

## SCHEDULE OF FEES

Maintain Checking Account	
Monthly Maintenance Fee	<p>\$19.99.</p> <ul style="list-style-type: none"> <li>We charge this fee to maintain your Checking Account.</li> </ul>
NinjaForce® Cardholders Only	<p>If your card fulfillment package indicates you are a NinjaForce® cardholder, then we:</p> <ul style="list-style-type: none"> <li>waive your first Monthly Maintenance Fee; and</li> <li>automatically rebate \$9.00 of the Monthly Maintenance Fee in the form of a \$9.00 monthly deposit to your Savings Account.</li> </ul>
Spend Money	
Signature/Non-PIN Purchase Transaction	<p>None.</p> <ul style="list-style-type: none"> <li>We do not charge a fee for domestic signature or non-PIN purchases.</li> </ul>
PIN Purchase Transaction	<p>None.</p> <ul style="list-style-type: none"> <li>We do not charge a fee for domestic purchases when you use your PIN.</li> </ul>
Withdraw Cash	
ATM Withdrawal	<p>\$3.00.</p> <ul style="list-style-type: none"> <li>In addition to our fee, the ATM owner or network operator may charge a fee even if you do not complete the transaction.</li> </ul>
Cash Back with PIN Purchase	<p>None.</p> <ul style="list-style-type: none"> <li>Select "Debit" and enter your PIN to get cash back when making a purchase.</li> </ul>
ATM Balance Inquiry	<p>None.</p> <ul style="list-style-type: none"> <li>Although we charge no fee, the ATM owner or network operator may charge a fee.</li> </ul>
Use Your NinjaCard® Outside the U.S.	
Foreign Transaction	<p>3% of the U.S. dollar amount of each purchase transaction that is at least \$1.00 and is made:</p> <ul style="list-style-type: none"> <li>in a foreign currency; or</li> <li>in U.S. dollars but processed outside the U.S.</li> </ul>
International ATM Withdrawal	<p>3% of the U.S. dollar amount of the foreign currency withdrawal.</p> <ul style="list-style-type: none"> <li>In addition to our fee, the ATM owner or network operator may charge a fee even if you do not complete the transaction.</li> <li>Any fee charged by the ATM owner or network operator will be included in the total amount withdrawn from your Checking Account and will apply to the daily ATM withdrawal limit.</li> </ul>
Add Money	
Direct Deposit	<p>None.</p> <ul style="list-style-type: none"> <li>We do not charge a fee for Direct Deposits to your Checking or Savings Account.</li> </ul>
External Transfer	<p>None.</p> <ul style="list-style-type: none"> <li>We do not charge a fee for external transfers between your Checking or Savings Account and any linked external bank account.</li> </ul>
Internal Transfer	<p>None.</p> <ul style="list-style-type: none"> <li>We do not charge a fee for internal transfers between your Checking Account and your Savings Account.</li> </ul>
Earn Money	
Monthly Savings Reward	<p>\$10.00.</p> <ul style="list-style-type: none"> <li>We deposit a Monthly Savings Reward to your Savings Account for each Program Month in which you meet the Monthly Savings Reward Requirements:                             <ul style="list-style-type: none"> <li>authorizing at least \$500 of Qualifying Direct Deposits;</li> <li>avoiding any negative balance or fee delinquency in your Checking and Savings Accounts; and</li> <li>avoiding any charge delinquency in your optional line-of-credit, if any.</li> </ul> </li> </ul> <p>The amount of your Monthly Savings Reward may increase as you advance through our belt-levels rewards program. See <a href="#">Section XVI</a> (Rewards Program).</p>

Manage Your Account	
Paper Statements	<p>\$5.00 per statement.</p> <ul style="list-style-type: none"> <li>We charge this fee if you elect to receive all your monthly statements—or any designated monthly statement—in paper form.</li> </ul>
Electronic Statements	<p>None.</p> <ul style="list-style-type: none"> <li>We do not charge a fee to deliver your monthly statements—or a particular statement—in electronic form.</li> </ul>
Replacement Card—Express Delivery	<p>\$25.00.</p> <ul style="list-style-type: none"> <li>We charge this fee if you elect express delivery of a replacement card.</li> </ul>
Replacement Card—Ordinary Delivery	<p>None.</p> <ul style="list-style-type: none"> <li>We charge no fee if you elect ordinary delivery of a replacement card.</li> </ul>
Balance Inquiry	<p>None.</p> <ul style="list-style-type: none"> <li>You may obtain the balance of your Checking and Savings Accounts at no charge by using online Account access at <a href="http://www.ninjacard.com">www.ninjacard.com</a> or calling 855-646-5242 (855-NINJA42).</li> <li>We do not charge a fee for ATM balance inquiries, but the ATM owner or network operator may charge a fee.</li> </ul>
Account Alerts	<p>None.</p> <ul style="list-style-type: none"> <li>We do not charge a fee for email or text alerts, which you may elect to enable through your online Account access.</li> <li>For text alerts, your wireless service provider may charge a standard text messaging rate.</li> </ul>
Live-Agent Customer Service Call	<p>None.</p> <ul style="list-style-type: none"> <li>We do not charge a fee when you call our Customer Service at 855-646-5242 (855-NINJA42) and speak with a live agent.</li> </ul>
Legal Process	<p>None.</p> <ul style="list-style-type: none"> <li>We do not charge a fee for handling legal process we receive on your Account such as a garnishment, tax levy, or child support order.</li> </ul>
Other Fees	
Return of ACH Debit	<p>None.</p> <ul style="list-style-type: none"> <li>We do not charge a fee for an ACH debit that is returned unpaid after being presented to your Checking or Savings Account.</li> </ul>
Stop Payment of Preauthorized Transfer	<p>\$15.00 each</p> <ul style="list-style-type: none"> <li>Our fee applies to each stop-payment order you issue on a preauthorized transfer from your Checking or Savings Account.</li> </ul>
Transaction Limits	
<p>Note: ATM and card transactions may also be limited in frequency or amount by the ATM owner, network operator, or POS merchant.</p>	
Daily Limit for Signature/Non-PIN Purchases	\$2,000.
Daily Limit for PIN Purchases	\$4,000.
Daily Limit for ATM Cash Withdrawals (domestic or international)	\$310.
Daily Limit for Internal Transfers	None.
Daily Limit for Online Banking External Transfers (i.e., transfers to or from an external bank account you have linked to your NinjaCard® Account)	\$2,000.
Daily Limit for Card Transfers (i.e., account-to-account, non-ACH transfers)	\$2,000
IMPORTANT NOTICES	
Minimum Deposit to Open Account	<p>None.</p> <ul style="list-style-type: none"> <li>We do not require a minimum initial deposit to open your Checking or Savings Account.</li> </ul>
Maximum Deposit to Open Account	<p>\$2,500.</p> <ul style="list-style-type: none"> <li>When you open your Checking and Savings Accounts, your aggregate initial deposit may not exceed this amount.</li> </ul>

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## **DEPOSIT AGREEMENT**

In this Deposit Agreement, “*Accountholder*,” “*you*,” and “*your*” mean the consumer who deposits funds governed by this agreement, and the “*Bank*,” “*we*,” “*our*,” and “*us*” mean Republic Bank of Chicago, Member FDIC. “*Deposit Agreement*” means all the terms and conditions set forth in this document, including the Schedule of Fees (first page), the Truth-In-Savings Disclosure (Section XI), the Funds Availability Disclosure (Section XII), the Electronic Funds Transfer (“EFT”) Disclosure and Error Resolution Notice (Section XIII), the Rewards Program (Section XVI), and the Arbitration Agreement (Section XXI).

This Deposit Agreement constitutes our disclosure to you and an agreement between you and us under which you, as the depositor, establish two electronic demand deposit accounts at the Bank: a Checking Account and a Savings Account (collectively the “*Account*”).

NinjaCard, LLC (the “*Program Manager*”) acts as our limited agent in administering the Checking and Savings Accounts, the access device attached to the Checking Account (the “*NinjaCard®*”), and the belt-levels rewards program associated with the NinjaCard® (the “*Rewards Program*”). Additionally, if you elect to open an optional line-of-credit in which draws are disbursed to the Checking Account (“*LOC*”), then the Program Manager acts as the LOC lender’s limited agent in administering the LOC.

You enter into this Deposit Agreement and accept its terms when you deposit funds in your Account or activate your NinjaCard®, whichever is sooner. The NinjaCard® Visa® Debit Card is issued by Republic Bank of Chicago pursuant to a license from Visa U.S.A. Inc. and may be used everywhere Visa debit cards are accepted. Please read this Deposit Agreement carefully and keep it for future reference. This Deposit Agreement may be revised periodically, so the most recent version may include changes from earlier versions. By providing an electronic signature and continuing to maintain an Account with us, you agree to the most recent version of this Deposit Agreement, which we make available through on the NinjaCard® website, [www.ninjacard.com](http://www.ninjacard.com) (“*Online Banking*”), and mobile device application (“*Mobile App*”).

### **I. IMPORTANT NOTICES**

- **Mandatory Arbitration Agreement with Class-Action Waiver.** This Deposit Agreement contains an Arbitration Agreement that, upon the election of the person against whom a claim is asserted, requires the resolution of that claim by binding arbitration on an individual basis rather than a class-wide or representative basis. See [Section XXI](#) (Arbitration Agreement).
- **Mandatory Electronic Disclosures and Online Banking.** The Account is an electronic account. As a condition of eligibility for the Account, you must agree to receive Electronic Disclosures (see [Section III](#) (Consent to Electronic Delivery)) and to enroll in Online Banking (see [Section XIV](#) (Online Banking and Mobile App)). Paper Account Statements or other disclosures are available only for a fee (see [Schedule of Fees](#)), and Account services are not available at retail locations of Republic Bank of Chicago, Member FDIC.
- **Monthly Maintenance Fee.** To maintain the Checking Account, we charge the Monthly Maintenance Fee listed in the [Schedule of Fees](#). See [Section VII\(B\)](#) (Overview of Checking Account). To enhance the value you get from this Monthly Maintenance Fee, we encourage you to establish a Direct Deposit to your Checking Account and to use our Rewards Program (see [Section XVI](#)) as incentive to build savings, monitor debt, and make on-time payments. Additionally, if your Account is closed for dormancy, non-payment, at your or our election, or for any other reason, then we will waive any Monthly Maintenance Fees that (1) accrued more than two Statement Cycles before the Account-closure date and (2) remain unpaid as of the closure date.
- **Closure of Account; Amendment of Deposit Agreement.** You or we may close the Account or cancel the NinjaCard® at any time and without any prior notice to the other. We may amend this Deposit Agreement in our sole discretion upon providing you any change-in-terms notice required by applicable law. See [Section XV](#) (Amendment, Account Closure, and Termination).
- **No Automatic Draws from Optional Line-of-Credit.** The NinjaCard® is a debit card attached to your Checking Account.

**It is not a credit card, gift card, or hybrid credit/debit card. If you open an optional LOC with draws disbursed to your Checking Account, then you must specifically request those LOC draws under the terms of your credit agreement with the LOC lender. Your use of the NinjaCard® will not automatically trigger an LOC draw. See [Section VII\(H\)](#) (NinjaCard® and Optional LOC).**

- **No Check Writing Feature.** The Account is checkless, meaning you may not write checks drawn on the Account. See [Section VII\(F\)](#) (No Check Writing Feature).
- **No Overdrafts or Overdraft Fees.** The Account does not pay overdrafts, meaning we will not pay any item presented to your Account unless your Available Balance is sufficient to pay the item. See [Section VII\(G\)](#) (No Overdrafts or Overdraft Fees).
- **NinjaForce® Cardholders.** If your card fulfillment package indicates you are a NinjaForce® cardholder, then we: (1) waive your first Monthly Maintenance Fee; and (2) automatically rebate \$9.00 of the Monthly Maintenance Fee in the form of a \$9.00 monthly deposit to your Savings Account. Except for these two benefits—and unless expressly varied by this Deposit Agreement or other written communication from us—NinjaForce® cardholders are subject to all other fees, rewards, terms, and conditions set out in this Deposit Agreement.

### **II. USA PATRIOT ACT NOTICE**

The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. In order to open an Account, you will be asked to provide your name, a valid physical U.S. street address, a telephone number, a date of birth, and other information that identifies each person who opens an Account. You may also be asked to provide other personal and financial information that will allow us to identify you, including a driver’s license or other identifying documents.

You agree that we may obtain information about you from one or more consumer reporting agencies (“CRAs”) or non-CRA data vendors. You further agree that we are permitted to obtain information about you from these sources from time to time after the Accountholder relationship has been established for the purpose of managing your Account, offering other Financial Services to you, or collecting amounts due on your Account. We may also report your Account performance to CRAs and others to the full extent permitted by law.

If we are not able to verify your identity to our satisfaction, we will not open your Account or we may close the Account if it was previously funded and return your deposited funds, less any fees accrued up to the date of closure, to you via ACH, EFT, or other method, in our sole discretion. We reserve the right to not open an Account for anyone or limit the number of Accounts that you have in our sole discretion. Your Account is subject to fraud prevention restrictions at any time, with or without notice.

### **III. CONSENT TO ELECTRONIC DELIVERY**

#### **A. Definition of “Electronic Disclosures”**

To be eligible for a NinjaCard®, you must agree to receive disclosures electronically. These disclosures include, but are not limited to, this Deposit Agreement and the LOC agreement (if you elect to open an optional LOC) together with all other disclosures, notices, or communications concerning your Account or LOC such as monthly Account Statements from us, periodic statements from the LOC lender, our responses to claimed errors on Account Statements, the Bank Privacy Policy, the [Program Manager Privacy Policy](#), and all future changes to any of these materials (collectively “*Electronic Disclosures*”).

As a condition of submitting a complete application for a NinjaCard®, you must agree in the application flow—located at [www.ninjacard.com](http://www.ninjacard.com)—to electronic delivery of the Electronic Disclosures. In the application, we refer to this consent as your “*E-SIGN Consent*.” By entering into this Deposit Agreement, you confirm your E-SIGN consent and otherwise agree to the terms of this [Section III](#) (Consent to Electronic Delivery). Please review your application E-SIGN consent carefully and print or download a copy for your files. We will also make your application E-SIGN Consent, together with this Deposit Agreement, available for print or download through Online Banking.

#### **B. Withdrawing Consent to Electronic Delivery**

If you wish to withdraw your consent, you may do so contacting us at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

We will cancel the Account and your NinjaCard® if you withdraw your consent to electronic delivery. If you decide to withdraw your consent, then the legal effectiveness, validity, and enforceability of your prior consent to electronic delivery will not be affected. Any withdrawal of your consent to electronic delivery will be effective only after we have received reasonable time to process your withdrawal.

### C. Hardware and Software Requirements

To review and retain the Electronic Disclosures, you must have access to the equipment and software listed below.

- Operating system for Online Banking: Microsoft Windows® 7 or higher or Apple Mac OS® 10.9 or higher. Operating system for Mobile App: Android® 6.0 or higher or Apple iOS 14.0 or higher.
- Personal computer browser that supports 128-bit encryption: Google Chrome® 93 or higher, Edge 96 or higher, or Mozilla Firefox® 93 or higher. Apple® browser that supports 128-bit encryption: Apple Safari® 14.x or higher or Google Chrome® 93 or higher.
- Equipment for Online Banking: personal computer or Apple Mac® with connection to internet. Equipment for Mobile App: tablet or smart phone with connection to wireless network.
- Email account accessible by only you.
- Document reader software capable of handling documents rendered in HyperText Markup Language (“HTML”) or portable document format (“PDF”).
- Electronic storage capacity sufficient to download and retrieve Electronic Disclosures.
- Printer capable of printing Electronic Disclosures as well as any user emails, texts, or interface (“UI”) screens you may choose to print.

### D. Paper Copies of Disclosures

You may receive a paper copy of any Electronic Disclosure by paying the fee disclosed in the Schedule of Fees and contacting us at the physical address, email address, or phone number listed below. Your request should specify the document that you would like us to send and provide your name, address, and Account number.

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

### E. Procedures to Update Your Records

By entering into this Deposit Agreement, you represent that all the information you provided in your NinjaCard® application, including your name and contact information, is complete and accurate.

It is your responsibility to provide us with an accurate and updated name, email address, phone number, and residential address. If you change your name or your contact information, then you must contact us within 10 days of the change and ask us to update our records. You can update this information by contacting us at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

## IV. CONTACT INFORMATION

We encourage you to contact us if you have any comments or concerns about your Account.

Please write to the Bank at:

Republic Bank of Chicago, Member FDIC  
Attn: NinjaCard® Customer Support  
2221 Camden Ct.  
Oak Brook, IL 60523-9848

You may also write to our Program Manager at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

Customer Support is available during business hours Monday – Friday 8am - 9pm (CT), and Saturday & Sunday 9am - 4pm (CT) by calling 855-646-5242 (855-NINJA42).

If you cannot resolve an issue with the Bank or our Program Manager, you may file a complaint with:

Federal Deposit Insurance Corporation  
Consumer Response Center  
1100 Walnut St., Box #11  
Kansas City, MO 64106  
Phone 1(877) 275-3342  
<https://ask.fdic.gov/>

## V. DEFINITIONS

### A. Definitions Appearing in Introductory Paragraphs

As recited in the introductory paragraphs that immediately follow the Schedule of Fees:

#### 1. Account

“*Account*” means the Checking Account and Savings Account you open with us by depositing funds under the terms and conditions of this Deposit Agreement. For reasons of convenience, this Agreement may refer to your Checking Account and Savings Account, collectively, as the “*Account*.”

#### 2. Accountholder, You, and Your

“Accountholder,” “*you*,” and “*your*” mean the person who has opened and owns an Account.

#### 3. Arbitration Agreement

“*Arbitration Agreement*” means [Section XXI](#) of this Deposit Agreement, which describes how claims arising from or relating to this Deposit Agreement are subject to binding arbitration if the person against whom a claim is asserted elects to arbitrate the claim.

#### 4. Bank, We, our, and Us

“*Bank*,” “*we*,” “*our*,” and “*us*” mean Republic Bank of Chicago, Member FDIC, and its successors, assigns, agents, and service providers.

#### 5. Deposit Agreement

“*Deposit Agreement*” means all the terms and conditions set forth in this Deposit Agreement, including the Schedule of Fees (first page), the Truth-In-Savings Disclosure ([Section XI](#)), the Funds Availability Disclosure ([Section XII](#)), the Electronic Funds Transfer (“EFT”) Disclosure and Error Resolution Notice ([Section XIII](#)), the Rewards Program ([Section XVI](#)), and the Arbitration Agreement ([Section XXI](#)).

#### 6. EFT and Error Resolution Notice

“*EFT Disclosure and Error Resolution Notice*” means [Section XIII](#) of this Deposit Agreement, which provides our initial disclosures under the Electronic Funds Transfer Act, including error resolution notice. Among other information, this disclosure describes the rights and responsibilities that each

of us has for electronic funds transfers, including unauthorized transfers, in your Account.

## 7. Funds Availability Disclosure

“*Funds Availability Disclosure*” means [Section XII](#) of this Deposit Agreement, which describes our policy for making funds deposited to your Account available to you.

## 8. LOC

“*LOC*” means any optional line-of-credit you elect to open in which draws are disbursed to the Account. The terms and conditions governing your LOC will be set out in a separate LOC agreement that you sign with the LOC lender. You are not required to open an LOC as a condition of opening an Account with us.

## 9. Mobile App

“*Mobile App*” means any mobile device application—made available to you by the Bank and our Program Manager on application platforms such as Apple App Store® and Google Play®—through which you may securely manage your Account and otherwise obtain information regarding your Account. When downloading or using the Mobile App, your mobile carrier’s message and data rates may apply. The Account features supported by the Mobile App may be more limited than those supported by Online Banking. For example, features such as linking an external bank account and opening an optional LOC may be managed from the Mobile App but must be set up via Online Banking.

## 10. NinjaCard®

“*NinjaCard®*” means the debit card issued by Republic Bank of Chicago, Member FDIC, which you may use to access the funds in your Checking Account, as further described in [Section X](#) (NinjaCard® Rights, Privileges, and Limitations).

Your NinjaCard® is a debit card attached to your Checking Account. It is not a credit card, gift card, or hybrid credit/debit card.

If you open an optional LOC, note that your use of the NinjaCard® will not automatically trigger an LOC draw. For example, an LOC draw will not automatically occur if you attempt an ATM withdrawal or POS transaction for which you have insufficient funds in your Checking Account. To request an LOC draw, you must request the draw through Online Banking or Mobile App. LOC draws deposited to your Checking Account will generally be available in your Checking Account the same Business Day you complete the LOC draw. See [Section XII](#) (Funds Availability Disclosure).

## 11. Online Banking

“*Online Banking*” means the website—made available to you by the Bank and our Program Manager at [www.ninjacard.com](http://www.ninjacard.com)--through which you may securely manage your Account, link an external bank account, and manage any optional LOC you have elected to open.

## 12. Program Manager

“*Program Manager*” means NinjaCard, LLC and its successors, assigns, agents, and service providers.

## 13. Rewards Program

“*Rewards Program*” means the requirements and benefits of the belt-levels rewards program available to Accountholders (*i.e.*, white, yellow, orange, green, blue, purple, brown, and black). By providing an electronic signature (see “Important Notices”) and continuing to maintain an Account with us, you agree to the most recent version of the Rewards Program, which is available through Online Banking. The Rewards Program is composed of the two parts listed below.

**Monthly Savings Reward.** We deposit a Monthly Savings Reward to your Savings Account for each Program Month in which you meet the Monthly Savings Reward Requirements (*i.e.*, designated goals for Qualifying Direct Deposits, Account status, and LOC status). The Schedule of Fees (above) lists the amount of the Monthly Savings Reward applicable when you open your Account. This amount may increase as you advance through the progressive belt levels.

**Additional Belt Rewards.** In addition to the Monthly Savings Reward, your belt level may entitle you to Additional Belt Rewards (*e.g.*, increase LOC credit limit and/or decrease LOC draw fee). To qualify for the Additional Belt Rewards associated with a belt level, you must meet the posted requirements for that level. These belt-level requirements are designed to build savings, monitor debt, and encourage on-time payments.

**Example.** For example, upon opening an Account, you begin the Rewards Program as a white belt. If you satisfy the Monthly Savings Reward Requirements, then you not only earn a Monthly Savings Reward (*e.g.*, \$10) but also advance to yellow belt. Your yellow-belt status may entitle you to Additional Belt Rewards posted on the NinjaCard® website (*e.g.*, increase LOC credit limit from \$500 to \$1,000, and reduce LOC draw fee from 20% to 15%). By continuing your financially responsible behavior (*e.g.*, reaching posted levels for balance of Savings Account, number of on-time payments, and credit score), you can advance your belt level to orange, green, blue, purple, brown, and then black. These progressive belt levels may not only increase the amount of your Monthly Savings Reward (*e.g.*, \$12, \$15, and then \$19.99) but may also increase the value of your Additional Belt Rewards (*e.g.*, increase LOC credit limit to \$1,500, \$2,000, \$2,500, and then \$3,000, and decrease LOC draw fee to 12%, 10%, and then 0%).

## 14. Truth-in-Savings Disclosure

“*Truth-in-Savings Disclosure*” means [Section XI](#) of this Deposit Agreement, which provides our disclosures under the Truth-in-Savings Act. Among other information, this disclosure describes the interest we pay on your Savings Account.

### B. Additional Definitions

Additional capitalized terms used in this Deposit Agreement are defined below.

#### 1. Access Device

“*Access Device*” means your NinjaCard®, PIN, Login Credentials, mobile device, computer, and any other code or device made available to you to access your Account, including through Online Banking and Mobile App.

#### 2. Account Statement

“*Account Statement*” means the statements of your Account’s activity, including fees. The statement is delivered monthly through Online Banking.

#### 3. ACH

“*ACH*” means automated clearing house (ACH) transaction, which is a type of electronic funds transfer that is governed by the NACHA Operating Rules and that uses batch processing and a store-and-forward system to generally provide next-Business-Day funds availability to the ACH receiver.

#### 4. Additional Belt Rewards

“*Additional Belt Reward*” means any additional benefits you may earn—in addition to the Monthly Savings Reward—by meeting the requirements listed in the belt system progression table, which we publish on our website ([www.ninjacard.com](http://www.ninjacard.com)) and incorporate by reference into this Deposit Agreement.

#### 5. Actual Balance

“*Actual Balance*” is the amount of money that is in your Account at any given time. We use the Actual Balance to determine whether an Item should be returned unpaid because the Account contains insufficient funds to pay the Item. Actual Balance reflects transactions that have posted to your Account but does not include:

- the amount of pending transactions, such as POS transactions, that have not yet settled;
- funds on hold in accordance with our Funds Availability Disclosure;
- our receipt of notice that a transaction will be presented or returned; or
- our receipt of legal process relating to your Account.

#### 6. ATM

“*ATM*” means automated teller machine. You may perform a cash withdrawal or balance inquiry at any ATM.

#### 7. Available Balance

“*Available Balance*” is the amount of money that is both in your Account and available for withdrawing funds or authorizing transactions. Available Balance is used to determine whether to authorize, pay, or return transactions. Available Balance, which may be different than your Actual Balance, is reduced by:

- the amount of pending transactions, such as a POS transaction, that have not yet settled;

- funds on hold in accordance with our Funds Availability Disclosure;
- our receipt of notice that a transaction will be presented or returned; or
- our receipt of legal process relating to your Account.

#### 8. Business Day

“*Business Day*” means Monday through Friday, except federal holidays, even if we are open. Non-Business Days are considered part of the next Business Day.

#### 9. Change-in-Terms Notice

“*Change-in-Terms Notice*” or “*CIT Notice*” means the prior written notice that we will deliver to you if required by applicable law upon our amendment of this Deposit Agreement, including the Schedule of Fees. Our legal obligation to deliver a CIT Notice, and the length of the notice period, will vary based on the subject matter of the change and whether the change diminishes your benefits, raises your costs, or limits your use of the Account.

#### 10. Checking Account

“*Checking Account*” means the non-interest-bearing demand deposit account you open with us when you activate your NinjaCard®. For reasons of convenience, our Online Banking, Mobile App, and periodic statements may refer to the Checking Account as the “*Spending Account*.”

#### 11. Deposit Cut-Off Time

“*Deposit Cut-Off Time*” means 5:00 pm Central Time on a Business Day, as described further in the Funds Availability Disclosure.

#### 12. Deposit Date

“*Deposit Date*” means the date we consider a deposit received for the purpose of determining funds availability, as described further in the Funds Availability Disclosure.

#### 13. Determination Date

“*Determination Date*” means the first Business Day of each Program Month.

#### 14. Direct Deposit

“*Direct Deposit*” means an ACH credit intended for, or posted to, your Account.

#### 15. EFT

“*EFT*” means electronic funds transfer.

#### 16. FDIC

“*FDIC*” means the Federal Deposit Insurance Corporation.

#### 17. Financial Service

“*Financial Service*” means your Account, the Rewards Program, and any other financial product or service made available through Online Banking or Mobile App or otherwise provided in connection with your Account. The term includes service charges, electronic items or transactions, preauthorized payments, automatic transfers, ACH transactions, Account adjustments, and any other instrument or instruction for the credit, payment, transfer, or withdrawal of funds to or from your Account.

#### 18. Foreign Transaction

“*Foreign Transaction*” means a purchase transaction that is at least \$1.00 and is made either (a) in a foreign currency or (b) in U.S. dollars but processed outside the U.S.

#### 19. IAT

“*IAT*” is the standard entry class code of an international ACH initiated under the NACHA Operating Rules.

#### 20. Item

“*Item*” means fees, service charges, POS transactions, ATM withdrawals, ACH debits, Direct Deposits, Qualifying Direct Deposits, ACH credits, internal transfers, external bank transfers, adjustments, or any other instruments or instructions for the payment, withdrawal, debit, deposit, credit, or transfer of funds to or from your Account.

#### 21. International ATM Withdrawal

“*International ATM Withdrawal*” means the U.S. dollar amount of an ATM withdrawal issued in a foreign currency.

#### 22. IRS

“*IRS*” means the Internal Revenue Service.

#### 23. Legal Process

“*Legal Process*” means any writ of attachment, execution, garnishment, tax withholding order, or other levy, subpoena, warrant, injunction, restraining order, government agency request for information, or other legal process relating to your Account.

#### 24. Login Credentials

“*Login Credentials*” means the authentication method used to provide you secure access to Online Banking or the Mobile App. The term includes a username and password combination, dual factor authentication, and any passwordless authentication method such as a one-time-use code or “magic link” sent to your verified email address.

#### 25. MICR Line

“*MICR Line*” means the magnetic ink character recognition line (MICR) located at the bottom of a check, which contains the routing number of the paying bank and the account number of the maker.

#### 26. Modification Date

“*Modification Date*” means the date that a change in the terms of this Deposit Agreement becomes effective. We may revise the Deposit Agreement from time to time in our sole discretion. By providing electronically signing this Deposit Agreement and continuing to maintain an Account with us, you agree to the most recent version of the Deposit Agreement, which we make available through Online Banking. When required by law, we will deliver a change-in-term notice at least 45 days before a Modification Date. Additionally, we will apply Rewards Program changes prospectively, meaning that the change will not affect any Monthly Savings Rewards you have already received.

#### 27. Monthly Savings Reward

“*Monthly Savings Reward*” means the cash we deposit to your Savings Account for each Program Month in which you meet the Monthly Savings Reward Requirements. The Schedule of Fees (above) lists the Monthly Savings Reward amount applicable when you open an Account. This amount may increase as you advance through our belt-levels reward program.

#### 28. Monthly Savings Reward Requirements

“*Monthly Savings Reward Requirements*” means the requirements you must meet, as of the Determination Date, to earn a Savings Reward for a Program Month.

- Direct Deposit Status. The aggregate of Qualifying Direct Deposits posted to the Account per Statement Cycle is at least \$500.
- Deposit Account Status. Your Checking Account and Savings Account are in current or good-standing status, meaning you have paid all Account fees when due and have not created a negative balance.
- Optional LOC Status. Any Optional LOC you have activated is in current or good-standing status, meaning you have paid all LOC charges when due.

#### 29. NACHA Operating Rules

“*NACHA Operating Rules*” means the Operating Rules of the National Automated Clearing House Association (NACHA), which administers the initiation, receipt, and settlement of automated clearing house (ACH) transactions among participating financial institutions.

#### 30. OFAC List

“*OFAC List*” means, collectively, the Specially Designated Nationals and Blocked Persons list (SDN List) and all other sanctions lists administered by Office of Foreign Assets Control (OFAC). For details, see the OFAC Sanctions List Search <https://sanctionssearch.ofac.treas.gov/>.

#### 31. PIN

“*PIN*” means a personal identification number used in connection with your NinjaCard® to conduct Checking Account transactions.

#### 32. POS

“POS” means the point-of-sale where you may use your NinjaCard® to purchase goods or services from a merchant. Depending on the merchant’s cash-back policies, you may also be allowed to select “Debit” and enter your PIN to get cash back when making a purchase.

### 33. Program Month

“Program Month” means the first full calendar month following the date you activate your NinjaCard® and each full or partial calendar month thereafter so long as your card is active as of the first Business Day of that month.

### 34. Qualifying Direct Deposit

“Qualifying Direct Deposit” means a Direct Deposit posted to your Checking Account from a recurring income source such as an employer or government agency. The term excludes a Checking Account deposit from a non-income source (e.g., a loan disbursement) and excludes an internal transfer between your Checking Account and Savings Account.

### 35. Savings Account

“Savings Account” means the interest-bearing demand deposit account you open with us when you activate your NinjaCard®.

### 36. Schedule of Fees

“Schedule of Fees” means the schedule that lists the fees and charges associated with the Account and the NinjaCard®. The Schedule of Fees appears as the leading page of this Deposit Agreement.

### 37. Split Transaction

“Split Transaction” means a purchase in which you pay part of the purchase amount with your NinjaCard® and the remainder of the purchase amount with funds from another source. A merchant may, but need not, allow you to conduct a Split Transaction if you do not have an Available Balance in your Checking Account sufficient to pay the entire purchase.

### 38. Statement Cycle

“Statement Cycle” means your Account Statement period, which is generally monthly. The beginning of your Statement Cycle depends on when you open your Account. Your Statement Cycle may vary slightly from one month to the next and may not align with the beginning of the calendar month.

### 39. System

“System” means the electronic payment network operated by Visa, MasterCard®, or any other applicable card association.

### 40. UCC

“UCC” means the Uniform Commercial Code adopted by Illinois, 810 ILCS 5/1-101, *et seq.*

## VI. IMPORTANT INFORMATION ABOUT ACCOUNT

### A. Account Ownership

An Account may be opened in the name of only one person. Funds in the Account may be paid to or on the order of that individual, or someone to whom that individual has given a power of attorney, or as otherwise may be required or permitted by law. Account ownership is non-transferable. An Account may not be owned or titled jointly, by an organization, as “Payable on Death” or “In Trust For”.

### B. Responsibility for Fees

You agree to pay the charges as shown in the above Schedule of Fees. We will deduct the charges directly from your Account for applicable Account activity. We will not be liable for dishonor of any Item resulting from our deduction of any charges as authorized by this Deposit Agreement. NOTE: Fees assessed to your Account balance may bring your Account balance negative. If your Account balance is less than the fee amount being assessed to your Account or your Account balance is already negative, then the assessment of the fee will result in a negative balance on your Account, increase the negative balance on your Account, or pend for payment, as applicable. If this occurs, then any subsequent deposits to your Account will first be applied to the negative balance and/or pending fees. Additionally, up to three months of unpaid monthly fees may be collected in a single month upon a subsequent deposit to your Account.

### C. Responsibility for Collection Costs

You are responsible for all obligations arising out of the ownership and maintenance of your Account, including all fees and charges incurred on the

Account, the amount of any deposit Items that were returned after being credited to the Account, and any losses arising from your breach of this Deposit Agreement or violation of applicable law. If you breach this Deposit Agreement or violate applicable law, then—to the maximum extent permitted by applicable law—you agree to pay the collection costs, **including reasonable attorney’s fees**, we incur in enforcing our rights under this Deposit Agreement, including collecting unpaid sums.

### D. Receipt of Account Statements

You will be able to review Account transactions and Account Statements through Online Banking or the Mobile App. We will send you an email that your Account Statement is available in Online Banking, and the Account Statement will be deemed received by you—and delivered by us—on the date it is posted to Online Banking.

### E. Duty to Review of Account Statements

#### 1. Duty to Report Unauthorized Transactions

You must review all Account Statements promptly and carefully after delivery. You must report any unauthorized transaction within a reasonable period but not longer than sixty (60) days after statement delivery date (*i.e.*, the date we post the Account Statement containing the unauthorized transaction to Online Banking).

To report an unauthorized transaction, contact us at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninja-card.com](mailto:support@ninja-card.com)  
or  
855-646-5242 (855-NINJA42)

If you fail to report a person’s unauthorized transaction within the 60-day timeframe specified above, then you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. See [Section XIII](#) (EFT Disclosure and Error Resolution Notice).

#### 2. Duty to Report Errors

In addition to reporting unauthorized transactions, you must report any error appearing in (or omitted from) an Account Statement, including but not limited to an error concerning a transaction’s date, amount, or merchant or an encoding error (*i.e.*, an error in the machine reading of a deposited check’s MICR Line). If we make Item images available, then you must examine those images for any unauthorized or missing indorsements or other errors. You must report any error within a reasonable period but not longer than sixty (60) days after the statement delivery date (*i.e.*, the date we post the first Account Statement containing (or omitting) the error to Online Banking).

To report an error, contact us at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninja-card.com](mailto:support@ninja-card.com)  
or  
855-646-5242 (855-NINJA42)

If you fail to report an error appearing in (or omitted from) an Account Statement within the 60-day timeframe specified above, then you may bear the loss caused by that error.

### F. Death or Adjudication of Incompetency

We may freeze, refuse, or reverse deposits and transactions and/or return government benefit payments made to the Account holder if you die or are adjudicated incompetent. If you give us instructions regarding your Account which are to be effective at a future date, and you die or are adjudicated incompetent prior to the date you specified, then the instructions shall be effective, unless we receive written notice of death or incompetency prior to honoring such instructions.

### G. Dormancy

Your Account is dormant if your Account has not had any customer-initiated activity (that is, if you have not logged in to Online Banking or the Mobile App, and have made no purchases, no cash withdrawals, no cash



remittances, or no balance inquiry fees have been assessed) for the period listed in the table below.

Checking Account	Savings Account
12 consecutive months	24 consecutive months

For security reasons, we may refuse a withdrawal or transfer from an Account that we internally classify as dormant, in our sole discretion, if we cannot reach you in a timely fashion to confirm the transaction's authorization. An Account that has become dormant and that has no funds will be closed.

#### H. Accounts Presumed to Be Abandoned

In accordance with applicable state law, funds in dormant, inactive, and/or abandoned Accounts will be remitted to the custody of the applicable state agency at the time required by state law, and we will have no further liability to you for such funds. We may, at our option, attempt to contact you at your last known address prior to remittance of funds to the applicable state and will attempt to do so if required by applicable law. Once remitted, you must apply to the appropriate state agency to reclaim your funds.

After the funds on deposit have been remitted to the state, the Account is closed. The fact that you may have one active account with us (e.g., Savings Account) does not keep your other Accounts active (e.g., Checking Account).

#### I. Legal Process

We may accept, process, and comply with any writ of attachment, execution, garnishment, tax withholding order, or other levy, subpoena, warrant, injunction, restraining order, government agency request for information, or other legal process relating to your Account (collectively "Legal Process") that we believe (correctly or incorrectly) to be valid and binding. We may accept, process, and comply with Legal Process regardless of the Bank's location, the method of service on us (including whether the law requires personal service), or where the records are stored.

We reserve the right to require service by such method, and at such location, as may be required by law. We further reserve the right to produce records or witnesses by such method, and at such location, as may be both convenient to us and permitted by law. We will give you notice of our receipt of Legal Process only to the extent required by law. Further, you acknowledge and agree that there may be instances where our notifying you of our receipt of Legal Process may be prohibited by law.

In responding to a search warrant or other legal process from a city, county, state, or federal law enforcement, or other agency, we may produce documents, including from facilities owned and operated by third parties maintaining such records on our behalf, even if such facility is not designated as the place to be searched in the search warrant or legal process. If we are required to pay any attachment, garnishment, writ, levy, or other legal process relating to your Account, then you authorize us to debit your Account. If we incur unreimbursed costs in responding to Legal Process—including reasonable attorney's fees and research, photocopy, and administrative expenses—then you further authorize us to debit your Account for those expenses without prior notice to you.

#### J. Our Right of Setoff

If you owe the Bank money—as a depositor, guarantor, or otherwise—and it becomes due, then we have the right under the law to use the money from your Account to pay the debt. We may, without prior notice, setoff the funds in the Account against any such due and payable debt you owe the Bank now or in the future. Our right of setoff does not apply to your Account if prohibited by law. You agree to hold us harmless from any claim arising from our exercise of our right of setoff.

Our setoff rights apply to money you owe to the Bank, not money you owe to another financial institution such as your LOC lender (if you have elected to open an optional line-of-credit). Thus, any payment we make from the Account to the LOC lender will be made based on your preauthorized transfer instruction in favor of the LOC lender, which you can revoke at any time. We will never exercise our setoff rights on behalf of the LOC lender to collect money you owe that lender.

#### K. Our Notices to You

We will endeavor to inform you of changes to your rights and obligations by providing a notice to you. In some cases, we may post a notice of a change on our website, [www.ninjacard.com](http://www.ninjacard.com); otherwise, we will provide it to you electronically. We may include a notice with or on your Account Statement. If you do not receive a notice, then the change will still be effective.

#### L. FDIC Insurance

The FDIC, an agency of the United States government, insures funds in your Account. Republic Bank of Chicago is a member of the FDIC. Deposits at FDIC-insured institutions are insured up to at least \$250,000 per depositor, per ownership category. FDIC insurance applies only to accounts held in the United States and its territories and possessions.

For details, see the FDIC's [Your Insured Deposits](#) brochure or visit the FDIC website at <https://www.fdic.gov/resources/deposit-insurance/>.

### VII. DESCRIPTION OF YOUR ACCOUNT

#### A. Use of Singular Term "Account"

For reasons of convenience, this Deposit Agreement uses the singular term "Account" to collectively refer to the two demand deposit accounts that—upon your depositing funds or activating the NinjaCard®, whichever is sooner—you open at Republic Bank of Chicago, an FDIC-insured financial institution. Where information pertains to only one demand deposit account or where the context otherwise requires a more detailed reference, the Deposit Agreement will specifically refer to the Checking Account or the Savings Account.

The Account is checkless, meaning we will not provide you checks or a checkbook and will not pay checks drawn on the Account. You may use the Account only for personal, family, or household purposes. You may not designate the Account for business use. You may not use the Account for any illegal or fraudulent activity. We may close your Account if we determine, in our sole discretion, that the Account is being used for a business use, for illegal or fraudulent activity, or for any other purpose that violates the terms of this Deposit Agreement.

#### B. Overview of Checking Account

Your Checking Account is non-interest bearing, meaning we will not pay interest on your balance. You may make Direct Deposits and other deposits to the Checking Account, provide the Bank routing number and the Checking Account number to a merchant or creditor (e.g., your LOC lender if you have opened an LOC) to authorize one-time or recurring ACH debit payments from the Checking Account, and transfer funds between the Checking Account and any linked external bank account or between the Checking Account and the Savings Account.

Additionally, you may use your NinjaCard® and PIN to make ATM cash withdrawals from the Checking Account, obtain a Checking Account balance, make PIN purchases from physical merchant locations, or get cash back from a purchase using a POS device bearing an acceptance mark displayed by the card. Finally, you may use your NinjaCard® without a PIN to make a non-PIN/signature purchase from an online or physical location using a POS device bearing an acceptance mark displayed by the card.

**For all the features offered by the Checking Account and its attached NinjaCard®, we charge the Monthly Maintenance Fee listed in the Schedule of Fees. To enhance the value you get from this Monthly Maintenance Fee, we encourage you to establish a Direct Deposit to your Checking Account and to use our Rewards Program (see [Section XVI](#)) as incentive to build savings, monitor debt, and make on-time payments. Additionally, if your Account is closed for dormancy, non-payment, at your or our election, or for any other reason, then we will waive any Monthly Maintenance Fees that (1) accrued more than two Statement Cycles before the Account-closure date and (2) remain unpaid as of the closure date.**

If you authorize a Qualifying Direct Deposit—that is, a Direct Deposit of at least \$500 per Statement Cycle from a recurring income source—you avoid any delinquency or negative balance in your Account, and you avoid any delinquency in your optional LOC, then we will effectively defray the Monthly Maintenance Fee by depositing the Monthly Savings Reward to your Savings Account. The Monthly Savings Reward amount starts at the amount listed in the Schedule of Fees and increases as you progress through our belt-color Rewards Program (i.e., white belt, yellow belt, orange belt, green belt, blue belt, purple belt, brown belt, and black belt).

#### C. Overview of Savings Account

Your Savings Account pays interest on your balance as specified in the Truth in Savings Disclosures. See [Section XI](#) below. You may transfer funds between the Checking Account and the Savings Account. You may also make deposits or otherwise authorize credits to the Savings Account. Additionally, a Monthly Savings Reward will be deposited to your Savings Account for each Program Month in which you meet the Monthly Savings Reward Requirements.

Note, however, that you may not make payments from the Savings Account or otherwise authorize debits from the Savings Account. For example, you may not authorize one-time or recurring ACH debits or account-to-account, non-ACH debit transfers from your Savings Account.

#### D. Opening Your Account

Your Account can be opened online at [www.ninjacard.com](http://www.ninjacard.com). To open your Account, you must provide all of the personal information we require from you, pass the mandatory identity verification process, and accept the terms of our E-SIGN Consent (authorizing our delivery of disclosures and legal documents in electronic format), FCRA Consent (authorizing us to obtain information about you from consumer reporting agencies and certain non-CRA data vendors), and Instant Bank Verification Consent (authorizing us to obtain credentialed information from your external bank account (*i.e.*, a bank account other than your Account with us). You must register your NinjaCard® via Online Banking or, if you choose to download the application to your mobile device, via the Mobile App. There is no initial deposit required to open an Account. You will have the option to deposit a maximum amount of \$2,500 when you initially open an Account after the verification process is completed.

#### E. Tax Information

When you open an Account, we are required to obtain, and each U.S. citizen or resident alien must give us, a certified U.S. Taxpayer Identification Number (“*TIN*”) and information regarding your backup withholding status. If you have a U.S. Social Security Number, this number is your TIN. You must certify that you are a U.S. person that you have provided the correct TIN and backup withholding status.

#### F. No Check Writing Feature

**The Account is checkless, meaning you may not write checks drawn on the Account.** This limitation applies to written checks, checks by phone, preauthorized drafts, and any other Item that is presented to your Account as a check or draft. We will not provide checks when you open the Account, and you may not order checks for your Account from us or any other source. When providing Account and routing numbers to merchants to make a payment (whether in person, electronically, or over-the-phone), you need to ensure that the merchant is using the ACH system to process the transaction as an electronic debit since ACH is an accepted form of payment for your Account. If the merchant processes a payment drawn on your Account as a check, then the check will be rejected and not paid. You may be charged a fee by the merchant if this happens and we will not be responsible for, or reimburse you for, any such fee.

#### G. No Overdrafts

**The Account does not pay overdrafts, meaning we will not pay any item presented to your Account unless your Available Balance is sufficient to pay the item.** We do not charge overdraft fees and do not allow you to vary our no-overdraft policy with any type of opt-in procedure. If an overdraft inadvertently occurs in your Account—for example, if a deposited item subsequently returns and the amount debited for the return exceeds your Available Balance—then we will not charge an overdraft fee but you must immediately deposit funds sufficient to bring your Available Balance to at least \$0.

#### H. NinjaCard® and Optional LOC

Upon opening an Account, you will be issued a NinjaCard®, which will be connected to your Checking Account upon activation. You can use the NinjaCard® for purchases and cash withdrawals, as described in this Deposit Agreement. See [Section X](#) (NinjaCard® Rights, Privileges, and Limitations). To activate your NinjaCard®, visit [www.ninjacard.com](http://www.ninjacard.com) (or download the Mobile App) and follow the card activation instructions that will appear after your secure login.

**Your NinjaCard® is a debit card attached to your Checking Account. It is not a credit card, gift card, or hybrid credit/debit card. Although you may authorize LOC draws that are disbursed to your Checking Account, you must specifically request those LOC draws under the terms of your credit agreement with the LOC lender. Your use of the NinjaCard® will not automatically trigger an LOC draw.**

### VIII. DEPOSITS TO YOUR ACCOUNT

#### A. Your Deposit Methods

You may deposit funds to your Account by the methods listed below.

- Direct Deposit (*e.g.*, wages from an employer or benefits from a government agency).

- One-time or recurring transfers from an external bank account, including an external bank account you have linked to your Account.
- Internal transfers between your Checking Account and Savings Account.

We will not accept Direct Deposits made payable to, or for the benefit of, any person other than the Accountholder. This requirement applies to Direct Deposits from employers, government agencies, or any other Direct Deposit sender. Therefore, note the following requirement regarding federal payments:

THE ONLY FEDERAL PAYMENTS THAT MAY BE DEPOSITED TO YOUR ACCOUNT VIA DIRECT DEPOSIT ARE FEDERAL PAYMENTS MADE PAYABLE TO, OR FOR THE BENEFIT OF, THE ACCOUNTHOLDER.

If you use Online Banking or Mobile App to deposit funds to your Account from an external bank account, then you authorize us to complete the transfer you have initiated. The bank or other depository financial institution from which you are transferring funds to your Account must be a U.S. financial institution. If a deposit you make by external bank transfer is returned to us unpaid or otherwise charged back to us, then we will charge it back to your Account.

The deposit methods listed above are the only deposit methods permitted for your Account. We will not accept—and are not liable for—deposits mailed to us as checks, money orders, or cash. We will not accept any inbound wire transfers to your Account. You may not make a deposit at our Republic Bank of Chicago, Member FDIC, branches.

#### B. Our Deposit Procedures

We reserve the right to refuse, return, or limit any deposit you make to your Account and to establish and change, in our sole discretion, the maximum dollar limits for deposits. If we change the deposit limits on your Account, then we will notify you as required by applicable law. We will not be liable to you for refusing a deposit, even if it causes us to decline transactions you have already made.

If we are subject to local clearinghouse rules, then you specifically authorize us to handle Items in accordance with the rules and regulations of the clearinghouse. At our option, we may take an Item for collection rather than for deposit.

##### 1. Provisional Credit

All deposited Items are credited subject to final settlement in cash or credits. We will give only provisional credit until collection is final for any Items, other than cash, that we accept for deposit. See [Section XI](#) (Funds Availability Disclosure) for information about when you can withdraw funds you deposit. Before settlement of a deposit, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the Item and even though we provide you provisional credit for the Item. We assume no responsibility beyond our exercise of ordinary care.

If we permit you to withdraw funds from your Account before final settlement has been made for any deposited Item, and final settlement is not made, then we have the right to charge your Account or obtain a refund from you. Additionally, we may charge back any deposited Item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit or return of deposited Items or for any damages resulting from any of those actions.

##### 2. Posting Order

After the close of each Business Day, we generally post Items to your Account in the order listed below.

- Deposits. Deposits we receive before our daily cut-off time, as listed in our Funds Availability Disclosure, will be posted before any withdrawals.
- Withdrawals. Withdrawals will be posted in chronological order, based on the date and time assigned to each transaction.
  - Date/Time Assignment. A date and time, when available, will be assigned to each transaction based on:
    - when the transaction was preauthorized (*e.g.*, when a NinjaCard® purchase or ATM transaction was approved); or

- when the transaction was approved by a U.S. bank.
- **Items Assigned Date/Time.** Items assigned a date/time are posted to your Account in chronological order.
- **Items Not Assigned Date/Time.** After our posting of date/time-assigned Items is complete, we will post Items for which a valid date/time is not available. These unassigned Items will be posted in order of amount, starting with the lowest transaction amount first. This posting order is often called “low-to-high” posting.

The order in which we post Items to your Account on a Business Day is important if your Available Balance is insufficient to pay all the Items presented to your Account that day. In such case, our posting order could affect whether an Item is returned and whether you must pay a returned item fee to us, as listed in the Schedule of Fees, or to any third party that may impose a returned item fee. For this reason, please review this [Section VIII\(B\)\(2\)](#) (Posting Order) carefully, as our posting order can affect the number of Items returned unpaid and the amount of fees you may have to pay.

WHEN POSTING ITEMS PRESENTED TO YOUR ACCOUNT, WE FIRST POST DEPOSITS AND THEN POST WITHDRAWALS. FOR DEBIT ITEMS ASSIGNED A PREAUTHORIZATION OR APPROVAL DATE/TIME, WE PAY THE ITEMS IN CHRONOLOGICAL ORDER. FOR DEBIT ITEMS NOT ASSIGNED A DATE/TIME, WE PAY THE ITEMS BY ASCENDING AMOUNT, OFTEN CALLED LOW-TO-HIGH POSTING.

Although we will generally post Items in the order described above—first credits deposited before our daily cut-off time of 5pmCT, then time-stamped debits in chronological order, then non-time-stamped debits in ascending amount order—we may change this posting order without notice to you and at our sole discretion. Additionally, with respect to individual Items, we reserve the right to determine which Items we will pay and which we will return.

### 3. Return of Deposited Items

If we credit your Account for a deposited Item and, thereafter, the paying bank or any collecting bank returns the Item to us—at any time and for any reason—then you agree that we may accept that return and charge the Item against your Account. You agree that we may handle the returned Item in this manner without regard to whether the paying bank or collecting bank returned the Item in conformance with applicable deadlines and rules. You further agree that we may debit your Account for any interest that may have been calculated or paid on the returned Item.

We will debit the returned Item to your Account on the earlier of the Business Day it is returned to us or the Business Day we receive the notice of return. In some cases, the bank on which a returned Item is drawn may send us—in lieu of the original Item—an electronic notice of return, an indemnified copy of the original, or an image replacement document. In these cases, you agree that we may treat these substitutes as the original returned Item.

You agree that we are not obligated to take any action or inaction to recover payment for a deposited Item that is returned to us. We will not be liable if debiting a returned Item to your Account results in insufficient funds to cover any other Items that may be presented for payment. If a returned deposit Item causes a negative balance of your Account, then you agree to immediately repay the negative balance amount.

### 4. Collection Through Correspondents

You agree that we have the right to forward Items to correspondents, including all Federal Reserve Banks, for collection. We will not be liable for the default or neglect of these correspondents or for any loss of the Item in transit. The correspondents will not be liable except for their own negligence.

You specifically authorize us and our correspondents, including the Federal Reserve Banks, to handle Items in accordance with provisions of Regulation J (12 CFR Part 210, Subpart A), as amended from time to time by the Federal Reserve Board.

### C. Setting Up Direct Deposit

The Monthly Savings Reward is designed to encourage you to authorize a Qualifying Direct Deposit to your Account—that is, a Direct Deposit of at least \$500 per Statement Cycle from a recurring income source such as an employer or government agency rather than from a non-income source such as a lender. To set up Direct Deposit, you must provide our Bank routing number and your Account number to the originator of the Direct Deposit. For assistance in identifying these numbers and in establishing Direct Deposit,

please see the Direct Deposit instructions made available through Online Banking and Mobile App. Additionally, we encourage you to contact our Customer Service for assistance in setting up Direct Deposit:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

After you set up Direct Deposit, we may, but are not obligated to, provide early credit to your Account for the Direct Deposits we receive. That is, we may, in our sole discretion, make Direct Deposit funds available in your Account prior to the originator’s entry date on the ACH credit. If we permit you to withdraw funds from your Account before final settlement has been made for any Direct Deposit, and final settlement is not thereafter made, then we have the right to charge your Account or obtain a refund from you. We may review any ACH credit entry to determine whether the funds are due to you from the originator. If our handling of ACH credits is subject to local clearinghouse rules, then you specifically authorize us to handle those Items in accordance with the rules and regulations of the clearinghouse. Except as may be attributable to our failure to exercise ordinary care, we will not be liable for any dishonor resulting from the reversal of a credit or the return of a Direct Deposit.

### D. Minimum and Maximum Initial Deposit

We require no minimum initial deposit as a condition of your opening an Account. However, your initial deposit—that is, the aggregate deposit you make to your Checking and Savings Accounts on your Account-opening date—may not exceed the maximum listed in the Schedule of Fees. We may modify this initial-deposit limit, or impose new initial-deposit requirements, at our sole discretion and upon providing you any prior notice required by law.

## IX. TRANSACTIONS AND WITHDRAWALS

### A. Generally

Subject to the fees, daily transaction limits, and conditions described in this [Section IX](#) and the Schedule of Fees, you may use your NinjaCard® at the places listed below.

- **Physical Merchant Location.** At a physical merchant location, you may use your NinjaCard® to make a PIN purchase or a non-PIN/signature purchase. Additionally, by selecting “Debit” and entering your PIN, you may get cash back when making a purchase at a physical merchant location.
- **Online Merchant Location.** At an online merchant location, you may use your NinjaCard® to make a non-PIN/signature purchase.
- **ATM.** At an ATM, you may use your NinjaCard® and PIN to make a cash withdrawal or obtain your Account balance.
- **Online Banking or Mobile App.** Through Online Banking or Mobile App, you may provide the Bank routing number and the Checking Account number to a merchant or creditor (e.g., your LOC lender if you have opened a LOC) to authorize one-time or recurring ACH debit payments. Additionally, you may transfer funds between the Checking Account and any linked external bank account or between the Checking Account and the Savings Account.

All of these transactions and withdrawals are limited to the Available Balance in your Account and to the applicable policies of the ATM owner, network operator, and POS merchant. Additionally, transactions and withdrawals are subject to fees and daily transaction limits, as listed in the Schedule Fees.

### B. Purchases and Disputes

You may use your NinjaCard® and PIN to make a PIN purchase at a physical merchant location that accepts cards bearing an acceptance mark displayed by the NinjaCard®. You may use your NinjaCard® without a PIN to make a non-PIN/signature purchase at an online or physical merchant location that accepts cards bearing an acceptance mark displayed by the NinjaCard®.

You may make these purchases only if you have an Available Balance in your Checking Account sufficient to cover the transaction. Although you may authorize LOC draws that are disbursed to your Checking Account, you must specifically request those LOC draws under the terms of your credit agreement

with the LOC lender. Your use of the NinjaCard® will not automatically trigger an LOC draw.

If the goods or services purchased with the NinjaCard® are delivered in an undamaged condition, then you must resolve directly with the merchant—without our involvement—any dispute you have concerning the quality, quantity, safety, legality, delivery, or advertisement of the goods or services. In contrast, if a purchase is unauthorized or fraudulent or if the purchased goods or services were undelivered or damaged, then you may dispute the purchase by contacting us at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

### C. Split Transactions

If the Available Balance in your Checking Account is not sufficient to cover a purchase you want to make, then you may ask the merchant to split the purchase so you can pay part with your NinjaCard® and the remainder with funds from another source (a “Split Transaction”).

When determining whether to allow a Split Transaction, the merchant will need to know the amount to be allocated to the NinjaCard®, a question you can answer by identifying your Checking Account’s Available Balance through Online Banking or Mobile App. Some merchants may prohibit Split Transactions entirely. Others may require you to pay the remaining portion in cash.

### D. Purchase Returns and Refunds

If you are entitled to a return or refund for goods or services purchased with the NinjaCard®, then you must handle your purchase dispute directly with the merchant. Although we will post a merchant credit to your Account when we receive it, you acknowledge and agree that we have no control over whether and when the merchant will issue a credit for your purchase dispute.

We are not responsible in any way for the goods or services you purchase with the NinjaCard®, including, without limitation, their quality, quantity, safety, legality, delivery, or advertisement. We will not become involved in any dispute you have with the merchant involving these goods or services. You also agree to indemnify and hold harmless the Bank, the Program Manager, the LOC lender—and their respective successors, assigns, trustees, affiliates, owners, directors, officers, employees, representatives, and agents—from and against any claim, demand, or damage asserted against one or more of these indemnified persons that arises from or relates to the goods or services you purchase with the NinjaCard®.

### E. Foreign Transactions

A “Foreign Transaction” is a purchase that is at least \$1.00 and is made (1) in a foreign currency or (2) in U.S. dollars but processed outside the U.S. If you conduct a Foreign Transaction, then the System that processes the transaction will convert the Foreign Transaction amount into an equivalent U.S. Dollar amount using a conversion rate selected by the System in its sole discretion. That U.S. Dollar amount will then be deducted from your Account. For posting a Foreign Transaction to your Account, we charge the Foreign Transaction fee listed in the Schedule of Fees.

The System may consider a transaction occurring in a U.S. territory (e.g., Puerto Rico, U.S. Virgin Islands, or Guam) to be a Foreign Transaction. Consequently, a purchase made in one of these locations may be subject to our Foreign Transaction Fee. Even if a Foreign Transaction results in a credit because you return the purchased good or service, we will not refund the Foreign Transaction fee that we previously charged on your original purchase.

### F. Cash Withdrawals and Balance Inquiries

You may use your NinjaCard® and PIN to obtain cash from an ATM or a POS device bearing an acceptance mark displayed by the card.

To complete these cash withdrawals, the Available Balance in your Account must be sufficient to pay both the amount withdrawn and any fee charged by a third party such as the ATM owner, network operator, POS merchant, or participating financial institution. If you obtain an Account balance at an ATM, that balance may not reflect the third-party balance-inquiry fee or recent transactions not yet posted to the Account.

### G. International ATM Withdrawals

An “International ATM Withdrawal” is the U.S. dollar amount of an ATM withdrawal issued in a foreign currency. For posting an International ATM Withdrawal to your Account, we charge the International ATM Withdrawal fee listed in the Schedule of Fees. The ATM owner or network operator may also charge a fee. This third-party fee will be included in the total amount withdrawn from your Account and will apply to the daily ATM withdrawal limit.

### H. External and Internal Transfers

You may use Online Banking or Mobile App to transfer funds between the Checking Account and any linked external bank account or between the Checking Account and the Savings Account.

Be sure to double check the information you input to authorize a transfer. After we have received this information and executed your transfer instruction, the transfer is final. We are not responsible for transfers that you inadvertently make to an unintended receiver or for an unintended amount.

If you authorize a third party payment processor (e.g., Zelle®) to transfer funds to or from the Checking Account, note that the Checking Account transaction limitations—as listed in the Schedule of Fees (e.g., \$2,000 daily limit on external transfers)—will continue to apply to the external transfer. Additionally, the third party payment processor may impose a second set of transaction limits. These additional transaction limits will be detailed in the terms of use that run between you and the third party payment processor. We therefore encourage you to carefully review all terms of use that apply to your use of a third party payment processor and to use only trusted third parties to initiate transfers to or from the Checking Account.

### I. Daily Limits for Purchases, Withdrawals, & Transfers

We impose daily transaction limits on your signature/non-PIN purchases, your PIN purchases, your ATM cash withdrawals (domestic or international), and your external transfers, all as listed in the Schedule of Fees. We may modify these daily limits, or impose new transaction limits, at our sole discretion and upon providing you any prior notice required by law.

### J. ACH Debits and Revocations

You may authorize merchants or creditors (e.g., the LOC lender if you have opened an optional LOC) to use our Bank routing number and your Account number to create one-time or recurring ACH debits drawn on the Account. You are responsible for maintaining an Available Balance sufficient to cover these ACH debit payments. We charge a fee for each ACH debit that is returned, as disclosed in the Schedule of Fees. Additionally, the merchant or creditor may charge you a fee for the returned ACH debit.

If you have authorized a merchant or creditor to initiate a one-time or recurring ACH debit against the Account, then we recommend that you contact that ACH receiver directly if you wish to revoke your payment authorization. Nevertheless, if you want to revoke your one-time or recurring ACH debit authorization through us—in addition to or in lieu of revoking through the ACH receiver—then you may do so by contacting us at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

To revoke your authorization of a one-time ACH debit through us, you must give us revocation notice at least three Business Days prior to the scheduled payment date. To revoke your authorization of a recurring ACH debit through us, you must: (1) give us revocation notice at least three Business Days before the next scheduled payment date; and (2) send us written confirmation of your revocation within fourteen Business Days after you provided your initial revocation notice. If your initial notice was only oral, not written, and we do not receive written confirmation of your revocation within this fourteen-Business-Day period, then we have no obligation to continue honoring your revocation of the recurring-ACH-debit authorization.

These methods and deadlines for revoking an ACH debit authorization match those for issuing a stop payment order for any electronic funds transfer (“EFT”) from your Account. See [Section IX\(K\)](#) (Stop Payments). If the preauthorized payment from your Account that you want to prevent is a type of EFT other than an ACH debit, then you should follow the stop payment instructions provided in [Section IX\(J\)](#).

If you believe that any ACH debit or other Item that appears (or should appear) in your Account Statement is unauthorized or erroneous, then you

must immediately notify us in accordance with [Section XIII](#) (EFT Disclosure and Error Resolution Notice).

#### K. Stop-Payment Orders

You have a right to stop payment of preauthorized transfers. To stop payment of a single or recurring preauthorized transfer, you must contact us at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

To stop payment of a single preauthorized transfer, you must give us a stop-payment order at least three Business Days prior to the scheduled payment date. To stop payment of a recurring preauthorized transfer, you must: (1) give us a stop-payment order at least three Business Days before the next scheduled payment date; and (2) send us written confirmation of your stop-payment order within fourteen Business Days after you provided your initial notice. If your initial notice was only oral, not written, and we do not receive written confirmation of your stop-payment order within this fourteen-Business-Day period, then we have no obligation to continue honoring your stop-payment order for the recurring preauthorized transfer.

For each stop-payment order you issue on a preauthorized transfer from your Account, we charge the fee listed in the Schedule of Fees.

#### L. International ACH Transactions

Financial institutions are required by law to scrutinize or verify international ACH transactions—generally assigned standard entry class code “IAT” under the NACHA Operating Rules—against the Specially Designated Nationals and Blocked Persons list (SDN List) and other sanctions lists administered by Office of Foreign Assets Control (collectively the “OFAC List”). This activity may, from time to time, cause us to temporarily suspend our processing of an IAT and may delay the settlement or availability of an IAT. You agree to these reasonable IAT processing delays caused by our compliance with the OFAC List and other applicable laws.

### X. NINJACARD® RIGHTS, PRIVILEGES, AND LIMITATIONS

#### A. PIN Protection

You will use your NinjaCard® and PIN at POS terminals to make PIN purchases and at ATMs to make cash withdrawals.

When your NinjaCard® is delivered to you, you will be issued a PIN or given instructions for selecting a PIN. The envelope containing your issued PIN or PIN instructions will be separate from the envelope containing your card. We encourage you to change your PIN from time to time as you would your Login Credentials. Keep your PIN secure and do not share it with anyone.

You are responsible for safeguarding your Account number, NinjaCard® number, and PIN. Do not write your PIN on your NinjaCard®. Do not keep your Account number, NinjaCard® number, PIN, or Login Credentials on any writing that you carry on your person or keep in proximity to your personal computer or mobile device. Instead, we recommend that you store this information on a reputable password-manager application to which only you have access.

If you believe that anyone has gained unauthorized access to your Account Number, NinjaCard® number, PIN, or Login Credentials, then you must immediately notify us in accordance with [Section XIII](#) (EFT Disclosure and Error Resolution Notice).

#### B. Authorized Users

You agree that you are the only Accountholder authorized to use the Account and the NinjaCard®. If—despite your agreement in the previous sentence—you allow another person to use, or have access to, your Account or NinjaCard®, then you will be responsible for all resulting transactions and fees. If the other person’s use or access to your Account or NinjaCard® is unauthorized, then you must immediately notify us in accordance with [Section XIII](#) (EFT Disclosure and Error Resolution Notice).

#### C. Replacement Cards

Your NinjaCard® will have an expiration date, and we will issue a replacement card at least one Statement Cycle before this expiration date. Additionally, we will issue a replacement card if you notify us that your

NinjaCard® is lost, stolen, or compromised or if you request a replacement card for some other reason.

We will use ordinary delivery to provide these replacement cards unless you request expedited delivery. For ordinary delivery of a replacement card, we charge no fee. For expedited delivery of a replacement card, we charge the fee listed in the Schedule of Fees. This expedited-delivery fee will be applied to your Account and will reduce the Available Balance.

If your NinjaCard® is lost, stolen, or compromised, then you must immediately notify us at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

Use this same information to contact us if you want to receive a replacement card for any other reason or if you want expedited delivery of your replacement card. When you do so, you will be required to authenticate your identity by providing at least two pieces of personal identifying information such as (1) your name, address, or date-of-birth together with (2) your Account number or NinjaCard® number.

#### D. Purchase Transactions

Each time you make a purchase or withdrawal, you authorize us to reduce the Available Balance in your Account by the amount of the transaction plus all applicable fees, including any fees charged by a third party such as an ATM owner, network operator, or POS merchant. You acknowledge and agree that we will not honor any Item presented to your Account if payment of the Item would create an overdraft. If we inadvertently pay such an Item or if an overdraft occurs for any other reason (e.g., a deposited Item against which you withdrew funds subsequently returns), then we are not obligated to pay any overdraft-creating Items in the future. Additionally, you must immediately pay the amount of the overdraft.

We reserve the right to return any NinjaCard® transaction that does not contain an authorization code indicating approval. We will not be liable for any damages that you or another person incurs as a result of a failed or refused NinjaCard® transaction you have attempted. Additionally, we will not be liable for any merchant’s refusal to accept your NinjaCard®.

Although you may issue a stop-payment order for a one-time preauthorized transfer from your Account, you may not issue a stop-payment order for any one-time purchase or cash withdrawal you make with your NinjaCard®. For this reason, before purchasing goods or services from a merchant with your NinjaCard®, you should inquire about a merchant’s return and refund policy for card purchases. Generally, a merchant will not provide a cash refund for card-purchased goods or services that you return. Instead, the purchase return will be reflected as a credit on your Account Statement.

If you purchase goods or services from a merchant with your NinjaCard® and you have any claim or defense against the merchant (e.g., a claim relating to the quality of goods sold), then you must assert that claim or defense against the merchant directly—without involving us. No claim or defense that you have against this merchant will relieve you from your obligation to pay from the Account the total amount of the sale draft you authorized plus applicable fees.

#### E. Authorizations and Holds by Merchants

Any merchant accepting your NinjaCard® will be required to obtain approval or authorization for the transaction in accordance with the rules of an applicable System. With certain types of purchases—such as those made at restaurants, bars, beauty salons, hotels, rental car companies, or for fuel purchases made at the pump—your NinjaCard® may be preauthorized for an amount greater than the transaction amount. In such case, a hold will be placed on the Available Balance of your Account until the merchant sends the final payment amount of your purchase. Holds may be initiated for a variety of reasons, including, but not limited to, providing a security deposit, covering gratuities or incidentals, or ensuring that your Account will have sufficient funds when the NinjaCard® transaction is completed.

Once the final payment amount is received, the hold for the preauthorized amount will be removed. During the hold period, you will not have access to the funds on hold. Some merchants—such as hotels and car rental companies—will hold a preauthorization amount for up to 90 days. Additionally, if the preauthorization amount varies from the transaction amount that the merchant subsequently submits to the System, then settlement of the transaction may not remove the hold. In such case, the hold will remain on

your NinjaCard® until all hold days have expired. If your NinjaCard® is subject to a hold, then the value subject to the hold will not be available for other purposes.

#### F. Receipts

You should get a receipt at the time you make any transaction using your NinjaCard®. You agree to retain, verify, and reconcile your transactions and receipts.

#### G. Visa Zero Liability Policy

If you were issued a NinjaCard® bearing the Visa acceptance mark, please note that the Zero Liability policy of Visa covers U.S.-issued cards only and does not apply to ATM transactions, PIN transactions not processed by Visa, or certain commercial card transactions. To preserve your rights under this Deposit Agreement, the Zero Liability policy of Visa, and other System policies, you must promptly notify us of any unauthorized card use at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

### XI. TRUTH IN SAVINGS DISCLOSURES

#### A. Savings Account

Account	Interest Rate	Annual Percentage Yield (APY)	Minimum Opening Deposit	Minimum Balance to Obtain APY
Savings Account	0.35%	0.35%	\$0.00	\$0.00

##### 1. Rate Information

The interest rate on your Savings Account is a variable rate of 0.35% with an annual percentage yield of 0.35%.

Fees could reduce the earnings on the Savings Account. See [Schedule of Fees](#).

The interest rate and annual percentage yield listed in the above table are effective as of the date you opened your Savings Account. The rate is variable and may change at any time at our discretion. The most current rate information is available by logging into your secured account at [www.ninjacard.com](http://www.ninjacard.com).

##### 2. Compounding and Crediting

Interest will be compounded every day. Interest will be credited to your Savings Account monthly.

If you close your Savings Account before interest is credited, you will not receive the accrued interest.

##### 3. Minimum Balance Requirements

Your Savings Account does not require a minimum balance to open.

Your Savings Account does not impose a minimum balance for any designated time period to obtain the disclosed annual percentage yield.

##### 4. Balance Computation Method

We use the daily balance method to calculate the interest on your Savings Account. This method applies a daily periodic rate to the principal in the Savings Account each day.

##### 5. Accrual of Interest on Noncash Deposits

Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash items (for example, checks).

##### 6. Savings Account Fees

See the [Schedule of Fees](#) for a list of the fees that may be assessed against your Savings Account.

##### 7. Transaction Limitations

Your Savings Account requires no minimum amount for withdrawals. For a list of the maximum transaction amounts applicable to your Savings Account, please refer to [Section XIII](#) (EFT Disclosures and Error Resolution Notice).

Under [Section VI\(G\)](#) (Dormancy), your Savings Account will be classified as dormant—and subject to closure—if the account has not had any customer-initiated activity for a period of 24 consecutive months. Except for those account dormancy rules, your Savings Account does not impose any requirement concerning the minimum or maximum number of transactions for any designated time period.

#### 8. Bonuses

Your Savings Account will not pay you any bonus for opening the account or maintaining a minimum balance in the account for any designated time period.

### B. Checking Account

#### 1. Minimum Balance Requirements

Your Checking Account does not require a minimum balance to open.

#### 2. Checking Account Fees

See the [Schedule of Fees](#) for a list of the fees that may be assessed against your Checking Account.

#### 3. Transaction Limitations

Your Checking Account requires no minimum amount for withdrawals. For a list of the maximum transaction amounts applicable to your Checking Account, please refer to [Section XIII](#) (EFT Disclosures and Error Resolution Notice).

Under [Section VI\(G\)](#) (Dormancy), your Checking Account will be classified as dormant—and subject to closure—if the account has not had any customer-initiated activity for a period of 12 consecutive months. Except for those account dormancy rules, your Checking Account does not impose any requirement concerning the minimum or maximum number of transactions for any designated time period.

#### 4. Bonuses

Your Checking Account will not pay you any bonus for opening the account or maintaining a minimum balance in the account for any designated time period.

### XII. FUNDS AVAILABILITY DISCLOSURE

This [Section X](#) of the Deposit Agreement (the “Funds Availability Disclosure”) describes our policy for making funds deposited to your Account available to you. The Funds Availability Disclosure does not apply to Items drawn on financial institutions located outside of the United States.

It is our general policy to provide you with the earliest access to your money within the guidelines of sound banking practice. Although we may delay the availability of certain funds deposited to your Account, we adhere to applicable laws concerning such delays. During the delay, the funds are “unavailable,” meaning you may not withdraw the funds.

We will not pay any Item presented against “unavailable funds” in your Account. Instead—consistent with our general policy of not paying any Item presented to your Account that would create an overdraft—we will return the Item presented against “unavailable funds” and charge you the Debit Return Fee listed in the Schedule of Fees.

#### A. Determining the Availability of a Deposit

##### 1. Deposit Date

We determine when deposited Items are considered collected or available for withdrawal based on the number of Business Days from the date we receive the deposit (the “Deposit Date”). The Deposit Date, in turn, depends on whether we receive the deposited Item by 5:00 pm Central Time on a Business Day (the “Deposit Cut-Off Time”).

Regardless of the deposit method (*i.e.*, internal transfer between your Checking Account and Savings Account, optional line-of-credit draw, Direct Deposit, or other ACH credit) if we receive a deposit by the Deposit Cut-Off Time on a Business Day, then we consider that Business Day the Deposit Date. If we receive the deposit on a non-Business Day or after the Deposit Cut-Off Time on a Business Day, then we consider the next Business Day the Deposit Date.

##### 2. Funds Availability

Depending upon the type of deposit and manner that it was made, the availability of funds represented by the deposit may be delayed. The length of the delay that may apply is explained below. Please remember that even after we have made deposited funds available to you—and even if you have withdrawn those funds from the Account—you are still responsible for any deposited Items that are later returned to us unpaid.

- **Internal Transfers.** Internal transfers between your Checking Account and Savings Account are available for withdrawal the same Business Day you initiate the transfer.
- **LOC Draw.** If you open an optional line-of-credit with draws disbursed to your Checking Account, then the funds from an LOC draw are available for withdrawal the same Business Day you initiate the draw.
- **Direct Deposits.** Direct Deposits are available for withdrawal on the Deposit Date.
- **Tax Refunds.** Tax refund payments made by ACH are generally not available until the ACH network's actual settlement date.
- **Other ACH Credits.** ACH credits other than Direct Deposits and tax refunds (*i.e.*, transfers from an external bank account you have linked to your Account or recurring or one-time ACH credits from another originating depository financial institution) are available on the Deposit Date.

#### B. Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you according to the preceding schedule. Depending on the type of check you deposit, funds may not be available until two Business Days after the Deposit Date. However, the first \$225 of your check deposits will be available one Business Day after the Deposit Date.

If we are not going to make all of the funds from your deposit available according to the previously stated availability schedule, then we will email you notice of the delay within one Business Day after the Deposit Date. If you will need the funds from a check deposit right away, you should ask when the funds will be available by contacting us at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

In addition, funds you deposit by check may be delayed for a longer period under the circumstances listed below.

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$2,000 on any one day.
- You redeposit a check that has already been returned unpaid.
- Your Account's Actual Balance has fallen below \$0 repeatedly in the last 6 months.
- An emergency condition arises that would prevent us from making the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seven Business Days after the Deposit Date.

#### C. Special Rules for New Accounts

If you are a new Account holder with NinjaCard®, then the following special rules may apply during the first 30 days your Account is open.

- Electronic direct deposits received prior to the Cut-Off Time on a Business Day will be available for withdrawal on the same Business Day.
- Electronic direct deposits received after the Cut-Off Time on a Business Day will be available for withdrawal on the next Business Day.

### XIII. EFT DISCLOSURE AND ERROR RESOLUTION NOTICE

This [Section XIII](#) of the Deposit Agreement (the "*EFT Disclosure and Error Resolution Notice*") describes the rights and responsibilities that each of us has for electronic funds transfers, including unauthorized transfers, in your Account.

Although this disclosure, for reasons of convenience, uses the singular term *Account* to refer to both your Checking Account and Savings Account, please note that your NinjaCard® accesses funds from only your Checking Account. Thus, a reference to *Account* in this disclosure means Checking Account if the provision concerns funds accessed by your NinjaCard®. Otherwise, a reference to *Account* in this disclosure means both your Checking Account and Savings Account.

#### A. Consumer Liability

**Tell us AT ONCE if you believe your NinjaCard® has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your card. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum line-of-credit if you have opened an LOC).** If you tell us within 2 business days after you learn of the loss or theft of your NinjaCard®, you can lose no more than \$50 if someone used your card without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your NinjaCard®, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

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

#### B. Contact in Event of Unauthorized Transfer

If you believe your NinjaCard® has been lost or stolen, contact us at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your NinjaCard® without your permission.

#### C. Business Days

For purposes of these disclosures, our Business Days are Monday through Friday, except federal holidays. Non-Business Days are considered part of the next Business Day.

#### D. Transfer Types and Limitations

##### 1. Account Access

You may use your NinjaCard® to:

- Withdraw cash from your Account.
- Transfer funds between your Checking and Savings Accounts whenever you request.
- Pay for purchases at places that have agreed to accept the NinjaCard®.
- Pay bills directly by telephone from your Account in the amounts and on the days you request.

Some of these services may not be available at all terminals.

##### 2. Electronic Check Conversion

The Account is checkless, meaning we will not provide you checks or a checkbook and will not pay checks drawn on the Account. Thus, you may not authorize a merchant or other payee to make a one-time electronic payment from your Account using information from a check drawn on your Account.

##### 3. Limitations on Frequency of Transfers

There is no limit on the number of cash withdrawals or other ATM transactions you may make from your Account. There is no limit on the number of payments you may make from your Account via a telephone bill-payment service or point-of-sale transfer service provided by a third party.

#### 4. Limitations on Dollar Amounts of Transfers

There are dollar limits on the amount transfers you may make using your Account.

- \$2,000 daily limit for signature/non-PIN purchases.
- \$4,000 daily limit for PIN purchases.
- \$310 daily limit for ATM withdrawals.
- No daily limit for internal transfers between your Checking Account and Savings Account.
- \$2,000 daily limit for external transfers to or from an external bank account you have linked to your Account.
- \$2,000 for card transfers (*i.e.*, account-to-account, non-ACH transfers).

#### E. Fees

##### 1. Per Transfer Charge

We do not charge for transfers you make to or from your Account.

##### 2. Fixed Charge

We will charge you \$3 for each ATM withdrawal from your Account. In addition to our fee, the ATM owner or network operator may charge a fee even if you do not complete the transaction.

##### 3. Average or Minimum Balance Charge

There is no minimum balance required to open or maintain your Account. Additionally, none of the fees we charge—as disclosed in the Schedule of Fees—varies based on your average or minimum Account balance.

#### F. Confidentiality

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

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

#### G. Documentation

##### 1. Terminal Transfers

Generally, you can get a receipt from the merchant, for NinjaCard® purchases, and from the non-proprietary ATM, for ATM transactions. Please note, however, that we do not control these merchant terminals or non-proprietary ATMs, so we cannot assure you that they will provide a receipt for these terminal transfers.

##### 2. Preauthorized Credits

If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, we will let you know if the deposit is made if you enable this type of email or text alert in your communication preferences. If you do not enable such alerts, then you can use Online Banking or Mobile App to determine whether a direct deposit (or any other transaction) has posted to your Account. You may also contact our customer service to inquire about pending or recent activity in your Account:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

##### 3. Periodic Statements

You will get a monthly Account Statement unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

#### H. Preauthorized Payments

#### 1. Your Right to Stop Payment

If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

Call or write us, as set forth below, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you \$15 for each stop-payment order you give, as disclosed in the Schedule of Fees.

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

#### 2. Notice of Varying Amounts

If these regular payments may vary in amount, the person you are going to pay (*e.g.*, your line-of-credit lender if you have opened an optional LOC) will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

#### 3. Our Liability for Failure to Stop Payment

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

##### I. Our Liability for Failing to Complete Transfers

If we do not complete a transfer to or from your Account on time or in the correct amount according to this Deposit Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the merchant terminal 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.

There may be other exceptions stated in our agreement with you. See [Section IX](#) (Transactions and Withdrawals).

##### J. ATM fees

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

##### K. Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, contact us at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

Contact us as soon as you can if you think your Account Statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST Account Statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- 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 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 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.

We will tell you the results within three 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.

#### **XIV. ONLINE BANKING AND MOBILE APP**

The terms and conditions of this Deposit Agreement govern Online Banking, Mobile App, and any other internet banking service—such as bill pay, person-to-person payments, or wire transfer—that the Bank or the Program Manager make available to your now or in the future to manage your Account. You authorize us to use your Account to execute and settle the payments, transfers, and other transactions you initiate using Online Banking or Mobile App. Our Schedule of Fees applies to these internet banking services.

**By opening an Account, you agree to enroll in Online Banking.** We also encourage you to use the Mobile App if you wish to manage your Account from your mobile device. We reserve the right to modify the functionality of Online Banking and Mobile App at any time and in our sole discretion.

##### **A. Online Banking**

Because you will receive disclosures and manage your Account through Online Banking, you must enroll in Online Banking as a condition of opening an Account. To enroll in Online Banking, visit [www.ninjacard.com](http://www.ninjacard.com) and follow the instructions provided there to establish your Login Credentials.

Online Banking allows you to manage your Account, including any external bank account you have linked to your Account, and review legal documents and disclosures such as this Deposit Agreement, your Account Statements, and the requirements and benefits of the Rewards Program. Online Banking also allows you to manage your optional LOC, if you have elected to open one, and review legal documents and disclosures such as the LOC agreement, LOC periodic statements, and any autopay authorization you have elected to provide to your LOC lender.

##### **B. Mobile App**

Using the Mobile App is not a condition of opening an Account. Nevertheless, we encourage you to use the Mobile App if you desire to conduct Account activity from your tablet or smart phone.

The Mobile App is available for download on application platforms such as Apple App Store® and Google Play®. When downloading or using the Mobile App, your mobile carrier's message and data rates may apply. The Account features supported by the Mobile App may be more limited than those supported by Online Banking. For example, features such as linking an external bank account, opening an optional LOC, and establishing a Direct Deposit can be set up only through Online Banking. After these features are set up, they may be managed through either Online Banking or Mobile App.

##### **C. Features and Functionality**

You may use Online Banking and Mobile App to manage your Account, including performing the activities listed below.

- View Actual Balance and Available Balance, including pending/upcoming transactions and recent/past transactions.
- Review, print, or download legal documents and disclosures such as Account Statements and this Deposit Agreement.
- Link an external bank account, open an optional LOC, or establish a Direct Deposit through Online Banking. After these features are set up, you may manage them through either Online Banking or Mobile App.

- Perform self-service Account maintenance such as changing your password or requesting a paper copy of an Account statement.
- Enable email or text alerts for designated Account events such as Account Statement available, large transaction posted, or low balance reached. Your mobile carrier's message and data rates may apply.

##### **D. Our Security Precautions**

We are strongly committed to protecting the security and confidentiality of your Account. We use several techniques to help secure and protect Online Banking and Mobile App, including those listed below.

- You can only access Online Banking with certain internet browsers that have a high security standard.
- We mask your Account number, except for the last 3 or 4 digits, on user interface screens.
- You must enter valid Login Credentials to begin a secure session.
- If your session has no activity for a designated period (e.g., 20 minutes), you will be automatically logged out.
- We transmit data using secure socket layer (“SSL”) technology that supports 128-bit key encryption.
- We support email or text alerts so you can monitor Account activity if you enable these alerts in your communication preference settings.

##### **E. Your Security Precautions**

We rely on your secure use of your Access Device and Login Credentials when we authenticate you and execute the transactions you authorize through Online Banking and Mobile App. For this reason, it is crucial that you keep your Access Device and Login Credentials secure and private. You agree to take reasonable precautions, including those listed below, to ensure the safety, security, and integrity of your Access Device and Login Credentials.

- Never share your Login Credentials with another person.
- After finishing a secure online session, close that session by logging out. Then close the browser tab or mobile application.
- Follow the password reset instructions on your screen if you change or forget your Login Credentials or become locked out. If you require technical assistance or suspect unauthorized access to your Account, contact us immediately at:  
NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)
- Never leave your computer or mobile device unattended while you are logged in to Online Banking or Mobile App.
- Verify that your browser has established a secure connection with Online Banking. To confirm how your browser indicates a secure connection, review the privacy and security disclosures associated with the browser. For example, your browser may display a lock icon in the uniform resource locator (“URL”) field if it establishes a connection with a website that displays an SSL certificate. This lock symbol—together with a URL beginning “https” rather than “http,” with the “s” standing for “secure”—typically means that data will be encrypted as it passes between your browser and the website's server.
- Use a reliable virus protection product to detect and remove viruses from all your Access Devices.
- Exercise caution when using an ATM. For your personal safety and for the protection of your Account information, follow these additional precautions concerning ATM and NinjaCard® use.
  - Be aware of your surroundings, especially between sunset and sunrise.
  - Be accompanied by another person between sunset and sunrise.

- Refrain from displaying cash, place cash in a pocket as soon as a transaction is completed, and count cash in the safety of a locked enclosure such as a car or home.
- Use another ATM or return at a later time if anything suspicious is noticed when using or considering using an ATM.
- Prepare for your transactions at home to minimize your time at the ATM.
- Always save your ATM receipts. Do not leave them at the ATM because they may contain important Account information.
- Compare your records with the Account Statements you receive.
- Do not lend your NinjaCard® card to anyone.
- Do not leave your card at the ATM.
- Protect the secrecy of your Access Devices.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- When you make a transaction, be aware of your surroundings. If you observe any problem, go to another ATM.
- Do not accept assistance from someone you do not know when using an ATM.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, simply cancel the transaction and leave.
- At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up except the driver's window. Keep the engine running and remain alert to your surroundings.
- Report all crimes immediately to the operator of the ATM or to local law enforcement officials.

In addition to taking these reasonable security precautions, you agree that you will not use Online Banking or Mobile App for any illegal or fraudulent activity. If we suspect or determine that have engaged, or are attempting to engage, in illegal or fraudulent activity, including a violation of the Online Banking and Mobile App terms of use, then we may suspend or terminate your access to these internet banking services. You agree to fully cooperate with us if we investigate any suspected illegal or fraudulent activity relating to your Account or your use of Online Banking or Mobile App.

#### F. Limits on Service

Although we reasonably attempt to make Online Banking and Mobile App useful and available to you, we do not represent or warrant that these internet banking services will be free from error or interruption.

Online Banking will be unavailable when we perform scheduled or unscheduled maintenance to the NinjaCard® website ([www.ninjacard.com](http://www.ninjacard.com)). For scheduled maintenance, we generally provide prior notice on the website and issue a maintenance alert by email or text if you have enabled this type of communication. No prior notice will be provided for unscheduled maintenance or for a circumstance beyond our control, as listed in [Section XX\(C\)](#), that renders Online Banking temporarily unavailable.

For Mobile App, we will make new versions available from time to time to improve functionality or deliver bug fixes. To ensure you are using the most recent version of Mobile App, we recommend that you routinely check the application store for your mobile device and download the update.

You are responsible for obtaining the equipment and services necessary to use Online Banking and Mobile App, including personal computer, mobile device, internet connection, and mobile carrier service. If you fail to take the reasonable security precautions listed above or you fail to meet the other terms-of-use for Online Banking and Mobile App, then: (1) we are not liable to you for your damages that result from such failure; and (2) you must indemnify us for our damages that result from such failure.

## XV. AMENDMENT, ACCOUNT CLOSURE, AND TERMINATION

### A. Amendment

We may amend any provision of this Deposit Agreement, including any fee, at any time. Such amendment will be reflected in the most recent version of the Deposit Agreement, which we will deliver to you by making it available through Online Banking and Mobile App. If required by law, we will deliver a change-in-terms notice (the "CIT Notice") that describes the amendment and provides the revised Deposit Agreement.

Our legal obligation to deliver a CIT Notice, and the length of the notice period, will vary based on the subject matter of the change and whether the change diminishes your benefits, raises your costs, or limits your use of the Account. For example, we will be obligated to deliver a CIT Notice at least 30 days before decreasing the APY of the Savings Account and at least 21 days before increasing the Monthly Maintenance Fee of the Checking Account or placing additional transaction limits on ATM withdrawals. Additionally, although the LOC agreement—not this Deposit Agreement—will govern any optional LOC you elect to open, this same delivery principle will apply to changes in your LOC. For example, your LOC lender will be obligated to deliver a CIT Notice at least 45 days before increasing the Finance Charges of the LOC.

Upon receiving a CIT Notice, you may reject the change by closing your Account, in which case we will honor your instruction and refund your Account balance. If you keep your Account open beyond the effective date of the CIT Notice, then you will be deemed to have agreed to the change.

### B. Account Closure and Termination

We reserve the right to terminate this Agreement, close your Account, or cancel your NinjaCard® at any time, in our sole discretion, and without any prior notice to you. If we close your Account, then we will return your Account balance to your Address of Record. If the Account balance is insufficient to pay applicable fees and charges owed to us, then you will be liable to us for the unpaid amount until it is paid in full. Items presented for payment after Account closure may be dishonored.

### C. Your Right to Terminate

You may terminate this Agreement, close your Account, or cancel your NinjaCard® at any time and for any reason. To close your Account or cancel your NinjaCard®, contact us at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

### 1. LOC Closure Does Not Affect the Account

If you have opened an optional LOC, then you may close the LOC in accordance with the terms and conditions contained in the LOC agreement. Because the LOC is optional and is not a condition of your opening or maintaining the Account, your closure of the LOC will not affect the status of the Account. That is, your closure of the LOC will not have the effect of terminating this Agreement, closing your Account, or cancelling your NinjaCard®.

### 2. Account Obligations Surviving Account Closure

Your closure of the Account does not affect any of our rights or your obligations arising under this Agreement prior to such closure. When you close your Account, you are responsible for leaving enough money in the Account to cover any outstanding Items to be paid from the Account. We reserve the right to require you to issue your Account closure instruction in writing. You agree to hold us harmless for refusing to honor any Item presented on a closed Account.

Finally, you expressly acknowledge and agree that the Arbitration Agreement set forth in [Section XXI](#) shall survive closure of the Account or closure of the LOC if you have opened one.

## XVI. REWARDS PROGRAM

By opening an Account, you agree to participate in a belt-levels rewards program that rewards Account utilization and responsible financial behavior with ascending levels of requirements and benefits. Listed in ascending order, the rewards levels are:

- white belt
- yellow belt
- orange belt
- green belt
- blue belt
- purple belt
- brown belt

- black belt

A table or grid of belt-level requirements and benefits will be made available through Online Banking. By providing an electronic signature (see [Section I](#) (Important Notices) and continuing to maintain an Account with us, you agree to the most recent version of the Rewards Program. When required by law, we will deliver a change-in-term notice at least 45 days before a Modification Date. Additionally, we will apply Rewards Program changes prospectively, meaning that the change will not affect any Monthly Savings Rewards you have already received.

The Rewards Program is composed of two parts, a Monthly Savings Reward and Additional Belt Rewards.

#### A. Monthly Savings Reward

We deposit a Monthly Savings Reward to your Savings Account for each Program Month in which you meet the Monthly Savings Reward Requirements (*i.e.*, designated goals for Qualifying Direct Deposits, Account status, and LOC status). The Schedule of Fees (above) lists the amount of the Monthly Savings Reward applicable when you open your Account. This amount may increase as you advance through the progressive belt levels.

#### B. Additional Belt Rewards

In addition to the Monthly Savings Reward, your belt level may entitle you to Additional Belt Rewards (*e.g.*, increase LOC credit limit and/or decrease LOC draw fee). To qualify for the Additional Belt Rewards associated with a belt level, you must meet the belt-level requirements that we make available through Online Banking. These belt-level requirements are designed to build savings, monitor debt, and encourage on-time payments.

##### 1. No Retroactive Satisfaction of Requirements

We do not allow you to retroactively satisfy the requirements for earning Additional Belt Rewards.

##### 2. Examples

For example, upon opening an Account, you begin the Rewards Program as a white belt. If you satisfy the Monthly Savings Reward Requirements, then you not only earn a Monthly Savings Reward (*e.g.*, \$10) but also advance to yellow belt. Your yellow-belt status may entitle you to Additional Belt Rewards posted on the NinjaCard® website (*e.g.*, increase LOC credit limit from \$500 to \$1,000, and reduce LOC draw fee from 20% to 15%).

By continuing your financial responsible behavior (*e.g.*, reaching posted levels for Savings Account balance, period of on-time payments, and credit score), you can advance your belt level to orange, green, blue, purple, brown, and then black. These progressive belt levels may not only increase the amount of your Monthly Savings Reward (*e.g.*, \$12, \$15, and then \$19.99) but may also increase the value of your Additional Belt Rewards (*e.g.*, increase LOC credit limit to \$1,500, \$2,000, \$2,500, and then \$3,000, and decrease LOC draw fee to 12%, 10%, and then 0%).

## XVII. CONSENT TO COMMUNICATIONS

In this [Section XVII](#), you consent to receive designated communications concerning your Account. Your consent to communications extends to the Bank, the Program Manager, and their respective affiliates, agents, representatives, and employees. For reasons of convenience, this [Section XVII](#) will refer to all these authorized persons as *we*, *our*, or *us*.

#### A. Email

You authorize us to communicate with you by email for any lawful purpose, including application processing, technical assistance, card support, and debt collection.

By opening your Account, you represent and warrant that the email address you provided in your NinjaCard® application is used and accessible by only you. You also acknowledge and agree to the statements listed below.

- To prevent others from seeing the communications between you and us, you must safeguard your email account, your electronic devices (*e.g.*, mobile phone, laptop, or personal computer), and your Online Banking and Mobile App credentials.
- You may not sell, transfer, or assign your email to others.
- You must notify us within 5 days if you change your email address of record.
- You must notify us immediately if you see unauthorized activity in your Account or if the security of your Online Banking or Mobile App credentials has been compromised.

If the primary purpose of our email is to service your Account or deliver a Financial Service you have requested, then we need not provide you an option to opt-out of those servicing emails.

But if the primary purpose of our email is to advertise or promote a commercial product or service other than the Account, then the email will give you the option to opt-out of receiving commercial emails and will otherwise comply with the requirements of the CAN-SPAM Act. To exercise your opt-out right, click the “Unsubscribe” or similarly named button at the bottom of the commercial email.

#### B. Call Monitoring and Recording

We monitor and record telephone calls between you and us to keep a record of the conversation and to provide courteous and efficient customer service. You authorize us to monitor, tape, or electronically record our telephone calls with you, whether the calls are inbound or outbound from your perspective.

Your monitoring-and-recording consent extends to all telephonic communications in which we are a participant, including live calls, voicemails, and prerecorded messages. For this reason, we may—but need not—remind you at the beginning of each call that we are recording the conversation.

#### C. Optional TCPA Consent

When you submit a NinjaCard® application on the [www.ninjacard.com](http://www.ninjacard.com) website, you will be asked whether you provide your prior express written consent for us to call or text your mobile phone number with the use of an automatic telephone dialing system (“ADTS”) or a prerecorded message. The website calls this optional consent “*Telephone Consumer Protection Act consent*” or “*TCPA consent*.”

We do not require you to provide TCPA consent as a condition of applying for or obtaining a NinjaCard®. Consequently, whether you provide or decline TCPA consent—that is, whether you check or uncheck the checkbox next to the TCPA Consent document—you may continue the application by clicking the “Continue” or “Next” button on the application page where the TCPA Consent is presented.

If you do provide TCPA consent, then you agree that we may use an ATDS or a prerecorded message to call or text: (1) any mobile number you provide us, whether on the website, in the card application, or otherwise; and (2) any mobile phone number that we identify as yours by using data-appending services or other investigative methods. You further agree to notify us immediately if you change your mobile phone number or transfer that number to another person.

Your TCPA consent will continue until and unless you revoke that consent, which you may do by following the reply/opt-out instructions of a text or contacting us at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

#### D. Address of Record

To be eligible for a NinjaCard®, you must provide the street address of your primary residence, which must be a physical address rather than a post office box. Although we will deliver all Electronic Disclosures in electronic format, pursuant to your E-SIGN Consent (see [Section III](#) above), we may also—to the extent permitted by applicable law—mail advertisements, Account-servicing communications, and collections notices to your residential address. By entering into this Deposit Agreement, you consent to our delivery of marketing, servicing, and collection mail to the residential address that you provide in your NinjaCard® application, as that address may be updated by subsequent information you provide us or that we obtain from a third-party source (your “*Address of Record*”).

You agree to update your Address of Record within 10 days of moving your primary residence or appointing an authorized third party (“ATP”) (*e.g.*, attorney, debt settlement company, or attorney-in-fact) to receive communications on your Account in lieu of you. If you do not notify us of your change of address or your appointment of an ATP, then we are not liable for any disclosure of Account information caused by our continuing to send mail to your Address of Record. Additionally, if you have moved your primary residence outside the United States, then we will close your Account and

return your any deposit balance in accordance with the procedures described in [Section XV](#) (Amendment, Account Closure, and Termination).

#### E. Other Communications

The communications consent you provide in this [Section XVII](#) does not authorize telemarketing calls, which—generally—are calls (whether outbound or inbound) to your phone number (whether landline or mobile) in which we induce you to purchase of goods or services. We will not engage in telemarketing unless we obtain a separate consent from you and otherwise meet the requirements of the Telemarketing Sales Rule (“TSR”).

Additionally, even if you have provided TCPA consent for calls and texts to your mobile number, we will not send short-code text messages to your mobile number unless you affirmatively opt-in to this type of marketing program. In short-code marketing, a business uses a 5- or 6-digit phone number to send text messages at scale. Generally, mobile-carrier rules allow short-code marketing—by either SMS (texts with up to 160 characters and no attached file) or MMS (texts with a file containing richer content such as a picture, video, or website link)—only if the mobile-number receiver affirmatively opts-in to the sender’s short-code marketing program. We will not engage in short-code marketing unless we obtain a separate consent from you and otherwise meet the requirements of the mobile-carrier rules and applicable laws.

### XVIII. CONFIDENTIALITY

We may disclose information to third parties about your Account or the transactions you make in the instances listed below.

- When disclosure is necessary for us to complete an Account transaction or perform any duty under this Deposit Agreement.
- To store or deliver Account-related communications or legal disclosures, such as a data cloud host or a mail vendor that delivers Account Statements or collection letters.
- To report your Account performance to consumer reporting agencies, including negative information about your Account (e.g., your failure to pay fees due on your Account).
- To verify the existence and condition of your Account for a third party, such as a card merchant.
- To investigate and resolve an unauthorized transaction, lost or stolen card, or credit dispute.
- To comply with a requirement imposed by law, government agency, or court, such as managing legal process delivered to us concerning the Account (e.g., subpoena, tax levy, or garnishment).
- You authorize the disclosure, either in this Deposit Agreement or in a separate writing.
- The disclosure is otherwise authorized or permitted by the Bank Privacy Statement, the Program manager Privacy Statement, and applicable by law.

In addition to the disclosure instances listed above, note that we retain the Program Manager to act as our limited agent in administering the Account, the NinjaCard®, and the Rewards Program. Additionally, if you open an LOC, then the LOC lender retains the Program Manager to administer the LOC. For this reason, the Program Manager will receive Account and transaction information, as will the Program Manager’s affiliates, employees, agents, representatives, attorneys, and accountants.

For a description of how we share non-public personal information (“NPI”) with affiliates and non-affiliated third parties, see the Bank Privacy Policy. For a description of the Program Manager’s NPI-sharing practices, see the [Program Manager Privacy Policy](#). We deliver both privacy policies when the Accountholder relationship is created and, to the extent required by law, at least annually thereafter. Additionally, both privacy policies are posted at [www.ninjacard.com](http://www.ninjacard.com).

### XIX. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

#### A. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS DEPOSIT AGREEMENT, WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND TO YOU.

WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE ACCOUNT, THE NINJACARD®, ONLINE BANKING, MOBILE APP, OR ANY OTHER FINANCIAL SERVICE ARISING FROM OR RELATING TO THIS DEPOSIT AGREEMENT,

INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ACCOUNT, NINJACARD®, ONLINE BANKING, AND MOBILE APP ARE PROVIDED “AS IS,” WITH NO WARRANTIES.

#### B. LIMITATION OF LIABILITY

THE LIMITATION OF LIABILITY CONTAINED IN THIS [SECTION XIX\(B\)](#) APPLIES TO ALL CLAIMS, PENALTIES, CAUSES OF ACTION, AND DAMAGES—INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY (PUNATIVE) DAMAGES—ARISING FROM OR RELATING TO THE ACCOUNT, THE NINJACARD®, ANY OPTIONAL LINE-OF-CREDIT YOU ELECT TO OPEN, AND ANY OTHER FINANCIAL SERVICE WE PROVIDE YOU (COLLECTIVELY “DAMAGES”).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL DAMAGES LIABILITY OF THE BANK, THE PROGRAM MANAGER, THE LINE-OF-CREDIT LENDER—AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, TRUSTEES, AFFILIATES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS—SHALL BE LIMITED TO THE SUM OF: (1) ALL FEES YOU PAY UNDER THIS DEPOSIT AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE YOU ASSERT, OR COULD ASSERT, A CLAIM FOR DAMAGES; AND (2) ALL FINANCE CHARGES YOU PAY UNDER THE LINE-OF-CREDIT AGREEMENT (IF ANY) IN THE 12 MONTHS PRECEDING THE DATE YOU ASSERT, OR COULD ASSERT, A CLAIM FOR DAMAGES.

### XX. OTHER TERMS

#### A. Governing Law

##### 1. Arbitration Agreement

The Arbitration Agreement ([Section XXI](#) below) is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as amended (the “FAA”). If for any reason an arbitrator or a court of competent jurisdiction finds that the FAA does not apply or that any provision in this Arbitration Agreement is unenforceable, then this Arbitration Agreement will be governed by the arbitration laws of Illinois, which is the state in which our principal place of business is located.

##### 2. Card and ACH Industry Rules

Your use of the NinjaCard® and the Account is subject to applicable industry and association rules such as:

- System rules, for card transactions running on an electronic payment network operated by Visa, MasterCard®, or any other applicable card association; and
- NACHA operating rules, for ACH transactions running on the National Automated Clearing House Association system.

##### 3. Unclaimed Property Escheatment

If we close your Account and cannot return your Account balance because we cannot locate you, then—after the required waiting period—we will remit the unclaimed property to the appropriate state agency. Unless otherwise required by law, we will perform this escheatment process under the unclaimed property laws of your last known state of residence (based on your address of record in our core banking system).

##### 4. Other Deposit Agreement Provisions

Illinois law will govern the enforcement and construction of all remaining provisions of this Deposit Agreement—that is, all provisions not expressly covered by another governing-law provision (e.g., arbitration claims, card and ACH industry rules, and unclaimed property escheatment).

#### B. English Language

By signing this Deposit Agreement, you acknowledge that the principal marketing of the NinjaCard® and the principal communication of this Deposit Agreement occurred in English. You therefore agree that, unless otherwise required by applicable law, we have no obligation to deliver this Deposit Agreement to you in a second language—that is, in a form other than English.

Como cortesía ya pedido suyo, traduciremos este Contrato de Depósito al español. Para obtener un Acuerdo de Depósito en español, contáctenos en:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)  
or  
855-646-5242 (855-NINJA42)

You should allow up to 30 days for our delivery of a Spanish-language Deposit Agreement. We will take reasonable steps to ensure the accuracy of the Spanish-language Deposit Agreement, but we make no representation or warranty that it will reflect the original English meaning of the document.

### C. Circumstances Beyond Our Control

We will not be liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing the actions listed below.

- Acting on a payment order.
- Crediting a funds transfer to your Account.
- Processing a transaction.
- Crediting your Account.
- Performing our obligations for an Account service or an Online Banking or Mobile App function.

As used above, the phrase “*circumstances beyond our reasonable control*” includes, but is not limited to, the events or conditions listed below.

- A natural disaster, such as an earthquake, fire, flood, or tornado.
- A shelter-at-home order or similar government directive arising from war, terrorism, riot, theft, labor dispute, pandemic (e.g., COVID-19), or any other public emergency.
- A legal constraint or regulatory order from a government agency with jurisdiction over us.
- The unavailability of a card network or the ACH system.
- The breakdown or failure any private or common carrier, communication or transmission facilities, or mail or courier service.
- Your breach of this Deposit Agreement, violation of applicable law, or negligent act or omission.

### D. Assignment

Without our prior written consent, you may not assign or transfer your NinjaCard®, Account, or rights and duties under this Deposit Agreement. At our sole discretion and without any prior notice to or consent from you, we may assign or transfer our rights and duties under this Deposit Agreement to any affiliate or successor or to any unaffiliated third party.

### E. Waiver

We may waive any of the provisions or conditions of this Agreement, but any such waiver will be effective only on that occasion and will not be a continuing waiver or a waiver on any other occasion. We do not waive or lose our rights by delaying or failing to exercise them at any time.

### F. Severability

If any provision of this Deposit Agreement is determined to be invalid or unenforceable under applicable law, then the validity or enforceability of all remaining provisions of this Deposit Agreement will not be affected.

### G. Entire Agreement

This Deposit Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter addressed in this document. The Deposit Agreement therefore supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter, including matters relating to the NinjaCard®, the Account, and the Financial Services.

## XXI. ARBITRATION AGREEMENT

### A. Any Arbitration Party May Elect to Arbitrate a Claim

In this [Section XXI](#) of the Deposit Agreement (the “*Arbitration Agreement*”), the term “*Arbitration Party*” means: (1) you and your successors, assigns, trustees, or representatives; and (2) Republic Bank of Chicago, Member FDIC, NinjaCard, LLC, and the LOC lender (if you have applied for or opened an optional LOC in connection with the NinjaCard®), together with the respective successors, assigns, trustees, affiliates, owners, directors, officers,

employees, representatives, or agents of the Bank, Program Manager, and LOC lender. The term *Claim* is defined in a paragraph below.

You and we agree that, if an Arbitration Party asserts a Claim against one or more other Arbitration Parties, then any Arbitration Party against which the Claim is asserted may elect—at any time after the Claim has been asserted—to have the Claim resolved by binding arbitration as provided in this Arbitration Agreement. The Arbitration Party electing arbitration must notify the other Arbitration Parties that arbitration has been elected.

### B. Your Right to Reject this Arbitration Agreement

If you act promptly, you may reject this Arbitration Agreement, in which case no Arbitration Party against which you assert a Claim will have the right to elect arbitration of the Claim. To reject this Arbitration Agreement, you must send us written notice (the “*Arbitration Opt-Out Notice*”) at the address below within 60 days after depositing funds to the Account or activating the NinjaCard®, whichever is sooner.

NinjaCard® Arbitration Opt-Out  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or  
[support@ninjacard.com](mailto:support@ninjacard.com)

If you have not opened an Account or activated a NinjaCard® but nevertheless want to assert a Claim (e.g., your card application was denied or you object to the card marketing), then the 60-day deadline for delivering the Arbitration Opt-Out Notice starts on the first date the activity giving rise to your Claim occurred. Your Arbitration Opt-Out Notice must be delivered by certified or registered mail, return receipt requested, must include your name and address, and must indicate that you are exercising your right to reject this Arbitration Agreement. Delivering an Arbitration Opt-Out Notice within the 60-day rejection period is the only method by which you or your representative may reject this Arbitration Agreement.

### C. How Arbitration Works

#### 1. What is Arbitration?

Arbitration is a procedure used to resolve disputes. By participating in arbitration, YOU GIVE UP YOUR RIGHT TO GO TO COURT. In an arbitration proceeding, a professionally trained, neutral, third-party arbitrator holds a hearing. The hearing is less formal than a trial in court. Each party has the opportunity to tell his or her side of the dispute. The arbitrator will review each party’s case and make a decision. The decision is binding on the parties.

#### 2. What is a Claim?

“*Claim*” means, collectively, any claim, dispute, or action that arises under or relates to common law, federal statute or regulation, state or territory statute or regulation, municipal ordinance or administrative rule, or any other legal authority, and that one Arbitration Party has, or could assert, against one or more other Arbitration Parties. *Claim* includes any claim, dispute, or action that arises under or relates to: (a) the validity, scope, or applicability of this Arbitration Agreement; (b) your application for the Account or any line-of-credit used in connection with the Account; (c) the Deposit Agreement, as amended; (d) any prior agreement between you and any Arbitration Party; or (e) the servicing or collection of amounts due on the Account or related line-of-credit. *Claim* also includes any claim, dispute, or action that you assert as a representative, private attorney general, or member of a class, or in any other representative capacity, and all counterclaims, crossclaims, and third-party claims.

#### 3. What Rules Apply to Arbitration?

The arbitration will be governed by the consumer arbitration rules of the Better Business Bureau (“*BBB*”). Alternatively, you may elect to have the arbitration heard by and under the consumer rules of the Judicial Arbitration and Mediation Service (“*JAMS*”). If neither the BBB nor JAMS is available within 100 miles of your residence (“*Your Local Area*”) or at the time you assert a Claim, then you may select any other neutral arbitration service that arbitrates consumer claims in Your Local Area.

You may obtain a copy of the consumer arbitration rules used by AAA and JAMS by contacting them at the address or website listed below. These arbitration firms may change their contact information from time to time, so please contact our Customer Service—at 855-646-5242 (855-NINJA42) or [support@ninjacard.com](mailto:support@ninjacard.com)—for assistance in updating this contact information.

American Arbitration Association  
225 North Michigan Avenue, Suite 1840  
Chicago, IL 60601-7601  
Web site: [www.adr.org](http://www.adr.org)

JAMS  
1920 Main Street, Suite 300  
Irvine, CA 92614  
Web site: [www.jamsadr.com](http://www.jamsadr.com)

Any arbitration hearing, if one is held, will take place in Your Local Area. The arbitration will be conducted by a single arbitrator. The arbitration award will be in writing. Judgment upon the award may be entered by any party in any court having jurisdiction and will be final, binding, and non-appealable. All statutes of limitations that are applicable to a Claim will apply to any arbitration between you and us.

#### **4. What Remedies Are Available in Arbitration?**

Notwithstanding any language in this Arbitration Agreement to the contrary, you and we expressly agree that the arbitrator will have the authority to award all substantive relief—including but not limited to all injunctive remedies—that would be available to you in an individual court lawsuit. For example, if you are a California consumer, then in the arbitration you will be able to obtain public injunctive relief under state statutes—such as the California Unfair Competition Law (UCL), False Advertising Law (FAL), and Consumers Legal Remedies Act (CLRA)—without acting as a private attorney general in a court lawsuit.

#### **5. Is Class Arbitration Allowed?**

No. If an Arbitration Party elects to arbitrate a Claim, then the Claim will be arbitrated only on an individual basis. As an individual, you may obtain the public injunctive relief described in the paragraph above, but you must pursue such relief on an individual basis in arbitration. There will be no right or authority for any Claim to be arbitrated on a class basis. The arbitrator may not conduct class arbitration and may not allow you to act as a representative, private attorney general, or member of a class, or in any other representative capacity.

#### **6. Who Pays the Costs of Arbitration?**

We will pay our share of any arbitration fees. If you are unable to pay your share of the costs of arbitration, then your arbitration fees may be waived by the BBB, JAMS, or other arbitration service provider you have selected. If your properly submitted request to waive the arbitration fees is denied, or if the arbitration service you have selected does not have a waiver procedure, then we will, at your request, pay your share of the arbitration fees. You and we each agree to pay our own expenses for attorneys' fees, experts, and witnesses, unless applicable law gives you or us the right to recover any of those expenses from the other.

#### **7. What Law Applies?**

Since this Arbitration Agreement is made pursuant to a transaction involving interstate commerce, it will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as amended (the "FAA"). If for any reason an arbitrator or a court of competent jurisdiction finds that the FAA does not apply or that any provision in this Arbitration Agreement is unenforceable, then this Arbitration Agreement will be governed by the arbitration laws of Illinois, which is the state in which our principal place of business is located.

#### **D. Other Arbitration Terms**

This Arbitration Agreement is an independent agreement and will survive the termination of the Deposit Agreement, closing of your Account, or deactivation of your NinjaCard®. This Arbitration Agreement is binding upon each Arbitration Party's respective successors, assigns, trustees, or representatives. The validity, effect, and enforceability of the prohibition against class actions and class arbitration will be determined solely by a court of competent jurisdiction. All other matters will be decided by the arbitrator. If a representative Claim is asserted and a court refuses to enforce the prohibition on class arbitration, then every portion of the Arbitration Agreement will be null and void, and neither you nor we will be required to arbitrate the representative Claim.

#### **E. CLASS ACTION WAIVER**

BY SIGNING THIS DEPOSIT AGREEMENT, YOU AGREE THAT YOU ARE WAIVING ANY RIGHT YOU MAY HAVE TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION OR CLASS ARBITRATION PROCEEDING AGAINST THE BANK, THE PROGRAM MANAGER, OR ANY OTHER ARBITRATION PARTY.