



Jiko Bank, a division of Mid-Central National Bank

## Jiko Bank Account Agreement

Revised September 3, 2020

This Jiko Bank Account Agreement (the "Agreement") including certain schedules sets forth the terms and conditions that govern your Jiko Bank Account with Jiko Bank ("Jiko"), a division of Mid-Central National Bank ("Bank"). The Bank has entered into arrangements with Jiko Securities, Inc. ("JSI") and Jiko Technologies, Inc. ("JTI") to provide services to the Bank in connection with the Jiko Bank Account. In addition to this Agreement, you will be required to enter into agreements with JSI and JTI in order to qualify for the Jiko Bank Account. "We," "us" and "our" refer to the Bank, our successors, affiliates or assignees. "Customer," "you" and "your" refer to each person who opens a Jiko Bank Account with the Bank. "Jiko Bank Account" means the deposit account you open with us. In this Agreement, words used in the singular include the plural and words used in the plural include the singular.

The [Limitations Disclosures](#) set forth certain limits applicable to the Jiko Bank Account and certain other terms and conditions. Please review the [Limitations Disclosures](#), including when reading provisions of the Agreement or other documents that make reference to them. The [Limitations Disclosures](#) may be changed by us from time to time. The latest version of the [Limitations Disclosures](#) is always available on the Jiko App (tap "Profile," "Jiko agreements and disclosures," and then "The Bank Account"), and you should check the current version that applies to the Jiko Bank Account and this Agreement. If a change is adverse to you, we will notify you through the Jiko App and/ or by email no later than 30 days prior to the change. A change will be deemed to be adverse to you if it will result in increased fees, increased liability for you, fewer types of available transactions or stricter limitations on the frequency or dollar amount of transactions.

### Consent to Terms and Conditions

By tapping "I agree" at the bottom of the screen on the Jiko App (as defined below) on which a link to this Agreement is provided, you are signing this Agreement electronically, and agree to the terms and conditions of this Agreement, including the schedules, as from time to time in effect.

**This Agreement contains a pre-dispute arbitration agreement. By signing this Agreement as discussed above, you agree to certain provisions concerning your rights in any dispute with us. See "Arbitration of Disputes".**



## Important Information About Procedures for Opening a New Jiko Bank 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 an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

In order to open a Jiko Bank Account, you must also download and be able to use on your mobile device a mobile application made available by JTI (the "Jiko App"). You will be required to enter into a separate agreement with JTI in order to use the services provided through the Jiko App. The Jiko Bank Account may only be accessed and used through the Jiko App. The services provided through the Jiko App will only be functional when your application for the Jiko Bank Account and the [Jiko Brokerage Account](#) has been completed and approved by us and our affiliates, and all agreements and JTI Terms of Use have been accepted.

## Services Related to the Jiko Bank Account

**Portals.** Transfers of funds to and from the Jiko Bank Account are made by use of portals. A "portal" is a number that you share, along with the Jiko Bank routing number, with third party financial institutions, employers and others to send funds to or withdraw funds from your Jiko Bank Account. The portal and routing numbers are used by a third party's financial institution (or the third party itself if it is a financial institution) to originate automated clearing house ("ACH") network entries as described below. You may obtain portals through the Jiko App. Please refer to the [Limitations Disclosures](#) for the number of portals you may obtain. To increase the security of your Jiko Bank Account, Jiko Bank recommends that you obtain a portal for each third party. The Jiko Bank Account does not come with checks, and we do not accept checks or cash for deposit to your Jiko Bank Account.

**Fund the Jiko Bank Account.** You may fund your Jiko Bank Account, including initial funding and deposits thereafter, by directing a third party financial institution at which you maintain a deposit account or third party payor, such as an employer paying you by direct payroll deposit, to originate an ACH credit entry through a portal established for that third party. Your direction should include the portal number and the Jiko Bank routing number, as well as the amount to be transferred into your Jiko Bank Account in the case of amounts specified by you. Those transfers are subject to the limitations set forth in the [Limitations Disclosures](#) as currently in effect. Jiko Bank is not responsible for the actions or omissions of third party financial institutions originating and processing fund transfers to the Jiko Bank Account.



**Withdraw From the Jiko Bank Account.** You may obtain withdrawals from your Jiko Bank Account by directing a third party financial institution at which you maintain a deposit account to originate an ACH debit entry transferring funds through a portal established for that institution. Your direction should include the portal number and the Jiko Bank routing number, as well as the amount to be withdrawn from your Jiko Bank Account. Withdrawals are funded as discussed in the **Your Jiko Brokerage Account** section below. Those transfers are subject to the limitations set forth in the [Limitations Disclosures](#) as currently in effect. Jiko Bank is not responsible for the actions or omissions of third party financial institutions originating and processing withdrawals.

**Make Payments From the Jiko Bank Account.** You may make a payment to a third party payee from your Jiko Bank Account through a portal specifically assigned to that payee. To do so, you request the third party payee to direct its financial institution to originate an ACH debit entry transferring funds out of your Jiko Bank Account. Your request should include the portal number and the Jiko Bank routing number, as well as the amount to be withdrawn from the Jiko Bank Account to be paid to the payee. Payments are funded as discussed in the **Your Jiko Brokerage Account** section below. Those transfers are subject to the limitations set forth in the [Limitations Disclosures](#) as currently in effect. Jiko Bank is not responsible for the actions or omissions of payees and their financial institutions originating and processing payments.

**Linked Bank Account.** Transfers to and from your Jiko Bank Account through the Jiko App may be made from and to a demand deposit account you maintain at a third party financial institution (a "linked bank account"). Payments between your Jiko Bank Account and your linked bank account are funded as discussed in the **Your Jiko Brokerage Account** section below. Transfers involving a linked bank account are subject to the limitations set forth in the [Limitations Disclosures](#) as currently in effect.

**Jiko Solid Debit Card.** In connection with your Jiko Bank Account, upon availability, we may issue to you a Jiko Solid Debit Card (the "Card"). The Card may be used in the manner and are subject to the terms and conditions set forth in the [Jiko Solid Debit Card Agreement and Disclosure Statement](#) ("Card Agreement") that will be provided to you with the Card, as the Card Agreement is from time to time in effect.

**Your Jiko Brokerage Account.** Your Jiko Bank Account will be linked to a brokerage account (the "Jiko Brokerage Account") that you maintain at JSI, a registered broker-dealer ("JSI"). Your Jiko Brokerage Account is subject to the terms and conditions set forth in the separate [Jiko Brokerage Account Agreement](#) between you and JSI (the "Brokerage Agreement"). The Jiko Brokerage Account is and will remain an obligation solely of JSI and not the Bank. The Jiko Bank Account is and will remain an obligation solely of the Bank.

By opening the Jiko Bank Account and Jiko Brokerage Account, you authorize the "linking" of the Jiko Bank Account and the Jiko Brokerage Account and further authorize and approve the Bank to make and request transfers between the two accounts as described below.



All transfers to the Jiko Bank Account will be added to the balance of the Jiko Bank Account, subject to the [Jiko Funds Availability Disclosure](#) regarding funds availability, and when funds are available then will be promptly transferred (excluding amounts that have come from the Jiko Brokerage Account to cover debit transactions, as discussed below) to your Jiko Brokerage Account and invested by JSI pursuant to the [Jiko Brokerage Account Agreement](#), after which the Jiko Bank Account will have a zero balance. The latest version of the [Funds Availability Disclosure](#) is always available on the Jiko App (tap "Profile," "Jiko agreements and disclosures," and then "The Bank Account"). You should check the current version that applies to the Jiko Bank Account and this Agreement. Accordingly, your Jiko Bank Account functions as a "zero-balance" account, with all excess funds "swept" to the Jiko Brokerage Account. As a reminder, please refer to the [Jiko Brokerage Account Agreement](#), which is available on the Jiko App (tap "Profile," "Jiko agreements and disclosures," and then "The Brokerage Account"), and [Limitations Disclosures](#) for the current maximum Brokerage Account balance limit.

We may receive transactions debiting the Jiko Bank Account, including by ACH through use of portal account numbers as discussed above, and by use of the Card, when available, to make withdrawals from the Jiko Bank Account or at an automated teller machine ("ATM"). To fund these debit transactions, we will make a request to JSI to make sufficient funds available to fund each such transaction and transfer that amount to the Jiko Bank Account. In entering into the Jiko Bank Agreement and the [Jiko Brokerage Agreement](#) you also authorize JSI to accept instructions from the Bank to transfer money from the Jiko Brokerage Account to the Bank and to liquidate holdings to the extent required to generate proceeds sufficient to pay the amount of each debit transaction, all generally in real time. In the unlikely event that JSI is unable to make your funds available or there are insufficient funds in the Jiko Brokerage Account, the transaction will be declined.

***Limitations on electronic fund transfers and portals.*** Electronics fund transfer types and dollar amount limitations may be established by us from time to time and current types and amount limitations are set forth in the [Limitations Disclosures](#) as currently in effect. If a change is adverse to you, we will notify you through the Jiko App and/ or by email no later than 30 days prior to the change. A change will be deemed to be adverse to you if it will result in increased fees, increased liability for you, fewer types of available transactions or stricter limitations on the frequency or dollar amount of transactions.

## **Authorized Persons Using the Jiko Bank Account**

The individual named in the Bank's records is the account holder authorized to use the Jiko Bank Account. You may not appoint or authorize additional persons to use the Jiko Bank Account. Subject to applicable law, you are responsible for all authorized transactions initiated and fees incurred through the use of the Jiko Bank Account.



## Personal Accounts

The Jiko Bank Account can be used only for personal, family or household purposes. It cannot be used for business or commercial purposes and the Bank may close any Jiko Bank Account that the Bank determines is used for non-permitted purposes.

## Accepting Deposits

We may not accept deposits denominated in foreign currency. We will not accept cash deposits. We will not accept check deposits. We may refuse to accept all or any part of a deposit to your Jiko Bank Account at any time, and we will not be liable to you for doing so, even if such action causes outstanding transactions to be dishonored and returned or payment orders to be rejected. Deposits are not interest-bearing.

Subject to the way the Jiko Bank Account functions as a "zero balance" account (as described above), funds in your Jiko Bank Account aggregated with any other deposits you may have with the Bank are Federal Deposit Insurance Corporation ("FDIC") – insured up to allowable limits in accordance with the rules of the FDIC, in the event the Bank fails.

Disclosure Regarding Sweep Account Pursuant to 12 C.F.R. Section 360.8(e): Funds in your Jiko Bank Account are considered a deposit within the meaning of 12 USC 1813(l). FDIC insurance applies only to amounts that are on deposit in the Jiko Bank Account. Funds in your Jiko Brokerage Account, including amounts in the process of being "swept" to or from the Jiko Brokerage Account that are not yet on deposit in the Jiko Bank Account, are not funds that are insured by the FDIC. Any securities held in your Jiko Brokerage Account (as opposed to the Jiko Bank Account) are investment products and as such (i) are not insured by the FDIC, (ii) carry no bank or government guarantees, and (iii) have associated risks. By investing in securities, you can lose money, including the principal amount you invested. JSI is a member of the Securities Investor Protection Corporation ("SIPC"), and customers of JSI are protected up to applicable SIPC limits with respect to amounts that are not on deposit in the Jiko Bank Account. For more information regarding FDIC insurance, please consult [fdic.gov](http://fdic.gov). For more information regarding SIPC coverage, or to request the SIPC brochure, please consult [sipc.org](http://sipc.org) or call 202-371-8300.

## Account Withdrawals

As discussed above, you may withdraw or transfer all or any part of the Jiko Bank Account balance at any time, subject to the [Regulation E Disclosures](#) and [Limitations Disclosures](#), and we may, unless prohibited by law or Bank policy, refuse any withdrawal request against uncollected unavailable funds. The latest version of the [Regulation E Disclosures](#) is always available on the Jiko App (tap "Profile," "Jiko agreements and disclosures," and then "The Bank Account"), and you should check the current version that applies to the Jiko Bank Account and this Agreement. We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted or that exceeds any amount or frequency limitations established by us from time to time. Current limitations are set forth in the [Limitations Disclosures](#) as currently in effect.



## Disputes Over Jiko Bank Account Funds

Subject to applicable law, the Bank may refuse to pay out any money from a Jiko Bank Account until any dispute over the funds (including, without limitation, any dispute over what persons are authorized to represent or act for the Customer) has been resolved by a court or by agreement of the parties that is documented to the Bank's satisfaction. The Bank may file an action in interpleader with respect to any money where the Bank has been notified of disputed claims to that money, and we are not required to determine whether that dispute has merit in order to refuse to pay, or interplead, the funds. Unless prohibited by law, you agree to reimburse the Bank for any expenses, including attorneys' fees and costs, that the Bank incurs because of any dispute.

## Financial Information

You agree to provide us with accurate and complete financial and other information that we may request in connection with you or your Jiko Bank Account promptly upon request.

## Closing the Jiko Bank Account

The Bank may, in its sole discretion and without notice, suspend activity on or close the Jiko Bank Account at any time. We may suspend or close the Jiko Bank Account if we suspect that you may or have been engaged in any fraudulent, illegal or improper activity. We will notify you by e-mail of any such action.

If you wish to close your Jiko Bank Account, you must notify us by calling us toll free at 1-833-333-JIKO (1-833-333-5456) or if calling from outside the United States at 1-510-788-8810, by e-mailing support@jiko.io, or by mailing us at c/o Jiko Technologies, Inc., at 2000 Allston Way, PO Box, 327, Berkeley, CA 94701. In each case you must provide us with your name, address and ONLY the last four (4) digits of your Jiko Bank Account number, along with a request to close your Jiko Bank Account. To close the Jiko Bank Account, we will also require you to direct a third party financial institution at which you maintain a deposit account to initiate one or more transfers into that other account of the amount equal to the entire balance of the Jiko Bank Account through the portal specifically assigned to that financial institution in your Jiko App as discussed in the ***Withdrawals From the Jiko Bank Account*** section above. When you request us to close your Jiko Bank Account, your Brokerage Account will be closed concurrently, and JSI will promptly liquidate all investments in your Brokerage Account. If you do not have a portal connection to a third party financial institution established, JSI will contact you regarding your preference to send your funds, electronically, through the ACH network or wire transfer to the third party financial institution of your choice. After a Jiko Bank Account is closed, your Card will no longer be active and we will have no obligation to accept deposits, allow new transactions, or pay outstanding items, but may do so at our discretion. You agree to hold us harmless for honoring or refusing to honor any item on a closed Jiko Bank Account.

If there is no activity in or out of your Jiko Bank Account for a period of 365 calendar days, the Jiko Bank Account will be considered dormant (or abandoned), and may be closed at our discretion.



We will contact you regarding your preference to verify and reopen the account or to send the funds, electronically, through the ACH network or wire transfer to a bank account with a third party financial institution of your choice. If we are unable to contact you, we may be required by applicable law to turn over any dormant balance to the state of your last known residential address. We will hold the funds, and continue our attempts to contact you until the applicable state law time limits require us to escheat the funds.

The closing of your Jiko Bank Account will not affect any rights or obligations of yours or the Bank's that arose prior to the closure or are intended to continue thereafter.

## **Fees and Charges**

Please see the [Truth in Savings Disclosure](#) as currently in effect for any fees applicable to the Jiko Bank Account or use of the Jiko App. The [Truth in Savings Disclosure](#) including the fees may be changed by us from time to time, and the latest version is always available on the Jiko App (tap "Profile," "Jiko agreements and disclosures," and then "The Bank Account"), and you should check the current version that applies to the Jiko Bank Account and this Agreement. If a change is adverse to you, we will notify you through the Jiko App and/ or by email no later than 30 days prior to the change. A change will be deemed to be adverse to you if it will result in increased fees, increased liability for you, fewer types of available transactions or stricter limitations on the frequency or dollar amount of transactions.

## **Privacy Notice**

You understand and agree that in connection with the Jiko Bank Account and the services provided related to the Jiko Bank Account and in accordance with applicable law, we may share information with Discover Card, JSI, JTI and additional service providers that perform services on our behalf. The Bank's privacy practices are set forth in our [Privacy Notice](#). The latest version of the Bank's [Privacy Notice](#) is always available on the Jiko App (tap "Profile," "Jiko agreements and disclosures," and then "The Bank Account"). You should check the current version that applies to the Jiko Bank Account and this Agreement. By using the Jiko Bank Account, you acknowledge that you have read and understand the Privacy Notice.

## **Right of Set Off**

If you owe us or our affiliates money or are past due on any obligation to us or them, we can debit your Jiko Bank Account to repay the amount you owe without any legal process or court proceeding. In other words, we reserve the right to set off any liability, primary or secondary, direct or contingent, past, present or future, that you owe to us or our affiliates. You grant us a lien on and a security interest in the funds in your Jiko Bank Account as security for your liabilities and obligations to us and our affiliates, now or in the future. You agree to hold us harmless from



any claim arising as a result of our exercise of our right of set off. We will notify you if we have exercised our right of set off.

## **Statements and Jiko Bank Account Information**

We will provide you electronically with a monthly account statement for your Jiko Bank Account through the Jiko App. You can download the statements and retain them for your records. Statements will remain available on the Jiko App for a period of twelve (12) months. We will not provide paper copies unless you specifically request such copies. You should download and retain copies of your statements. You agree to promptly review your statement and notify us by telephone at 1-833-333-JIKO (1-833-333-5456), and/or by e-mailing support@jiko.io, or mail at 2000 Allston Way, PO Box, 327, Berkeley, CA 94701 of any error or unauthorized transaction. You must notify us within a reasonable period of time, not to exceed sixty (60) days from when the statement is first made available to you. If you fail to provide timely notice, subject to applicable law, you may be liable for any error or inaccuracy.

## **Duty of Care**

In connection with your Jiko Bank Account, we assume no responsibility beyond the exercise of reasonable care. You agree that we act within reasonable banking standards by processing items through automated processing systems.

## **Death or Incompetence**

Your appointed party, designee, or appointed individual agree to notify us promptly if the Jiko Bank Account owner dies or becomes legally incompetent or incapacitated. We may continue to honor transactions and items until (1) we know of the fact of death or of adjudication of incompetence or incapacitation, and (2) we have had a reasonable opportunity to act on that knowledge. You agree that, even if we have knowledge of a Jiko Bank Account owner's death, we may pay items or transactions made or received on or before the date of death for up to 10 days after that date. We may require additional documentation to confirm in our reasonable judgment the authority of any such designee or appointed individual in connection with the Jiko Bank Account.

## **Power of Attorney**

The Bank will honor a Power of Attorney designation on a Jiko Bank Account, provided the Bank receives documentation evidencing such designation that is satisfactory in the Bank's reasonable discretion. We may refuse to accept a power of attorney for reasonable cause, and we may require the Attorney-in-Fact to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Attorney-in-Fact's knowledge, the principal continues to be alive and competent and the relevant powers of the Attorney-in-Fact have not been amended or terminated.





You are responsible for providing us with any information if an affidavit presented to us is untrue or misleading or if the Attorney-in-Fact exceeds the authority granted by the principal in the power of attorney. The Attorney-in-Fact is required to notify us in writing if the Jiko Bank Account owner dies or is declared incompetent.

The power of attorney will continue in force until (1) we receive written revocation from you; (2) we receive written notification of your death; or (3) we receive written notification of the death or incapacity of the Attorney-in-Fact.

### **Facsimile Signatures**

Before using any form of facsimile or electronic signature in connection with the Jiko Bank Account, you agree to submit a sample to us and to execute and deliver agreements in a form we require. When you use a facsimile or electronic signature, you agree that you are solely responsible for the security and authenticity of the facsimile or electronic signature, and you bear the risk of the unauthorized use thereof, whether or not you are negligent, except as provided otherwise by law. You further agree to indemnify us and hold us harmless from and against any and all losses, costs, damages, liabilities or exposures we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or electronic signature subject to applicable law.

### **IRS Backup Withholding**

You will provide us with any other documentation or information that we request in connection with your Jiko Bank Account. If you do not provide us with your correct Tax Identification Number (Social Security Number) and the required certification, or if we receive a notice from the Internal Revenue Service ("IRS"), the interest earned on your Bank Account, if any, may be subject to federal backup withholding at the IRS-mandated rate.

### **Attachment, IRS Levies and Adverse Claims**

If your Jiko Bank Account becomes subject to legal action, such as a tax levy or third-party garnishment, until the action is resolved we reserve the right to refuse to pay any money from your Jiko Bank Account, including transactions or items presented for payment. If we are required to pay an attachment, garnishment or tax levy, we are not liable to you for having made such payment. We will make such payment after satisfying any fees, charges or other debts owed to us. You are responsible for any costs and expenses, including legal fees and disbursements we incur due to a garnishment, levy or attachment on your Jiko Bank Account. Until we receive the appropriate court documents, we may continue to process transactions on your Jiko Bank Account, even if we have received an unofficial notification of an adverse claim. You will indemnify us for any losses if we do this.



Your failure to provide this information may result in federal backup withholding and restrict your ability to use the Jiko Bank Account transactions in which these documents are required for verification purposes.

## **Security Features**

You agree not disclose your password to access the Jiko Bank Account, the Jiko App, or any PIN or mobile unlock code assigned to your Jiko Bank Account, to any person, other than persons authorized to have legal authority to act on your behalf. The Bank may act upon instructions and information received from any person that enters your user ID and password, or provides your PIN or mobile unlock code, as applicable. You agree to notify us immediately by telephone at 1-833-333-JIKO (1-833-333-5456) or mail at 2000 Allston Way, PO Box, 327, Berkeley, CA 94701 if you become aware of any actual or suspected loss, theft or unauthorized use of your Jiko Bank Account or access information. We reserve the right to deny access to the Jiko Bank Account or service (or any part thereof) if we believe that any loss, theft or unauthorized use of Jiko Bank Account access information has occurred. You agree to cooperate fully with us in the investigation of any suspected illegal, fraudulent or unauthorized activity.

Regardless of whether you use a Web browser with security features, including encryption, the Bank is unable to ensure that the data transmitted by you to the Bank, or from the Bank to you, will not be intercepted by third parties. Our service providers and we assume no responsibility for viruses created by third parties, or for a third party's access to or use of, your computer system or mobile device.

You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Jiko Bank Account access information or the Jiko App. Any Communications received through the use of the Jiko Bank Account access information or the Jiko App will be deemed to be sent or authorized by you.

## **Electronic Communications**

In connection with opening the Jiko Bank Account, you will be provided with disclosures under the Electronic Signatures in Global and National Commerce Act ("ESIGN"), and you will be asked to consent to receive certain communications in electronic form, including through the Jiko App.

To use the Jiko Bank Account you must provide us with a correct and operational email address, and you must promptly notify us of any change in your email or postal mailing address, or if you are unable to access your Jiko Bank Account information through the Jiko App. We are not liable for undelivered mail or email or your inability to access your Jiko Bank Account information through the Jiko App.

This Bank Agreement and any other agreements, notices or other communications from the Bank to you regarding your Jiko Bank Account may be provided to you electronically, and pursuant to the ESIGN disclosures and you consent and agree to receive communications from us in an



electronic form. Communications may be posted within the Jiko App and/or delivered to your email address. You agree to 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 no later than three (3) business days after posting or dissemination, whether or not you have received or retrieved the communication.

### **Maintenance of United States Address**

If you do not maintain a United States address (no Post Office boxes) as your Jiko Bank Account address of record for your Jiko Bank Account, we will not open the Jiko Bank Account, and will close the Jiko Bank Account if you subsequently change your address to be outside of the United States. A United States address also includes the Commonwealth of Puerto Rico.

### **Liability and Indemnification**

You will be liable for our costs, attorneys' fees and disbursements, to the extent permitted by law, in collecting any amounts you owe us or otherwise enforcing our rights under this Bank Agreement. We may deduct such amounts from your Jiko Bank Account without notice.

### **Limit on Liability**

We will not have any liability in connection with any unauthorized interception or use of data relating to the Jiko Bank Account; any inability to use or access the Jiko App for any reason; or any cause over which the Bank does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or Internet service providers. We will not have liability for any adverse effects to your account caused by any spam block programs or fire walls that may prohibit electronic communications, and/or account information access through the Internet.

The services provided in connection with the Jiko Bank Account and accessible through the Jiko App are provided "as is" and with all faults. We disclaim all warranties, express or implied, including, but not limited to an implied warranty of merchantability or fitness for a particular purpose and lack of viruses. In no event shall we be liable for (1) direct damages caused other than by our own willful misconduct, or (2) indirect, special, incidental, consequential or punitive damages whatsoever (including but not limited to, damages for lost profits, lost opportunity costs or loss of good will arising out of or related to the use of or inability to use the Jiko Bank Account or Jiko App, even if we have been advised of the possibility of such damages. We will not be liable for any failure to perform our obligations if such performance, in our reasonable judgment, would be a violation of applicable law or regulation or regulatory directive or guidance. We shall not be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, Internet access or computer equipment or software) or any circumstances beyond our control (such as, for example, a fire, flood or other natural disaster, act



of God, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services). The foregoing disclaimer may not be effective under applicable state law.]

## **Jiko App**

You may access your Jiko Bank Account through the Jiko App by entering your user ID and password or other such identifying information as required. The Jiko App may require you to create a mobile unlock code to secure future access through the Jiko App. Your user ID, password and/or mobile unlock code act as your electronic signature to authorize any requested transactions through the Jiko App.

You can use the Jiko App to:

- Obtain available transactions information
- Obtain available monthly statements
- Obtain the current Jiko Bank account-related agreement and disclosures
- Obtain portal account numbers for third party financial institutions, payors and payees in order that they may initiate electronic fund transfers to and from the Jiko Bank Account
- For customers with a linked account, initiate transfers to and from the Jiko Bank Account to the linked account
- Contact customer service

Subject to applicable law, for security reasons, dollar and frequency limitations may be set or modified, in our discretion, according to the account type and/or the type of electronic transfer service you are utilizing to transfer funds. Current limitations are disclosed in the Jiko [Limitations Disclosures](#), made available to you in the Jiko App.

In addition to the types of transfers disclosed above, the [Regulation E Disclosures](#) sets forth certain disclosures under CFPB Regulation E with respect to electronic fund transfers ("EFTs") initiated by the use of the Jiko App. (See your [Jiko Solid Debit Card Agreement](#) for disclosures applicable to EFTs initiated by use of a Card.)

## **Notices**

If you have any questions about your Jiko Bank Account, please contact us by calling us, toll-free, at 1-833-333-JIKO (1-833-333-5456) (if calling from outside the United States, call +1-510-788-8810).



## Validity, Assignment

This Bank Agreement is binding upon and shall inure to the benefit of the parties and their permitted successors and assigns. You may not assign or transfer any rights or obligations you have under this Bank Agreement without our prior written consent. The Bank reserves the right to transfer any right or obligation under this Bank Agreement or with respect to any service without your consent.

Together with the Card Agreement and the [Brokerage Agreement](#), this is the entire agreement relating to your Jiko Bank Account and the services provided with it and supersedes all prior understandings and agreements with respect to the subject matter of this Bank Agreement. This Bank Agreement shall prevail if there is any inconsistency with any other document relating to your Jiko Bank Account, except that the [Regulation F Disclosures](#) shall control in the event of any conflict between it and this Bank Agreement. If any provision of this Bank Agreement is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and will remain in full force. Nothing in this Bank Agreement, whether express or implied, is intended to confer any right or remedy on any person as to this Bank Agreement other than the parties to this Bank Agreement, and no action may be brought against the Bank by any person or entity claiming to be a third-party beneficiary to this Bank Agreement.

## Amendments

We may change (add to, delete from, or modify) the terms and conditions of this Bank Agreement and any other documents relating to your Jiko Bank Account, including without limitation, the schedules, at any time. Notice will be provided to you as required by applicable law through the mail or email address shown in our records, by posting the notice or an amended Agreement on the Jiko App or by delivering it to you. Your continued use of the Jiko Bank Account indicates your consent to any such changes, additions, deletions or modifications. You may choose not to accept the changes by closing your Jiko Bank Account or terminating this Bank Agreement and your use of the Bank Agreement.

## Governing Law

This Bank Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota and applicable Federal law, without giving effect to any choice of law rule that would result in the applicability of the law of any other jurisdiction, provided that the Arbitration Provision below is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"). EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.



## **Waivers**

Any waiver by the Bank must be approved by an authorized representative of the Bank. If a waiver is approved by the Bank, we are not obligated to provide similar waivers in the future.

## **Force Majeure**

Bank shall not be liable for any failure or delay on its part to perform, if such failure, delay or non-performance results in whole or in part from any cause beyond its control, including, without limitation, resulting from any act of God, act of war, riot, earthquake, fire, explosion, natural disaster, flooding, embargo or sabotage.

## **Arbitration of Disputes**

### **Purpose**

This provision (the "Arbitration Provision") sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

### **Definitions**

As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Jiko Bank Account or this Bank Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Bank Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (1) your Jiko Bank Account, or the Cards or any additional authorized users designated by you; (2) the amount of available funds in the account; (3) advertisements, promotions or oral or written statements related to the Jiko Bank Account, goods or services purchased with the Cards or by other electronic means; and (4) the benefits and services related to the Jiko Bank Account.

As solely used in this Arbitration Provision, the terms "we" and "us" shall for all purposes mean Mid-Central National Bank, wholly or majority owned parents, subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their directors, officers, employees, shareholders, managers, members, attorneys, agents and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any account



if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you.

As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use the account, including, but not limited, to all persons or entities contractually obligated under any of the Agreements and all additional authorized users.

A. First – Try To Resolve Claims and Excluded Claims. In the event of a Claim, then you and we agree to send a written notice to the other providing a reasonable description of the Claim, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section A of this Arbitration Provision. Your notice to us must be sent to us at: Mid-Central National Bank, c/o Jiko Technologies, Inc., 2000 Allston Way, PO Box, 327, Berkeley, CA 94701. For a period of sixty (60) days from the date of receipt of notice from the other party, we and you will engage in a dialogue in order to attempt to resolve the Claim, though nothing will require either you or we to resolve the Claim on terms with respect to which you and we, in each of our sole discretion, are not comfortable.

B. Forums For Alternative Claim Resolution

(i) Arbitration. Subject to Section G of this Arbitration Provision, giving you the right to opt-out of arbitration, if we cannot resolve a Claim as set forth in Section A of this Arbitration Provision within sixty (60) days of receipt of the notice, then either you or we may submit the Claim to formal arbitration in accordance with this Section B of this Arbitration Provision.

Upon expiration of the applicable sixty-day period and to the fullest extent permitted by applicable law, a Claim will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association ("AAA"). If the Claim has a claimed value of not more than \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than fifteen (15) years' experience as a practicing member of the bar in the substantive practice area related to the Claim, who will administer the proceedings in accordance with the AAA's Supplementary Procedures for Consumer-Related Claims. If the Claim has a claimed value of more than \$250,000, or if we elect in our sole discretion to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration will be heard and determined by a three-member panel, with one member to be selected by each party and the third (who will be chair of the panel) selected by the two party-appointed members or by the AAA in accordance with the Commercial Arbitration Rules. The arbitrator or arbitration panel, as the case may be, will apply applicable law and the provisions of this Bank Agreement, will determine any Claim according to the applicable law and facts based upon the record and no other basis, and will issue a reasoned award.



If a party properly submits the Claim to the AAA for formal arbitration and the AAA is unwilling or unable to set a hearing date within sixty (60) days of the filing of a “demand for arbitration,” then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of ours consent to in writing. The substantive practice area requirements for the arbitrator and the \$250,000 threshold for the number of arbitrators assigned to the Claim set forth in the paragraph above for the AAA arbitration will also apply to any such arbitration under JAMS or another arbitration service.

You can obtain AAA and JAMS procedures, rules, and fee information as follows:

AAA: 800.778.7879

JAMS: 949.224.1810

<http://www.adr.org/>

<http://www.jamsadr.com/>

(ii) Nature, Limitations, and Location of Alternative Claim Resolution. In arbitration, as with a court, the arbitrator must honor the terms of this Bank Agreement and can award the prevailing party damages and other relief (including attorneys’ fees). However, WITH ARBITRATION (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you are a resident at the time the Claim is submitted to arbitration. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require us to pay a greater portion or all of such fees and costs in order for this Section to be enforceable, then we will have the right to elect to pay the fees and costs and proceed to arbitration, or to decline to do so and have the matter resolved through the courts. Discovery will be permitted pursuant to the applicable arbitration rules. The arbitrator’s decision must consist of a written statement stating the disposition of each claim of the Claim, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act.

C. Injunctive Relief. The foregoing provisions of this Section of this Arbitration Provision will not apply to any legal action taken by us to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to this Bank Agreement or the Jiko Bank Account.

D. No Class Action Matters. Claims will be arbitrated only on an individual basis and will not be consolidated with any other arbitration or other proceedings that involve any claim or





controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to Section B(i) of this Arbitration Provision holds that this restriction is unconscionable or unenforceable, then our agreement in Section B of this Arbitration Provision to arbitrate will not apply and the Claim must be brought exclusively in court pursuant to Section E of this Arbitration Provision.

E. Federal and State Courts in California. Except to the extent that arbitration is required in Section B of this Arbitration Provision, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Claim may only be instituted in state or federal court in San Francisco, California. Accordingly, you and we consent to the exclusive personal jurisdiction and venue of such courts for such matters.

F. Continuation. This Arbitration Provision shall survive termination of your Jiko Bank Account as well as voluntary payment of any debt in full by you and any legal proceeding by us to collect a debt owed by you. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the Federal Arbitration Act, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreements or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

G. Opt-Out Right. You may choose to opt out of the Arbitration Provision, but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the date of this Agreement at the following address: Arbitration Opt-Out, Mid-Central National Bank, c/o Jiko Technologies, Inc., 2000 Allston Way, PO Box, 327, Berkeley, CA 94701. Your written notice must include your name, address, Jiko Bank Account number or social security number, and a statement that you wish to opt out of this Arbitration Provision.