOSURES

Opening Deposit and Balance Requirements

There is no minimum deposit requirement to open a Goal Account. While there are no minimum or maximum balance requirements, a Goal Account with a zero (0) balance for seventy-five (75) days will be subject to closure. See the paragraph labeled "Amendment and Cancellation" below for additional details.

Notice Requirements (Effective February 1, 2021)

Federal regulations require us to retain the right to require you to give at least seven (7) days' notice in writing prior to any intended withdrawal from a negotiable order of withdrawal ("NOW") Goal Account. Although we usually pay withdrawals without notice on these accounts, doing so does not mean that we give up this right.

Rate Information

The current interest rate and Annual Percentage Yield ("APY") for the Goal Account appear in the Interest Rate Schedule shown below. This is a variable rate account. Bank may, at Bank's discretion, change the interest rate and APY for the Goal Account at any time. Interest begins to accrue no later than the business day the deposit is applied to the Goal Account. Interest will be compounded daily and credited to the Goal Account on a monthly basis.

As of the Effective Date of this Agreement.

INTEREST RATE	ANUAL PERCENTAGE YIELD (APY)
.15%	.15%

Goal Account interest is calculated using the daily balance calculation method. This method applies a daily periodic rate to the principal balance in the Goal Account each day. There are no minimum or maximum balance restrictions on the Goal Account.

6. OTHER AGREEMENT TERMS

6.1 No Warranty of Availability or Uninterrupted Use

From time to time, services and the Goal Account may be inoperative. When this happens, you may be unable to access the Website, and you may be unable to use the Goal Account or obtain information about the Goal Account. Please notify Bank if you have any problems using the Goal Account or Website. You agree that except as required by applicable law, Bank will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall Bank be liable for extended interruptions due to failures beyond Bank's control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

6.2 Limitation of Liability

Except as required by applicable law, Bank shall have no liability to you if Bank is unable to complete a transaction for any reason beyond Bank's control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, Bank, its affiliates, and the parties with whom Bank contracts in order to offer your Goal Account and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the your Goal Account, any products or services purchased using the Goal Account, or this Agreement (as well as any related or prior agreement you may have had with Bank).

6.3 English Language Controls

Any translation of this Agreement is provided for your convenience. The meaning of the terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

6.4 Goal Account Service

For Goal Account service assistance or additional information regarding your Goal Account, please contact Customer Service via the Customer Service contact information provided above.

6.5 Telephone Monitoring/Recording

From time to time Bank may monitor and/or record telephone calls between you and Bank to assure the quality of Bank's customer service or as required by applicable law.

6.6 Amendment and Cancellation

Except as otherwise required by applicable law, Bank may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement at the Website, and any such amendment shall be effective upon such posting to the Website. The Agreement is also available on the Website. You will be notified of any amendment(s) in the manner provided by applicable law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, Bank may implement it without prior notice.

Bank may cancel or suspend your Goal Account or this Agreement at any time. You may cancel this Agreement by contacting Customer Service to close your Goal Account. Your cancellation of this Agreement will not affect any of Bank's rights or your obligations arising under this Agreement prior to cancellation.

If your Existing Account is cancelled, closed or terminated for any reason, you will have thirty (30) calendar days to open a new account with Bank via the Goal Account services. If you do not open a new account within have thirty (30) days, your Goal will be closed.

If your Goal Account is cancelled, closed or terminated for any reason, you may request the unused balance be returned to you via check to the mailing address Bank has in its records. If your Goal Account is closed prior to the end of the statement cycle, any accrued interest earned for that cycle will be forfeited. For security purposes, you may be required to supply identification, external account, and address verification documentation prior to issuing a refund check. Allow fourteen (14) days for processing of such balance return. Bank may refuse to honor any checks issued on your Goal Account which are presented to Bank for payment after your Goal Account is closed. In the event the program is cancelled, closed, or terminated, Bank will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Goal Account balance, will be in the notice. Bank reserves the right to refuse to return any unused balance amount less than \$1.00.

6.7 Confidentiality

Bank may disclose information to other third parties about your Goal Account or the transactions you make:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Goal Account for a third party;
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- If you consent by giving Bank your written permission;
- To Bank's employees, auditors, affiliates, service providers, regulators or attorneys as needed; or
- Otherwise as necessary to fulfill Bank's obligations under this Agreement or as detailed in Bank's Privacy Policy.

6.8 No Warranty Regarding Goods or Services as Applicable

Bank is not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Goal Account.

6.9 Survival

All provisions of this Agreement shall survive the termination of this Agreement or closure of your Goal Account by either party for actions arising in connection with this Agreement or your Goal Account(s).

6.10 Arbitration

Any claim, dispute, or controversy ("Claim") between you and Bank arising out of or relating in any way to this Agreement, your Goal Account, your acquisition of the Goal Account, your usage of the Goal Account, or transactions on the Goal Account, no matter how described, pleaded or styled, shall be finally and exclusively resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in your state of residence at a location that is reasonably convenient for both parties.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR BANK WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR BANK WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY.

Bank will pay the initial filing fee to commence the arbitration.

You and Bank will have every remedy available in arbitration as you and Bank would have from a court and will be entitled to reasonable discovery. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made finally and exclusively by the arbitrator. The arbitrator's award will be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

This arbitration provision shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Goal Account, or any amounts owed on your Goal Account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

Solely for purposes of this Section 6.10 "Arbitration", "We" or "Us" shall mean Bank, and its respective successors, affiliates or assignees as well as any third party using or providing any product, service or benefit in connection with Goal Account.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE GOAL ACCOUNT .

Document effective May 6, 2021.

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