

Important User Information: Terms and Conditions and Related Disclosures

T-Mobile MONEY Accounts

T-Mobile MONEY, powered by BMTX, Inc., a wholly owned subsidiary of BM Technologies, Inc.

Accounts provided by Customers Bank, Member FDIC

The terms and conditions set forth below contain important information regarding your use of the T-Mobile MONEY Account(s) provided by Customers Bank, Member FDIC and its service providers including BM Technologies, Inc. This information will also explain the products and services that you have requested and the rules that will apply to your use of these products and services.

Review this information carefully and print and retain a copy of these terms and conditions for your future reference.

Account Terms and Conditions and Related Disclosures

Click on the links below to access important documents.

1. [E-Sign Disclosure and Consent](#)
2. [USA PATRIOT Act](#)
3. [T-Mobile MONEY Web and Mobile Services User Agreement](#)
4. [Account Terms and Conditions and Related Disclosures](#)
5. [Pay Friends Terms and Conditions](#)
6. [Online Bill Payment Terms and Conditions](#)
7. [Important Information About Substitute Checks \(Check 21 Act\)](#)
8. [Mobile Check Deposit Terms and Conditions](#)
9. [Perks Terms and Conditions](#)

E-Sign Disclosure and Consent

This E-Sign Disclosure and Consent (“Disclosure”) applies to all Communications for those products and services offered through BM Technologies, Inc. that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words “we,” “us,” and “our” refer to Customers Bank, member FDIC (the Bank) with whom you will have an Account and its service provider BMTX, a wholly owned subsidiary of BM Technologies, Inc. As used in this Disclosure, “Account” means any and all accounts you have with us (checking and/or savings). “Communication” means any customer

agreements or amendments thereto, disclosures, notices, responses to claims, transaction history, tax documents, privacy policies, and all other information related to any products or services, including but not limited to information that we are required by law to provide to you in writing.

Scope of Communications to Be Provided in Electronic Form

When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format and that we may refrain from sending paper Communications to you, at our discretion, unless and until you withdraw your consent as described below.

Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Account(s). This includes providing statements by making them available through these access methods.
- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices.

Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided either (1) by email, (2) by access to a website that we will designate to you, or (3) via mobile application.

How to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form by contacting us at 1-866-686-9358. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of the website, mobile application, all accounts, and services will be terminated in conjunction with such a request. If you withdraw your consent, we will close your bank account(s), and mail you a refund check for the amount of any remaining balance(s) in your account(s) in accordance with the Account Terms and Conditions. At our discretion, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records

You agree to provide us with a true, accurate, and complete email address, contact and other information related to your Accounts and this Disclosure, and to maintain and update promptly any changes in this information. You can update information (such as your email address) through the website or mobile application.

Hardware and Software Requirements

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- An Internet browser that supports Transport Layer Security 1.2, 256-bit encryption.
- Sufficient electronic storage capacity on your computer's hard drive, mobile device, or other data storage unit.
- An email account with an Internet service provider and email software in order to participate in our electronic communications programs.
- A personal computer, mobile phone, or other secure device with a connection to the Internet, current browser software, and current computer/mobile phone/device operating system and software that is capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted email, via documents in a pdf format or via access to our website.

Requesting Paper Copies

We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a

paper copy by contacting us at 1-866-686-9358, provided that such a request is made within a reasonable time after we first provided the electronic Communication to you. There is no charge for paper copies. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

Communications in Writing

All Communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

Federal Law

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

Consent

By selecting “I agree to the E-Sign Disclosure and Consent,” you give your affirmative consent for us to provide electronic Communications to you as described herein. You further agree that your computer or other device satisfies the hardware and software requirements specified above and that you have provided us with a current email address at which we may send electronic Communications to you.

USA PATRIOT Act

Protecting you and your data is our priority, and sometimes that means we need extra information to process an application. All financial institutions are required to obtain, verify and record information that identifies each person who opens an account in accordance with the USA PATRIOT Act. Providing your personal information helps the government fight the funding of terrorism and money laundering activities.

What this means to you: When you open an account or make a change to an existing account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. We will let you know if additional information is required and assure you we are committed to safeguarding your personal and financial information against unauthorized access.

T-Mobile MONEY Web and Mobile Services User Agreement

This Web and Mobile Services User Agreement (“Agreement”) discusses important rules related to your use of the T-Mobile MONEY website (the “Website”), T-Mobile MONEY mobile application (the “App”), and any related products and services (collectively the “Service”). This Agreement affects your rights and you should read it carefully and print this Agreement or copy it to your computer’s hard drive for your reference. In this Agreement, “you” or “your” means any

person using the Service (“Users”). Unless otherwise stated, “BM Technologies, Inc.,” “we” or “our” will refer collectively to BMTX, Inc., a wholly owned subsidiary of BM Technologies, Inc. and its subsidiaries, affiliates, directors, officers, employees, agents, service partners, and contractors.

By clicking “I Agree”, “I Accept”, or by submitting any information through the Service you agree to the Terms and Conditions of this Agreement and any documents incorporated by reference. You further agree that this Agreement forms a legally binding agreement between you and BM Technologies, Inc., and that this Agreement constitutes “a writing signed by You” under any applicable law or regulation. Any rights not expressly granted herein are reserved by BM Technologies, Inc.

This Agreement is subject to change by BM Technologies, Inc. without prior notice (unless prior notice is required by law), by posting of the revised Agreement on the Website and the App. Descriptions of material amendments to this Agreement will be posted in advance on the Website and App. You may review the current Agreement at any time in the Statements and Documents section of the App or the Account Disclosures / Terms & Conditions section of the Website.

1. The Relationship between You and BM Technologies, Inc.

By indicating your agreement in the application process, by proceeding with the account opening process, and/or by initiating any transactions through the Service, you appoint BM Technologies, Inc. as your agent. As your agent, you grant us permission to obtain the funds on your behalf per your instructions, and to transfer the funds to the recipient that you designate, subject to the terms and restrictions of this Agreement. When you send a payment, until that payment is received by the recipient (which may occur instantly), you remain the owner of those funds and BM Technologies, Inc. may hold those funds as your agent, but you will not be able to retrieve those funds or send the funds to any other recipient unless the initial transaction is canceled in accordance with our policies and rules

Effective 2/26/2022: You further authorize BM Technologies, Inc., as your agent, after reasonable notice has been provided to you and without any further consent, to direct the FDIC-insured depository institution then holding your deposit account to transfer your deposit account and all of such depository institution's related obligations and responsibilities to an assuming FDIC-insured depository institution designated by BM Technologies, Inc. However, this authorization in no way impedes your ability to request the closure of your account if such a transfer of holding financial institutions is not acceptable to you.

2. User Responsibilities

Eligibility and T-Mobile ID

In order to use the Service, you must have or create an ID with T-Mobile USA, Inc. (“T-Mobile”), known as a “TMOID.” Wireless service through T-Mobile is not required to create a TMOID or open an Account. Your TMOID acts as a unique identifier linking you to your account(s) with us.

Personal Use and Level of Risk

You agree to use the Service for your personal use only. If your information or actions indicate that your use of the account is other than for your personal benefit or your usage otherwise presents an unacceptable level of risk to us, as determined at our sole discretion, you will not be eligible to use the Service.

Registration Information

You agree to provide true, accurate and complete registration information and to maintain and promptly update your information as necessary. You agree not to impersonate any other person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, BM Technologies, Inc. has the right to terminate your use of the Service and BM Technologies, Inc., its agents, suppliers, partners, and subcontractors have the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. You authorize BM Technologies, Inc., directly or through third parties, to make any inquiries we consider necessary to validate your registration. This may include ordering a credit report, performing

other credit checks or verifying the information you provide against third party databases.

Prohibited Transactions

You agree that you will not use any Service to initiate transactions related to illegal products or services, including but not limited to materials that infringe the intellectual property rights of third parties. You will not use the Service, the Website or the App, or any of the services offered therein for any unlawful or fraudulent activity. If BM Technologies, Inc. has reason to believe that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including without limitation any violation of any terms and conditions of this Agreement, your access to the Service may be suspended or terminated. You will cooperate fully with BM Technologies, Inc. to investigate any suspected unlawful, fraudulent or improper activity. You agree not to impersonate a BM Technologies, Inc. User or a BM Technologies, Inc. representative, or to request that a BM Technologies, Inc. customer provide you with their password or other information to access their account.

Electronic Communications

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding your account and/or your use of the Service ("Communications"), may be provided to you electronically and you agree to receive all Communications from BM Technologies, Inc. in electronic form. Electronic Communications may be posted on pages within the BM Technologies, Inc. website and/or delivered to your email address. You may print a copy of any Communications and retain it for your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the Communication. BM Technologies, Inc. reserves the right but assumes no obligation to provide Communications in paper format.

Your consent to receive Communications electronically is valid until you revoke your consent by notifying BM Technologies, Inc. of your decision to do so by contacting us in writing. If you revoke your consent to receive Communications electronically, BM Technologies, Inc. may terminate your right to use the Service.

Mobile Communications

You consent to and authorize BM Technologies, Inc., to contact you at the mobile/cellular telephone number we have on file for you via autodialer to communicate servicing messages to you, including potential fraud or data breach alerts, confirmation of money transfers, and similar messages to you related to your account(s) and activities therein. You understand that such messages may incur charges and that BM Technologies, Inc. will not be liable for such charges, and that you may opt out of receiving such messages by notifying us through any reasonable means, including but not limited to replying "STOP", calling, or writing us at the phone number or address provided herein.

Correct Information

You agree and warrant that you have access to the Internet and to a current functional email address for personal use. Although we will take reasonable steps to contact you based on information that you have provided us, BM Technologies, Inc. will not be liable for any undelivered email communications or any costs you incur for maintaining Internet access, an email account, or wireless service. You have an AFFIRMATIVE OBLIGATION to provide BM Technologies, Inc. with correct information, including an operational email address, and to notify BM Technologies, Inc. promptly as to any changes or cancellations of any information, such as email addresses you provide to BM Technologies, Inc. Failure to provide BM Technologies, Inc. with current information, including a working and functional email address for personal use, and/or failure to update BM Technologies, Inc. about a change or cancellation of any of your information, or if BM Technologies, Inc. has reason to believe that either has occurred, may result in suspension of your access to the Service or other measures deemed appropriate by BM Technologies, Inc.. BM Technologies, Inc. reserves the right to take measures to ensure the integrity of its database, and expects that you, as a user, will cooperate and keep your contact and personal information current.

Passwords

You may not reveal your account password(s) or PIN to anyone else, nor may you use anyone else's password. BM Technologies, Inc. is not responsible for losses incurred by users as the result of their misuse of passwords.

Hacking

If you use or attempt to use the Service for purposes other than its intended purposes, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

Assignment

You may not transfer any rights or obligations you may have under this Agreement without the prior written consent of BM Technologies, Inc. At any time, BM Technologies, Inc. reserves the right to transfer this Agreement or any right or obligation under this Agreement without your consent.

Indemnification

You agree to indemnify and hold us, T-Mobile, and our affiliates, partners, officers, directors and employees, agents and contractors harmless from any claim, action, demand, loss, or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your use of the Service.

Security Interest; BM Technologies, Inc.'s Right to Setoff

To secure your performance of this Agreement, you grant to BM Technologies, Inc. a lien on and security interest in any account opened or registered through the Service. In addition, you acknowledge that BM Technologies, Inc. may setoff against any accounts you own for any obligation you owe BM Technologies, Inc. at any time and for any reason allowed by law. BM Technologies, Inc. may consider this Agreement as your consent to BM Technologies, Inc. asserting its security interest or exercising its right of setoff should any law require your consent. The rights described in this section are in addition to and apart from any other rights.

Arbitration

(1) This section of this Agreement does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. We and you agree to arbitrate all other disputes and claims between you and us. This agreement to arbitrate is intended to be broadly interpreted. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and we are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to us should be addressed to: Legal, BM Technologies, Inc., P.O. Box 278, Maple Shade, NJ 08052 (the "Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (the "Demand"). If we do not reach an agreement with you to resolve the claim within 30 days after the Notice is received, we or you may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

You may download or copy a Notice Form and an Arbitration Initiation Form by selecting the following links:

Notice of Dispute (https://cdnfilestore.blob.core.windows.net/public/disclosures/Notice_Of_Dispute_form.pdf)

Arbitration Initiation Form (<https://cdnfilestore.blob.core.windows.net/public/disclosures/arbitration-initiation-form.pdf>)

(3) The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available

online at www.adr.org, or by writing to the Notice Address. The AAA Rules and the fee schedule therein set forth your limited obligation to pay filing fees. However, should you be unable to afford the filing fee as determined by the AAA Rules, we will consider in good faith any bona fide request to pay or reimburse such fees. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless we and you agree otherwise, any arbitration hearing that you attend will take place in the federal judicial district in which you reside. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(4) The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(5) Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between you and us in accordance with this provision. These arbitration provisions shall survive closure of your Account or termination of all business with us.

Effects of Arbitration: If either of you or us chooses arbitration, neither you or we will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

Choice of Law

This Agreement is governed by and interpreted under the laws of the State of Pennsylvania.

3. Rights, Obligations and Disclaimers of BM Technologies, Inc.:

Privacy

We take the privacy of your personal information very seriously at BM Technologies, Inc. Please review the BM Technologies, Inc. Privacy Policy (<https://www.t-mobilemoney.com/en/privacy-policy.html>) and Customers Bank Privacy Notice (<https://www.customersbank.com/privacy-notice/>) for additional information.

Processing

BM Technologies, Inc. shall make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, and check issuances are processed in a timely manner. However, a number of factors, several of which are outside of our control, will contribute to when the funds are received. We make no representations or warranties regarding the amount of time needed to complete processing, such as delays in the banking system or the U.S. or international mail service, nor shall we be liable for any actual or consequential damages arising from any claim of delay.

Closing and Restricting Access to the Service

BM Technologies, Inc., at its sole discretion, reserves the right to restrict or terminate access to the Service at any time for any reason, including but not limited to a violation of this Agreement or if you open an Account and violate the Account

Terms and Conditions or fail to keep your Account in good standing. BM Technologies, Inc., at its sole discretion, also reserves the right to periodically retrieve and review a consumer report for any account and reserves the right to close an account based on information obtained during this review process, or inability to properly verify the identity of the account holder. BM Technologies, Inc., at its sole discretion, also reserves the right to restrict your usage of the Service if required by law or if it has reason to believe that transactions are fraudulent. If your access is restricted, you will be notified by text (SMS, or "Short Message Service"), email, mobile/ cellular telephone number and/or home telephone number and requested to provide information relevant to your access of the Service and/or account. BM Technologies, Inc. will investigate the matter promptly. If the investigation is in your favor, we will remove the access restriction to the Service. You consent to our leaving prerecorded/artificial voice messages and using an automatic telephone dialing system to call and text your mobile/cellular telephone number. Our calls and text messages to your mobile/cellular telephone numbers could result in charges to you.

Termination

BM Technologies, Inc., in its sole discretion, reserves the right to terminate this Agreement and access to the Service for any reason and at any time upon notice to you and payment to you of any unrestricted funds held in custody for you.

Limitations on External Transfers Into and Out of the Account

BM Technologies, Inc. places limits on the dollar amounts of both outgoing and incoming external transfers that you originate through the Service. While not generally the case, internal and external transfers may be limited to as little as \$300 in aggregate under certain circumstances. Certain limits also may be imposed on the frequency of outgoing and incoming external transfers or they may be altogether prohibited. These limits may change at our discretion, may be implemented without prior notice, and are not disclosed in detail for security reasons. Limits are based on the aggregate amount of both checking and savings.

Miscellaneous Disclaimers

- a. All information and content related to the Service is subject to change. BM Technologies, Inc. does not warrant the completeness, accuracy or timeliness of the information displayed through the Service. The Service may be unavailable from time to time, at BM Technologies, Inc.'s sole discretion.
- b. BM Technologies, Inc. will not have any liability in connection with any unauthorized interception or use of data relating to you or the Service; any inability by you to use or access the Service for any reason; any actions or transactions by an individual that uses your user name and password with your consent or knowledge; or any cause over which BM Technologies, Inc. does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or Internet service providers.
- c. In no event shall BM Technologies, Inc. be liable (A) for damages caused other than by intentional misconduct or (B) for any indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy), arising out of or in any way related to your use of or inability to use the Service, even if BM Technologies, Inc. has been advised of the possibility of such damages. In no event shall BM Technologies, Inc. be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, internet access or computer equipment or software, or any third party website linked to through the Service) or any circumstances beyond our control (such as, for example, a fire, flood, or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services).

Limit on Liability

To the fullest extent permitted by law, we will not have any liability in connection with any unauthorized interception or use of data relating to you or the Service; any inability to use or access the Website or the App for any reason; any actions or transactions by an individual that uses your user name and password; or any cause over which we do not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or Internet service providers. We will not have liability for any adverse effects to your account caused by any Spam Block programs or Fire Walls that may prohibit email communications and/or account information access

available through the Internet.

The Service accessible through the Website and the App is provided “as is” and with all faults, and we hereby disclaim, for ourselves and for each other entity involved in the provision of the Service, all warranties, either express or implied or statutory, including, but not limited to, any implied warranties of merchantability, of fitness for a particular purpose and of lack of viruses. In no event shall we be liable (a) for damages caused other than by our own gross negligence or intentional misconduct or (b) for indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy), arising out of or in any way related to the use of or inability to use the T-Mobile MONEY website, mobile application, or any Service, even if we have been advised of the possibility of such damages. In no event shall we be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, Internet access or computer equipment or software) or any circumstances beyond our control (such as, for example, a fire, flood or other natural disaster, act of God, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services). Limitations on this disclaimer with respect to certain electronic funds transfers are stated in the [Electronic Fund Transfers Disclosure](#) set forth in the Account Disclosures.

Security Features

We take the security of your information very seriously. As such, we comply with all federal regulations regarding data protection and privacy to which we are subject, employ industry best practices and encourage you, as well, to take essential steps to protect your information. For additional information, please see the T-Mobile MONEY Privacy Policy.

Account Terms and Conditions and Related Disclosures

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask you for your name, residential street address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. If we do not receive this information from you, or if it cannot be verified within the required time period, your account may be restricted or closed.

DIGITAL ACCOUNT AND ACCOUNT LIMITATIONS

T-Mobile MONEY is a digital-only account. This means that there are no branches or physical locations in which we can service your account or accept deposits in person. In addition, we do not provide outgoing wire transfer services at this time. Also, while we provide you with 3 starter checks for the Checking account, we do not provide additional checks as part of this account.

Instead, we recommend a third party check printer, Carousel Checks, if you would like to print and purchase checks because unlike other check printers their checks meet our technical specifications. Further details on these and other items may be found in the Account Terms and Conditions below.

These terms and conditions and related disclosures ("Agreement") govern the use of your T-Mobile MONEY Accounts as applicable (checking and/or savings) issued by Customers Bank, member FDIC. This Agreement is by and between the account holder, and Customers Bank, member FDIC (the Bank). You understand and agree that the Bank may conduct some or all of its obligations under this Agreement through its third party service provider, BMTX, Inc., a wholly owned subsidiary of BM Technologies, Inc. ("BM Technologies, Inc."). In this Agreement, the words "we", "our", or "us" mean Customers Bank and BM Technologies, Inc. acting as third party service provider to the Bank, and the words "you" and "your" mean the individual account holder or such other user of the Account. The Account is also subject to the T-Mobile MONEY Mobile and Web Services User Agreement, and any other information we may provide to you from time to time on the T-Mobile MONEY website (the "Website") or the T-Mobile MONEY mobile application (the "App"). To the extent of any inconsistencies between this Agreement and any other terms or conditions provided to you, the terms of this Agreement will govern the Account.

Before using the Account (checking and/or savings) review the following important Account information and related disclosures:

Account Terms and Conditions

Fee Schedule

Funds Availability Disclosure

Electronic Fund Transfers Disclosure

Customers Bank Privacy Notice (<https://www.customersbank.com/privacy-notice/>) and the BM Technologies, Inc. Privacy Policy (<https://www.t-mobilemoney.com/en/privacy-policy.html>)

Account Terms and Conditions

By opening the Account, you accept and agree to this Agreement and any future amendments as communicated to you by us from time to time in accordance with this Agreement. By using the Account, you agree to the terms of this Agreement and the applicable Fee Schedule that may be imposed. You grant us the right to collect the fees, as earned, directly from your Account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this Agreement. In addition, you understand that for security purposes we may need to authenticate you and/or your computer or mobile device before you are able to use all of the functions within the Website or the App, including but not limited to mobile check deposit, bill pay, and other features. Finally, you understand

and agree that the Account is for personal, family, or household use only and is not to be used for business purposes.

Privacy

You have had an opportunity to review, download or print the BM Technologies, Inc. Privacy Policy (<https://www.t-mobilemoney.com/en/privacy-policy.html>) and the Customers Bank Privacy Notice (<https://www.customersbank.com/privacy-notice/>) relating to the Account.

Changes to Policy Disclosure

If any policy disclosure is changed, a description of the change will be sent to you at least thirty (30) days prior to implementing the change to the extent required by law. However, if the change expedites the availability of funds or benefits you, we may provide you with notice of such change up to thirty (30) days after the change is implemented.

Business Days

A Business Day is every Monday through Friday, excluding Federal Reserve holidays. All times referenced herein are stated in Eastern Standard Time (EST).

Internet Enabled Accounts

You certify that you have access to the Internet and a current email address. You have sole responsibility for providing us with a correct and operational email address. You must promptly notify us of any change in your email or postal mailing address, or if you are unable to access your account information through the Internet. If you do not promptly notify us, we will not be held liable for any adverse effects to your Account as a result of undelivered mail or email or due to the inability to access your Account information over the Internet. We are not responsible for any costs that you incur for maintaining Internet access and an email account.

Electronic Communications

You have consented to accept this Agreement and any other agreements, notices, disclosures or other communications regarding the Account in an electronic form. Electronic communications may be posted on the pages within the Website or the App, and/or delivered to your email address. Remember to print a paper copy of any electronic communication and retain it for your records. All communications in either electronic or paper format will be considered to be "in writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the communication. We reserve the right to provide any communication in paper format. Remember that your consent to receive communications electronically is valid until you revoke your consent by notifying us of your decision to do so. If you revoke your consent to receive communications electronically, we may terminate your Account or your right to use the Website or the App to the extent permitted by law.

Mobile Alerts Terms and Conditions

BM Technologies, Inc.'s alerting service allows you to receive messages about your Account. You may receive alerts via mobile phone subject to the terms and conditions of your mobile phone service provider. You are responsible for any fees imposed by your service provider.

Alerts will go into effect after you specify and confirm to us which alerts you wish to receive. You accept that each alert may not be encrypted and may include your name and information pertaining to your Account. You agree to delivery via mobile phone and to sharing of information with anyone who may have access to your mobile phone.

Receipt of alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, and such other relevant entities. Alerts are not a substitute for other notices we send you. You agree to continue to review all correspondence from us pertaining to your Account.

BM Technologies, Inc. does not guarantee the delivery of alerts. BM Technologies, Inc. and its partners and affiliates will not be liable for losses or damages arising from (a) a non-delivery, delayed delivery, or wrong delivery of alerts; (b) inaccurate content in an alert; (c) your use or reliance on the contents of any alert for any purchases.

BM Technologies, Inc. reserves the right to terminate alerts to you at any time. The information in any alert may be subject to certain time lags and/or delays. It is your responsibility to correctly enter and keep current the phone number and mobile phone provider as required for the alerts you have chosen to receive. The alerts may be stopped or suspended by you at any time. We reserve the right to terminate this service or begin charging a fee for the service at any time without notice, except as may be required by law.

Illegal, Fraudulent or Improper Activity

You will not use the Account for any illegal, fraudulent or improper activity. If we suspect that you may be engaging in or have engaged in a fraudulent, illegal or improper activity, including a violation of any terms and conditions relating to the Account, your access to the Account may be suspended or terminated. You understand that transactions in your Account may be suspended or terminated if an access device has been reported lost or stolen or when we reasonably believe that there is unusual activity in your Account. You will cooperate fully with us to investigate any suspected illegal, fraudulent or improper activity related to your Account.

Password Protection

You will not disclose your password to access the Website, the App, or this Account to any person. You will notify us immediately if your password is compromised or lost.

Security Features

We strongly suggest that you use a web browser with 256-bit encryption. Regardless of whether you use a web browser with security features, we are unable to ensure that the data transmitted by you to us, or from us to you, will not be intercepted by third parties. To further ensure the security of your account, we encourage you to avoid transmitting confidential information through email communications.

Amendments

We may change this Agreement at any time and, if such change will adversely affect your Account, we will give you notice before the effective date of the change as required by applicable law. We may provide this notice to you by emailing the notice to you directly or by posting the notice on the Website or the App through which you access this Account.

Consumer Information and Credit Reports

You authorize the Bank to review your financial information, including consumer reporting agency reports, before we approve your application for an Account. To the extent permitted by law, we may obtain consumer credit reports to determine whether you continue to meet the requirements for your Account, in connection with any service that you request or receive.

Co-Owner Acceptance for Shared Accounts

By Inviting a trusted person to become a shared owner on your existing account, you are authorizing a change in ownership once the trusted person accepts and is added to your account. All funds existing in the account at the time the Shared account is established and all future funds are equally owned by both of you and you become co-owners.

RIGHTS OF CO-OWNERS: Co-owners of shared accounts are joint tenants with right of survivorship. Each co-owner has equal powers with respect to the account. Either owner can transact without the other. This includes but is not limited to the ability to make payments, withdraw or transfer funds, change the email address to which statements /notices are sent, and/or close an account. We may act on instructions from a co-owner without the consent of the other co-owner. No co-owner, however, may remove the name of another. Each co-owner will function as the other co-owners' agent when conducting business with us with respect to the account. We are not subject to and will not be bound by any agreement made between or among co-owners. Notice to one (1) co-owner at the email address in our records will be considered notice to all co-owners. Each of you guarantees that the signature of the other co-owner is genuine and agrees to provide any endorsement that may be missing on a deposited item.

DEATH OF A CO-OWNER: Funds from a shared account can be paid to or on the order of either co-owner of the account, even if that co-owner is not alive at the time the payment is made. On the death of a co-owner, the funds in the

account belong to the surviving co-owner. The estate of the deceased owner will have no rights to the account and the account must be closed by calling our T-Mobile MONEY Specialists at 866-686-9358 as it no longer meets the definition of a shared account. Any remaining funds can be transferred to the surviving co-owner's Checking account. Note: We will require a submission of a death certificate.

LIABILITY OF CO-OWNERS: Your liability as a co-owner of a shared account is joint and several, which means we can enforce this agreement against each co-owner. We can also seek repayment of any amounts owed to us by either co-owner without having to seek repayment from both co-owners. If one or more co-owners owe us money that is due, we can use the funds in the Shared account to pay the debt without notice to the other co-owner. Subject to applicable law, each co-owner is responsible for his or her own tax obligations. For tax reporting purposes, we will issue a 1099 only to the primary owner on the account. The primary owner is the initiator of the invitation. We will comply with attachments, liens, and/or other forms of legal process received and may hold or remit funds belonging to a co-owner from the Shared account.

Closing the Account

We may close your Account at any time for any reason and without notice to you. We will not be liable to you for dishonoring any check, credit, or other payment order presented for payment after we close your Account. We will mail you a notice that we have closed your Account and tender the Account balance, less any fees or charges, by mail. If there is a balance in your Savings account, the remaining funds will be disbursed through an automatic/immediate transfer to the open checking account prior to account closure

You may close this Account at any time as long as you do not have a negative balance. Please note that you will be responsible for any fees, penalties or charges owed to us. To the extent your Account has 1) a negative balance, or 2) a balance of less than \$50 with no activity, for a period of 180 days, your Account may be closed and a check in the amount of any remaining balance in your account will be mailed to your last known address. If your account balance was negative at the time of closing, you will continue to be responsible for paying us the amount of your negative balance and we may report this information to outside credit reporting agencies or databases.

Assignment

You may not assign or transfer any rights or obligations you may have under this Agreement, or with respect to the Account, without our prior written consent. We reserve the right to transfer at any time any right or obligation under this Agreement without your consent unless otherwise stated herein.

Deposits

Any items accepted for deposit (including items drawn "on us") will be given credit in accordance with our Funds Availability Disclosure Policy and our Mobile Check Deposit Terms and Conditions, as applicable. We are not responsible for transactions initiated through mail or outside depository until we actually receive and record them. All transactions received after our "daily cut-off time" on a business day we are open or received on a day in which we are not open for business will be treated and recorded as if initiated on the next following business day that we are open. Daily cutoff times and business days are listed in the Funds Availability Policy Disclosure section of this document. We may refuse a deposit, limit the amount of a deposit, or return all or a portion of a deposit. Deposits are subject to verification by us.

Mastercard rePower® Deposits (not available for Savings account)

You may use the Mastercard rePower® network to add funds to your Checking account by asking the cashier at a participating merchant to load cash directly to your T-Mobile MONEY debit Mastercard®. There is a \$20 minimum deposit to use this service. The merchant will charge a fee at the time of the transaction that must be paid in cash. In most cases, this fee will be \$5.00 or less. However, the amount of this fee may vary from merchant to merchant. We do not control or receive any benefit from these fees. Limits may apply to the frequency and amount of deposits made through this channel. These limits are subject to network and merchant rules and may change from time to time.

Cash Deposits

We do not accept cash deposits through the mail. In the event that cash deposits are received, the cash will be returned to you at the address on file. We are not liable for any deposits, including cash, lost in the mail, lost in transit or not received by us.

Third Party Checks

We will not accept third party checks for deposit. In the event that we receive a third party check, we will not deposit the check into the Account. Third-party checks will be returned to the sender via U.S. mail and we will not be liable for any checks that may become lost in the mail.

Endorsements

Any check or other item submitted for deposit must be endorsed exactly as it was made payable. You warrant that all endorsements on items deposited to your Account are genuine. Any endorsement must be placed in the 1-inch area starting at the left side on the back of an item and the remaining area on the back of the item may not contain any preprinted, stamped or handwritten information and must state either "For Remote Deposit Only" or "For Mobile Deposit Only" for mobile checks deposited. If you fail to do this, you may be required to reimburse us for losses incurred. In the absence of endorsement, you authorize us to supply any missing endorsements if items are made payable to you or your order and you have not endorsed them.

Deposited Items Returned

If final payment is not received on any item you deposited to your Account, or if any direct deposit, automated clearinghouse deposit or electronic fund transfer to your Account is returned to us for any reason, you agree to pay us the amount of the return. We may charge any Account of which you are an owner or re-present any item you deposit with us that is returned to us unpaid without prior notice to you. Please be advised that if your third party bank returns an Automated Clearing House ("ACH") transaction to BM Technologies, Inc., as agent due to insufficient or unavailable funds, we will automatically re-attempt to successfully complete the transaction with your bank up to 2 additional times, as permitted by law.

You authorize us to attempt collection of previously returned items which you deposited. In our attempts to collect these items, you agree that we may allow the payor bank (the bank on which the item is drawn) to hold the item beyond its midnight deadline. If an item you deposit is returned unpaid, you waive the requirement for notice of this return.

If a claim is made on any item, subsequent to final payment, on the grounds that the item was altered, bears a forged or unauthorized endorsement, or was not otherwise properly payable, we may withhold credit for the item from your account until final determination of the claim. In addition, we will not be liable for a check or draft or other item that you deposit that has been forged or altered in such a way that a reasonable person could not discover the forgery or alteration.

Direct Deposits

If, in connection with a direct deposit plan, we deposit any amount in this Account which is claimed by the federal government or any state government for any reason, you authorize us to deduct the amount of liability from this Account or from any other Account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of liability.

Early Payroll Direct Deposits

Funds from payroll-related direct deposits may be made available up to two days early. Early access to payroll deposits applies to the direct deposit of funds from your employer. Employer direct deposits vary and, as a result, it is not possible to guarantee early access to your pay. Factors that will affect this include the sender's deposit description used and the timing of their submission of deposit. In order to provide this service, we generally post such deposits on the business day we receive notice that the deposit is scheduled, which may be up to two (2) business days earlier than the payer's scheduled payment date. In general, benefit checks (direct deposit or otherwise) from the federal or state government will not be eligible for early access based on the parameters we use. As an example, benefits that generally would not receive early access include but are not limited to unemployment, retirement, pension, civil service, railroad retirement and veteran's payments.

Checking Account Withdrawals

You may withdraw or transfer all or any part of the Account balance at any time on forms approved by us. We may charge your Account for a check, even though payment was made before the date of the check. The fact that we may honor withdrawal requests which overdraw the finally collected Account balance does not obligate us to do so unless required by law. Withdrawals will first be made from collected funds and we may, unless prohibited by law or our written policy, refuse any withdrawal request against unavailable funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted which is for an amount less than any minimum withdrawal requirement or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this Account.

You agree to maintain sufficient available funds on deposit to cover all items presented for payment against your Account. If you do not, payment may be refused. We reserve the right, without prior notice to you, to either pay or return any item presented for payment against insufficient or unavailable funds. We are under no obligation to honor post-dated checks, with or without notice by you. Post-dated checks may be paid upon receipt from your account as any other check which is properly dated.

You agree immediately upon notice from us to deposit funds sufficient to cover any overdraft. If we choose to honor any debit item that overdraws the Account, we do so at our discretion and will not be obligated to do so thereafter. If you fail to pay an overdraft that has occurred on your Account, we may report this information to outside credit reporting agencies or databases.

We will pay checks presented for payment against your Account in the posting order, as sorted by serial number, if applicable, as described below.

We will provide you with 3 starter checks at no charge. If you would like to order checks, we recommend using Carousel Checks because unlike other check printers their checks meet our technical specifications. We do not have a direct relationship with Carousel Checks or receive any financial incentive if you choose them as your check printer. Whether you choose to order checks from Carousel Checks or another check printer, please be aware that we are not responsible for any fees issued by the check printer or misprints of the account or routing number or other information, quality of checks, or costs that may result.

Typically, we will post credits first and will pay all other items by type in the date and time order of the transaction received unless it is a check or a converted check that contains a serial number or b) a date and time stamp is not present. Items with serial numbers will be paid in serial number order and items without date and time stamps will be paid in the order they are received. We reserve the right to change the posting order presented to your Account, for payment, at any time without notice to you.

ACH and Wire Transfers

This Agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your Account with us. If you originate a funds transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment.

We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearinghouse association rules. These rules provide, among other things that payments made to you, or originated by you, are provisional, until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an Account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. ACH processing is provided by a third party financial institution.

Ownership of Account

You are opening a single party Account and it will be owned by you individually.

Stop-Payment Orders

We may accept a written or oral stop payment order from you. We may require you to complete a form authorizing the order. You must give us sufficient notice so that we have a reasonable opportunity both to verify that the item is unpaid and to act on your request. You should not expect the stop payment to be effective until you have received confirmation of such.

To place a stop payment order on a check from your Checking account, we require the account number and check number. We may also require the reason for the stop payment request or other information.

A check stop payment order generally expires after 180 days. However, we may in our sole discretion, elect to honor a stop payment order for a longer period of time without notice to you. If you want the order to continue after 180 days, you must ask us to renew the order. Each renewal is treated as a new order. If you want the order to expire in less than 180 days a request to cancel a stop payment must be submitted in writing. Your request to cancel the order is not effective until we have a reasonable opportunity to act on it. You should not expect the stop payment to be canceled until you have received confirmation of such. We cancel the order automatically when the Account on which the check is drawn is closed.

If the check is presented to us for payment after the order expires, we may pay the check.

To place a stop payment on an ACH or a debit card, we require the merchant name, ACH amount or debit card amount range and reason. If you give us the wrong ACH amount, incorrect debit card amount range (even one penny off) or the wrong merchant name, we may pay the ACH or debit card transaction. We may use only a portion of the required information to identify the ACH, or debit card stop.

A debit card stop payment order expires after 3 years. If you would like to cancel the order, a request to cancel a stop payment must be submitted in writing. Your request to cancel the order is not effective until we have a reasonable opportunity to act on it. You should not expect the stop payment to be canceled until you have received confirmation of such. We cancel the order automatically when the account on which the debit card is drawn is closed.

An ACH stop payment order does not expire. If you would like to cancel the order, a request to cancel a stop payment must be submitted in writing. Your request to cancel the order is not effective until we have a reasonable opportunity to act on it. You should not expect the stop payment to be canceled until you have received confirmation of such. We cancel the order automatically when the Account on which the ACH is drawn is closed.

You agree to hold us harmless for said amount, and for all damages, expenses and costs incurred on account of refusing payment of said check, debit card or ACH transaction, and you further agree not to hold us liable on account of payment contrary to a stop payment order if you benefitted from such even though it may have occurred through inadvertence, oversight or accident, or if the check, debit card, or ACH transaction is not described with absolute accuracy and certainty as to all details, especially the amount of said check, debit card or ACH transaction.

We may pay the check, debit card or the ACH transaction if presented to us after the order is canceled in writing.

Transfer of Account Balance to BM Technologies, Inc.; Other Transfer (effective 2/26/2022)

You hereby appoint BM Technologies, Inc. as your agent for purposes of any deposit Account you may open. You specifically authorize the Bank, at the direction of BM Technologies, Inc., to transfer the full balance of the Account to BM Technologies, Inc., as your agent, so as to permit BM Technologies, Inc. to place such balance with another Federal Deposit Insurance Corporation ("FDIC")-insured depository institution. You also authorize the Bank to transfer any Account balance directly to a successor FDIC-insured depository institution as designated by BM Technologies, Inc. without any further consent on your part. Upon any such transfer, the Bank's obligations and responsibilities with regard to you and your Account shall cease, and this Agreement shall terminate.

Statements

Our statement cycle coincides with each calendar month. Your monthly statement may be viewed in the “Statements and documents” area of your T-Mobile MONEY app on the first calendar day of the following month.

You agree to examine and reconcile your statement of Account within 30 days of its posting on the Website or the App through which you access this Account. If you discover (or reasonably should have discovered) any unauthorized payments or alterations, or errors on your statement, you must promptly notify us of the relevant facts.

You are responsible for keeping track of your Account available balance. Merchants generally will not be able to determine your available balance. It’s important to know your available balance before making any transaction. You may access your available balance by accessing your Account via the Website or the App or by calling (866)-686-9358 (inside the US) or (414)- 751-6700 (outside the US) or by dialing **MONEY from your T-Mobile wireless device. Statements in electronic format will be made available at the Website or the App.

If you fail to perform either of these duties you will have to either share the loss with us or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement, but other items forged or altered by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance exceed a total of sixty (60) days from when the statement is first made available to you. We will consider the statement correct unless you notify us in writing, at the address indicated on the statement within sixty (60) calendar days from when the statement is first mailed or made available to you. We will not be liable to you for payment of any unauthorized signatures, forged or altered checks if you fail to notify us of the unauthorized signature, forgery or alteration within this sixty (60) day period and your failure causes us to suffer a loss. You may have to bear losses that could have been prevented if you had discovered and told us within the sixty (60) day period of errors or unauthorized transactions. This sixty (60) day limitation applies regardless of whether we used ordinary care.

Checking Account Interest

An interest rate of 3.93%, with an Annual Percentage Yield (APY) of 4.00%, will be paid on balances up to and including \$3,000.00 in your Account for calendar months when all of the following conditions are met:

1. You are enrolled in an active eligible T-Mobile or Metro by T-Mobile plan (a “Qualifying Plan”);
2. You have registered through the Website or the App for perks with your T-Mobile ID; and
3. At least 10 qualifying transactions have posted to your Checking Account before the last business day of the month. “Posted” (“posting” and “post”) means that a given transaction has been finalized by the merchant and communicated to the bank. Posting does not always occur on the date the transaction was authorized.

A “qualifying transaction” is any T-Mobile or Metro by T-Mobile payment, an instant payment to friends, or a purchase of goods or services made through use of the T-Mobile MONEY Mastercard® Debit Card, whether you use the physical card, the card numbers (as with a “card not present” transaction on the Internet), or an e-wallet like Apple Pay®, Google Pay, or Samsung Pay. Transactions will qualify regardless of whether “debit” or “credit” is chosen at the point of sale.

Qualifying transactions do not include, without limitation, the following:

- Transactions at ATMs, including but not limited to cash withdrawals.
- Over the counter cash withdrawals that do not include a purchase.
- Cash advances on your T-Mobile MONEY Mastercard® Debit Card.
- Transfers from the T-Mobile MONEY Mastercard® Debit Card via external peer-to-peer (P2P) transfer services, including, but not limited to, PayPal®, Venmo®, Cash App®, Zelle®, and Apple Cash® or similar services.
- Credits to your T-Mobile MONEY Mastercard® Debit Card (for example a refund or return).

- ACH debits from merchants, utility service providers and other financial institutions.
- ACH transfers from the T-Mobile MONEY Checking Account to another bank account you own made using the Website or the App.
- Payments made using the bill payment feature in the T-Mobile MONEY Online Bill Payment Service.
- Transfers or withdrawals from the T-Mobile MONEY Checking Account.
- Purchase authorizations / Pending purchases / Holds that have not yet posted to your T-Mobile MONEY Checking Account.

Qualifying transactions posting on or after the last business day of the month count toward the next month's qualifying transactions. The first time you fund your account, as an additional added value, you will receive 4.00% APY on balances up to and including \$3,000 in the statement cycle in which you make your first deposit of greater than \$1, as well as in the cycle that follows that deposit provided all other requirements are met. These added value benefits are subject to change.

An interest rate of 2.47% will be paid only for that portion of your average daily balance that is greater than \$3,000.00. The APY for this tier will range from 4.00% to 3.40% depending on the balance in the Account (calculation based on a \$5,000 average daily balance). Customers who do not qualify for the 4.00% APY will earn 2.50% APY on all Account balances for any month(s) in which they do not meet the preceding qualifying transactions requirements or their Qualifying Plan is terminated for any reason (subject to the added value for qualifying transactions requirements described above). APYs are accurate as of 12/01/2022 but may change at any time at our discretion. Fees may reduce earnings. For more information, see our FAQs.

Savings Account

In order to open a T-Mobile MONEY Savings account, you must have a T-Mobile MONEY Checking account that is in good standing and has been funded. There is no minimum balance required to open your account, avoid being assessed an account fee, or to obtain the APY disclosed to you. Check writing is prohibited on the Savings account. Any checks presented on the Savings account will not be honored. We reserve the right at any time to require that you give us at least seven (7) calendar days' notice before you withdraw funds from a savings account. Although we usually pay withdrawals without notice on these accounts, doing so does not mean that we give up that right.

Shared Savings Account

A Shared Savings account is the Savings account described above held jointly with a co-owner as agreed to under "Co-Owner Acceptance for Shared Accounts." T-Mobile MONEY customers may have one individual Savings account and one Shared Savings account. To open a shared account, one customer (considered the primary owner) sends an invitation to another trusted customer to become a co-owner on a shared account. By initiating an invitation, the initiator acknowledges that he/she is responsible for informing the invitee that they will be providing personal information in order to send an invitation. The initiator may choose to convert an existing individual Savings account to a Shared Savings account or may elect to open a net new Shared Savings account separate from any existing individual Savings account. You must have a checking account that is in good standing and has been funded to have a savings account and/or a Shared Savings account.

Savings Account Interest

An interest rate of 2.47%, with an Annual Percentage Yield (APY) of 2.50%, will be paid on all balances.

Rate Information

Interest rates and APY are variable and may change at any time at our discretion. Fees may reduce earnings. A withdrawal from your Account will reduce earnings. We use the average daily balance method to calculate interest on your Account. This method applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is calculated by adding the principal in the Account for each day of the period and dividing that figure by the number of days in the period.

Accrual of Interest on Deposits / Compounding Frequency

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest on your Account will be compounded and credited on a monthly basis at the end of your monthly

statement cycle. If your T-Mobile MONEY Account is closed before interest is credited, any accrued and unpaid interest will not be paid. Mobile deposits are subject to verification and not available for immediate withdrawal.

Tax Withholding

At the time you open your account, you will provide us with a tax identification number (TIN), which you certify as correct under penalty of perjury. In accordance with prevailing law, we will use that number to report any interest or bonuses earned on your account to the Internal Revenue Service (IRS). If you fail to provide us with a TIN, you do not provide the correct TIN, or you fail to certify the TIN, you may be subject to back-up withholding if the IRS notifies us that the furnished TIN is incorrect, you are notified by the IRS that you are subject to back-up withholding for failing to report all interest and dividend payments on your tax return, or your failed to certify to us that you are not subject to back-up withholding, we are required to withhold and pay to the IRS a percentage of any payment of interest on your account. If we do back-up withhold and later you are no longer subject to back-up withholding, you may have to contact the IRS to obtain a refund of the money withheld.

Right of Setoff

We may (without prior notice and when permitted by law) set off the funds in any and all of your Accounts against any due and payable debt you owe us now or in the future.

We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against any and all of your Accounts. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

Escheatment

We are required by law to deliver to the applicable state agency any funds in an account if you do not have activity or we cannot locate you for a period of time as defined by applicable state regulation. We will provide applicable notices to you, as required by law. You agree that we are not responsible for any funds delivered to the state in compliance with the laws of the applicable state agency.

Court Attachments; IRS Levies; Adverse Claims

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

Arbitration

(1) This section of this Agreement does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. We and you agree to arbitrate all other disputes and claims between you and us. This agreement to arbitrate is intended to be broadly interpreted. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and we are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to us should be addressed to Legal, BM Technologies, Inc., P.O. Box 278, Maple Shade, NJ 08052 (the "Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (the "Demand"). If we do not reach an agreement with you to resolve the claim within 30

days after the Notice is received, we or you may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

You may download or copy a Notice Form and an Arbitration Initiation Form by selecting the following links:

Notice of Dispute (https://cdnfilestore.blob.core.windows.net/public/disclosures/Notice_Of_Dispute_form.pdf)

Arbitration Initiation Form (<https://cdnfilestore.blob.core.windows.net/public/disclosures/arbitration-initiation-form.pdf>)

(3) The arbitration will be governed by the Consumer Arbitration Rules (“AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, or by writing to the Notice Address. The AAA Rules and the fee schedule therein set forth your limited obligation to pay filing fees. However, should you be unable to afford the filing fee as determined by the AAA Rules, we will consider in good faith any bona fide request to pay or reimburse such fees. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless we and you agree otherwise, any arbitration hearing that you attend will take place in the federal judicial district in which you reside. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(4) The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(5) Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between you and us in accordance with this provision. These arbitration provisions shall survive closure of your Account or termination of all business with us.

These arbitration provisions shall survive closure of your Account or termination of all business with us.

Effects of Arbitration: If either of you or us chooses arbitration, neither you or we will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

Choice of Law

This Agreement is governed by and interpreted under the laws of the State of Pennsylvania.

Indemnification

You agree to indemnify and hold us, T-Mobile, and our affiliates, officers, directors and employees, agents and contractors harmless from any claim, action, demand, loss, or damages (including attorneys’ fees) made or incurred by any third party arising out of or relating to your use of the Service.

Limit on Liability

In no event shall we be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, Internet access or computer equipment or software) or any circumstances beyond our control (such as, for example, a fire, flood or other natural disaster, act of God, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services).

Miscellaneous

We will not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasion.

Fees and Charges

You agree to pay all fees and charges applicable to your Account. Please refer to the [Fee Schedule](#) for the charges associated with your Account for certain transactions and/or requests.

Telephone Banking

You may access your account with bilingual agent assistance 8AM-12AM ET, 365 days a year at (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US) or by dialing **MONEY from your T-Mobile wireless device in order to:

1. Get help with the T-Mobile MONEY website or mobile application.
2. Get transaction information about your Account.
3. Place a stop payment order.
4. Request copies of statements, checks and deposited items.
5. Report a card lost or stolen.

How We May Contact You

You agree that we may contact you using any contact information you have provided to us including but not limited to contact via email, text (SMS, or "Short Message Service"), mobile/cellular telephone number, home telephone number and/or regular mail. You consent to our leaving prerecorded/artificial voice messages and using an automatic telephone dialing system to call or text your mobile/cellular telephone number. Our calls and text messages to your mobile/cellular telephone numbers could result in charges to you.

Contacting BM Technologies, Inc.

By US Mail:

To Send Deposits: T-Mobile MONEY c/o BM Technologies, Inc., P.O. Box 465, Phoenixville, PA 19460

To Notify Us by Mail of Transaction Disputes or Errors: Error Resolution, P.O. Box 278, Maple Shade, NJ 08052

For General Correspondence: BM Technologies, Inc., P.O. Box 278, Maple Shade, NJ 08052

By Toll-free Telephone (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US)

By Internet: www.t-mobilemoney.com

Fee Schedule

Check Copy	\$0.00
Check Printing*	N/A

Court Attachments/Levy	\$0.00
Overdrafts/Non-Sufficient Funds/Uncollected Funds	\$0.00
Personal Account Non-Sufficient Funds (NSF)	\$0.00
Personal Account Uncollected Funds (UCF)	\$0.00
Overdraft Transfer	\$0.00
Replacement ATM/Debit Card	\$0.00
Returned Check	\$0.00
Statement Copy	\$0.00
Stop Payment	\$0.00
Telephone Transfer	\$0.00
Wire Transfers	
Incoming Wire Transfer	\$0.00
Outgoing Wire Transfer	N/A (not currently offered)

* We will provide you with 3 starter checks at no charge for your Checking account. If you would like to order checks, we recommend using Carousel Checks because unlike other check printers their checks meet our technical specifications. We do not have a direct relationship with Carousel Checks or receive any financial incentive if you choose them as your check printer. Whether you choose to order checks from Carousel Checks or another check printer, please be aware that we are not responsible for any fees issued by the check printer or misprints of the account or routing number or other information, quality of checks, or costs that may result.

Fees incurred by other entities will be passed through to customers with a T-Mobile MONEY account without any markup by T-Mobile MONEY or BM Technologies, Inc. This includes but is not limited to ATM fees charged by any non-Allpoint Network ATM or non-Customers Bank ATM, Mastercard rePower® network fees charged by participating merchants, or foreign transaction fees charged by third parties.

Funds Availability Disclosure

We only accept items for deposit that are drawn on financial institutions located in the United States.

THE EXPEDITED FUNDS AVAILABILITY ACT AND REGULATION CC OF THE FEDERAL RESERVE BOARD REQUIRE ALL BANKS TO NOTIFY DEPOSITORS OF THEIR FUNDS AVAILABILITY POLICIES. THIS DISCLOSURE STATEMENT IS DELIVERED TO YOU IN COMPLIANCE WITH THE REGULATION CC AND PRESENTS OUR FUNDS AVAILABILITY POLICIES.

DETERMINING THE AVAILABILITY OF A DEPOSIT

T Mobile MONEY

POWERED BY **Bmtx**
Member Accounts provided
FDIC by Customers Bank

Our policy is to delay the availability of funds that you deposit in your Account. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

The length of the delay is counted in business days from the date of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If we receive your deposit prior to the applicable cutoff time on a business day, we will consider that day to be the day of the deposit. However, if you make a deposit after the cutoff time or on a day that is not a business day, we will consider that the deposit was made on the next business day we are open. The cutoff time for paper checks is 2 p.m. ET. The cutoff time for incoming wires is 6 p.m. ET. The cutoff time for mobile check capture and debit card deposit is 7 p.m. ET. The cutoff time for external transfers and bill pay is 9 p.m. ET. The cutoff time for ACH deposits, including direct deposits is 11 p.m. ET.

The length of the delay varies depending on the type of deposit and is explained below.

Same Business Day Availability

Funds from the following sources are available on the same business day we receive the deposit:

- Funds from electronic direct deposits
- Funds from ACH deposits
- Wire transfers

Next Business Day Availability

Mailed funds from the following sources are available the next business day after the banking day on which the mailed deposit is received:

- U.S. Treasury checks that are payable to you.
- Checks payable through Customers Bank.
- State or local government checks that are payable to you.
- Cashier, certified, teller's, and traveler's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders if these items are made payable to you.

Deposits made through the Mastercard rePower® network are available the next business day after the banking day on which these deposits are received. In many cases, however, cash deposits will be available sooner, including immediately after deposit. However, we may place longer holds on certain items for other reasons (see Longer Delays May Apply, below).

Other Mailed Check Deposits

Our policy is to make the funds from other checks you mail to us that are ineligible for next day availability available as follows:

The first \$225 of total checks received by mail and deposited for the day will be available on the first business day after the day of deposit. The remaining funds will be available on the second business day after the day of deposit.

Mobile check deposits are subject to the "Rules for Mobile Deposit Funds Availability" provisions under the Mobile Check Deposit Terms and Conditions section below.

Money Order Guidelines

All money orders (U.S Postal service and non-postal) must be made payable to you.

- Mailed deposits of U.S. Postal Service money orders are made available on the next business day after the day we receive the deposit.

Transfer Money

To transfer the money as you request, we send instructions to the third-party bank via the ACH network to charge your other bank account. Because we do not know if you have sufficient funds at the third-party bank, we do not typically provide immediate availability. Limitations on transfers are set for security reasons and are not disclosed for that reason.

Unless longer delays apply, the balance will usually be available 2-4 business days after the day on which the transfer is initiated.

LONGER DELAYS MAY APPLY

Funds you deposit by mailed check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- A check that has been returned unpaid is redeposited.
- You have overdrawn your Account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communication equipment.

We will notify you by email 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 7th business day after the day of your deposit. You may ask us if you need to know when a particular deposit will be available for withdrawal.

Electronic Fund Transfers: Your Rights and Responsibilities

This disclosure states the additional rights and responsibilities that you may have pertaining to Electronic Fund Transfers and applies only to deposit accounts established for personal, household or family use. The term "Electronic Fund Transfer" includes, transfers of funds initiated through an electronic terminal, telephone, magnetic tape, mobile device, or computer for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a deposit account. This includes, without limitation, ATM and Point of Sale (POS) transfers, direct deposits, pre-authorized withdrawals of funds, computer initiated transactions, electronic check conversion transactions and mobile banking. Online banking and bill payment are governed by a separate services agreement that is provided to customers. This disclosure does not change or modify this Agreement and it is not a contract.

Business Days

A Business Day is every Monday through Friday, excluding Federal Reserve holidays.

ACH, Automatic and Preauthorized Transfers

You may make arrangements for certain direct deposits (such as some payroll deposits) to be made directly into your Account. You may make arrangements to pay certain recurring bills or to pay for purchases made through the Internet or telephone from your Account. You may transfer funds between your Accounts. Limitations on external transfers are set for security reasons and are not disclosed for that reason.

BM Technologies, Inc. places limits on the dollar amounts of both outgoing and incoming external transfers that you originate through the Service. While not generally the case, internal and external transfers may be limited to as little as \$300 per day in aggregate (checking and savings) under certain circumstances. Certain limits also may be imposed on the frequency of outgoing and incoming external transfers or they may be altogether prohibited. These limits may change at our discretion, may be implemented without prior notice, and are not disclosed in detail for security reasons.

Electronic Fund Transfers Initiated by Third Parties

You may authorize a third party to initiate electronic fund transfers between your Account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party

to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found in the Website or the App. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your Account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your Account(s).
- **Electronic check conversion (not available for Savings account).** You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge (not available for Savings account).** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

T-Mobile MONEY™ Debit Mastercard® Card Transactions

You may access your Account by Automated Teller Machine (“ATM”) using your T-Mobile MONEY™ Debit Mastercard® card and your PIN (personal identification number) to:

1. Get cash withdrawals from your Account(s) (you may withdraw no more than \$500.00 per day in aggregate (checking and savings)). Certain limits may be imposed on the number of ATM withdrawals you may make per day. These limitations are not revealed for security reasons.
2. Get the Account balance of your Account(s) (some of these services may not be available at all terminals).

Note: Allpoint® ATMs vary by location, availability, and hours of operation and are subject to change. Find an [Allpoint® Network](#) ATM or Customers Bank ATM. If you use a non-Customers Bank ATM or non-Allpoint® Network ATM for a withdrawal, we will not charge you a fee but you may be charged a fee by the ATM operator even if you do not complete a withdrawal. If you obtain cash from a bank teller, the bank may charge a fee. This ATM fee or bank fee is a third party fee amount assessed by the individual ATM operator or bank only and is not assessed by us. This ATM fee or bank fee amount will be charged to your Account. ATMs may be added to or removed from the Allpoint® Network any time. Allpoint® ATMs may not be available 24 hours a day, 7 days a week. The location, availability, and hours of operation may vary by merchant and is subject to change. The Allpoint® Network is generally updated on a weekly basis and it may take up to one additional week for the [Allpoint® locator](#) to reflect recently added or removed ATMs. As a result, we encourage you to check the [Allpoint® locator](#) frequently and before visiting an ATM to determine the closest in-network ATM. We also encourage you to check the ATM itself for any disclosed fees before withdrawing money. If you use a non-Allpoint® Network ATM for a withdrawal, you may also be charged a fee by the ATM owner/operator, even if you do not complete a withdrawal. You may also be charged a fee for a balance inquiry even if you do not complete a fund transfer. This ATM fee is a third-party fee amount assessed by the individual ATM operator and is not assessed by us.

T-Mobile MONEY™ Debit Mastercard® Card Point-of-Sale (‘POS’) Transactions

You may access your Checking account to purchase goods (in person, online or by phone), or to pay for services (in person, online or by phone) at any location that accepts T-Mobile MONEY™ Debit Mastercard®.

You may not exceed \$2,500.00 in POS Transactions per day with the T-Mobile MONEY™ Debit Mastercard® (PIN-based transactions may not exceed \$2,500.00 and is a combined limit with POS transactions). Certain limits may be imposed on the number of POS transactions you may make per day. These limitations are not revealed for security reasons.

A hold may be placed on the funds available in your Account to cover the transaction. Held funds will not be available for withdrawal or check writing purposes during the hold period.

PIN-based transactions

The following transactions will require you to use your 4-digit PIN and must be made in person:

- Cash withdrawals at an ATM (daily limit of \$500)
- Rental Vehicle transactions (**Effective 10/01/2023**)

Rental vehicle transactions require you to select “debit” to ensure you are authorizing the full amount that will be charged to your card. If you select “credit” or if a merchant’s system defaults to a credit transaction, or if you are using a mobile wallet as your payment method, the transaction will be declined.

Some merchants may choose not to accept PIN-based transactions, in which case you may be unable to use your MONEY debit card to reserve or pay for a rental car reservation with those companies. Online/e-commerce transactions do not support entering your PIN. Be sure to read the rental car company’s payment card policy for specifics about your rental.

Transactions through T-Mobile TRAVEL will continue to be accepted and will not require you to use your PIN.

Holds at Automatic Fuel Dispensers (AFD) – effective 04/05/2023

Automated fuel dispenser (pay-at-the-pump) transactions at gas station merchants may result in temporary authorizations for amounts greater than the actual purchase amount. This difference in authorization hold is due to the actual amount being unknown when the request is submitted. Consistent with Mastercard® guidelines, the amount we may temporarily hold when you use your T-Mobile MONEY™ Debit Mastercard® at the pump will be \$50.00 (even if your purchase is less than \$50.00). This may decrease your available balance for a brief amount of time – typically one hour. Note: These holds apply to pay-at-the-pump (self-service) transactions. Holds will not apply to payments made via cashier in-store. To avoid a temporary hold, we recommend pre-paying inside.

Internet Banking

You may access your Account by computer with your user ID and Password and internet access to <http://www.t-mobilemoney.com>.

1. Get the account balance of your Account.
2. Get the account history for the last 2 months.
3. Make payments from your Account to third parties (preauthorized withdrawals are not available for Savings account).
4. Order official checks (not available for the Savings account).
5. Place a stop payment order.
6. Initiate an external transfer from an account you own at another Financial Institution
7. Request copies of statements, checks and deposited items (as applicable).
8. Transfer funds between your T-Mobile MONEY Checking account and Savings account

Your username and password act as your signature to authorize any requested transactions through the online banking service. For transfer transactions, your request will only be completed if you have sufficient funds in the Account from which you wish to transfer funds and DUAL AUTHENTICATION. Limitations are set for security reasons and are not disclosed for that reason. Transfers may be delayed based on the time of transaction and the type of transfer service you are utilizing to process the transfer.

Fees

Please refer to the [Fee Schedule](#) for additional information about fees.

ATM Operator/Network Fees

When you use a non-Customers Bank ATM or non-Allpoint Network ATM for a withdrawal, we will not charge you a fee but 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).

ATMs may be added to or removed from the Allpoint® network any time. Allpoint® ATMs may not be available 24 hours a day, 7 days a week. The location, availability, and hours of operation may vary by merchant and is subject to change. The Allpoint® Network is generally updated on a weekly basis and it may take up to one additional week for the [Allpoint® locator](#) to reflect recently added or removed ATMs. As a result, we encourage you to check the [Allpoint® locator](#) frequently and before visiting an ATM to determine the closest in-network ATM.

We also encourage you to check the ATM itself for any disclosed fees before withdrawing money. If you use a non-Allpoint® Network ATM for a withdrawal, you may also be charged a fee by the ATM owner/operator, even if you do not complete a withdrawal. You may also be charged a fee for a balance inquiry even if you do not complete a fund transfer. This ATM fee is a third-party fee amount assessed by the individual ATM operator and is not assessed by us.

Charges Made in Foreign Currencies

If you obtain your funds or make a purchase in a currency other than the currency in which your Account was issued, the amount deducted from your funds will be converted by Mastercard International Incorporated into an amount in the currency of your Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date. While we do not charge a fee for foreign transactions, it is possible that such fees may be charged by third parties, in which case the charges will be deducted from your Account.

Personal Identification Number (PIN) and Passwords

Your PIN and password are identification methods that are both personal and confidential. You are required to use your PIN with your Debit Mastercard® at an ATM or ATM Merchant terminal. It is a security method by which we help you maintain the security of your Account. Your password is another security method that maintains the security of your Account and the transactions you process online. Therefore, you agree to take all reasonable precautions that no one else learns your PIN or password. As such, you agree that you will not reveal your password, PIN, or any other access device to any person nor write your PIN or password on your card or on any item kept with your access devices; and not leave a computer terminal or mobile device unattended after you have logged on using your password or other access device.

Preauthorized Payments (not available for Savings account)

If you have told us in advance to make regular payments out of your Account, you can stop if any of these payments with timely notice to us. Contact us by calling (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US) or by dialing **MONEY from your T-Mobile wireless device at least three business days before the payment is scheduled to be made.

Notice of varying amounts

If these regular preauthorized payments may vary in amount, the person you are going to pay 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 you set.)

Liability for failure to stop payment of preauthorized transfer

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.

Documentation Terminal transfer

You can get a receipt at the time you make any transfer to or from your Account using most automated teller machines or point-of-sale terminals.

Statement

Our statement cycle coincides with each calendar month. Your monthly statement may be viewed in the "Statements and documents" area of your T-Mobile MONEY app on the first calendar day of the following month.

Your statement will be available to you through the T-Mobile MONEY website and mobile application. If you request, you may also receive a downloadable history of your Account by calling (866)-686-9358 (inside the US) or (414)-751- 6700 (outside the US) or by dialing **MONEY from your T-Mobile wireless device.

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, you can call a T-Mobile MONEY Specialist at (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US) or dial **MONEY from your T-Mobile wireless device for bilingual support 8AM-12AM ET, 365 days a year to find out whether or not the deposit has been made.

Financial Institution's Liability

Liability for failure to make transfers

If we do not properly complete a transaction from your Account on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If through no fault of ours, you do not have enough funds available in your Account to complete the transaction;
2. If a merchant refuses to accept your card;
3. If the ATM where you were making a cash withdrawal does not have enough cash;
4. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
5. If access to your Account has been blocked after you reported your card lost or stolen;
6. If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
7. If we have reason to believe the requested transaction is unauthorized;
8. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
9. Any other exceptions stated in our Agreement with you.

Customer liability

Tell us AT ONCE if you believe your card/code has been lost or stolen, or if you believe that an Electronic Fund Transfer has been made without your permission. Contacting us via telephone is the best way of keeping your possible losses down. If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, contact us by calling a T-Mobile MONEY Specialist at (866)-686- 9358 (inside the US) or (414)-751-6700 (outside the US) or dial **MONEY from your T-Mobile wireless device for bilingual support 8AM-12AM ET, 365 days a year or mail us at address listed for disputes below. If you tell us within two (2) business days after you learn of the loss or theft of your card/code, you can lose no more than fifty dollars (\$50.00) if someone used your card/ code without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card/PIN and we can prove we could have stopped someone from using your card/PIN without your permission if you had told us, you could lose as

much as five hundred dollars (\$500.00).

Also, if your statement shows transfers that you did not make, including those made by card/PIN or other means, tell us at once. We must hear from you the latter of; sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared or 60 days from when your account history was first made available to you through the website, or you may not get back any money you lost after the sixty (60) calendar 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.

Error Resolution Notice

In case of Errors or Questions about your Electronic Transfers and Statements

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, contact us via telephone at (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US) or by dialing **MONEY from your T-Mobile wireless device, or write us at BM Technologies, Inc., Error Resolution, P.O. Box 278, Maple Shade, NJ 08052. We must hear from you the latter of 60 days after we sent the FIRST statement on which the problem or error appeared or 60 days from when your account history was first made available to you through the website. 1) Tell us your name, card number, and account number (if any). 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we will 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. If we have provisionally credited your account during the investigation and determine that there was no error, you will be required to return any credit of funds you have received from us.

Confidentiality

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

- i. Where it is necessary for completing transfers, or
- ii. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- iii. In order to comply with government agency or court orders such as any subpoena, summons, court or administrative order, or other legal process which we believe requires our compliance, or
- iv. As otherwise described in our Privacy Policies, or
- v. If you give us your written permission.
- vi. If not otherwise prohibited by law.

Contacting Us

By Telephone: (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US) or by dialing **MONEY from your T-Mobile wireless device)

To Notify Us by Mail of Transaction Disputes or Errors: Error Resolution, P.O. Box 278, Maple Shade, NJ 08052.

Pay Friends Terms & Conditions

This section of this Agreement only pertains to the T-Mobile MONEY pay friends feature described herein. Provisions elsewhere in this Agreement, as may be revised from time to time, remain in effect and shall also apply to such feature and all other aspects of the Account. The terms of this section of this Agreement may affect your rights; you should read them carefully.

Subject to the terms of this Agreement, your Account includes access to the T-Mobile MONEY pay friends feature via the Website or App. This feature allows you to send money to or receive money from friends who are also T-Mobile MONEY customers via an instant payment to friends ("Transfer").

IMPORTANT INFORMATION

By using the pay friends feature, you agree that you will not use language in Transfer messaging that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; or (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability or violates these terms and the Agreement.

You agree to use the pay friends feature for legal transaction purposes only and not in violation of any state, federal, or international laws, including but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are barred under regulations promulgated by the U.S. Treasury Department, such as sanction laws directed by the Office of Foreign Asset Control. You agree that if we suspect or have reason to believe a Payment to Friends transaction is unlawful or otherwise violates this Agreement, we may prevent the transaction and take any other action we deem to be appropriate.

In addition to its rights elsewhere in this Agreement, T-Mobile MONEY reserves the right to restrict and/or close your Account following repeated instances of problematic messaging in violation of (a) or (b) immediately above or other suspicious/illegal activity.

We reserve the right to restrict customers' access to the pay friends feature at any time and for any reason. While the feature restriction is in effect, you will not be able to (i) access any pay friends functionality, including Send Money, Invite Friends, or Manage Friends; (ii) perform instant payments to friends; or (iii) use pay friends to perform perks-qualifying transactions. While the pay friends feature restriction is in effect, you will still be able to access third-party peer payment applications from within the T-Mobile MONEY application.

How to Use the Pay Friends Feature

Friend Requests and Management

To use the pay friends feature, login to the App or Website with your T-Mobile MONEY account credentials. Before you can send or receive payments through pay friends, you must first establish at least one friend relationship with another T-Mobile MONEY customer. To send a Friend Request, you will provide the intended recipient's mobile phone number and a display name to help you identify that recipient in your T-Mobile MONEY Friends List. You will be able to edit the display name once a friend relationship is established. If the friend request recipient is already a T-Mobile MONEY customer, they may accept or decline the friend request in the App or Website; if the recipient is not yet a T-Mobile MONEY customer, they must first sign up for an Account. You may also receive a friend request from another MONEY customer that you may accept to establish a friend relationship.

To ensure a recipient who is not or who may not be a T-Mobile MONEY customer receives your friend request, you should send them the personalized link or pre-filled SMS within the Send Friend Request interface. Message and data

rates may apply to the automated text message when sending the pre-filled SMS from your device.

When sending a friend request, you must be sure to enter accurately the recipient's phone number to ensure the correct party receives the request. If the recipient does not respond within thirty (30) calendar days, the friend request will expire. Friend requests cannot be cancelled once sent. Expiration or declination of a friend request does not prevent either party from initiating a new friend request to the same party. You may have a maximum of fifteen (15) sent friend requests in pending status at any given time, where "pending" describes a request that has not yet expired and has not yet been accepted or declined by the recipient. Friends may be removed from the Friends List if you no longer wish to be connected with them.

It is the responsibility of the sender and recipient of funds to present correct information. You agree that you, as sender, are authorized to withdraw or as recipient are authorized to deposit money into the Accounts whose numbers you provide. By using the pay friends feature, you are representing you are the owner of the Account, have full right and authority to all the funds on deposit, and you are giving your consent for your name and partial mobile phone number to be used as your identifier to recipients of your sent friend invitations within the App or Website.

Sending an instant payment to friends

Once you and the other customer have established a friend relationship, either friend may initiate the process to send a transfer to the other. The sender of the payment will choose the source account for the transferred funds, then select a recipient from their friends list, specify the amount of the transfer and include a note describing the purpose of the transfer. Upon approval, transfers will be automatically debited from the sender's source account and credited to the recipient's checking account.

When sending an instant payment to friends, make sure to select the correct friend as the recipient of the transfer to ensure the appropriate friend receives the transfer. The obligation to pay the transfer will not be affected by an error in the information you enter or an error in your selection. Once you have initiated a transfer on the Website or App, you will not be able to cancel it. The amount of the transfer must not exceed the available balance in your chosen source account. Got Your Back does not apply to instant payments.

An instant payment to friends will count as a perks qualifying transaction for the sender (not the recipient) of the payment, subject to the Perks Program Terms and Conditions set forth elsewhere in this Agreement.

Payments to friends will be reflected immediately in your available balance and transaction history once the transfer is successfully created. Transfers officially post on the following business day, with a Posted Date reflecting the date upon which the transfer was performed.

Pay Friends Transfer Limits

Transfers are subject to the below transfer limits, per sender:

- Daily limit: \$500 in a rolling 24-hour period*
- Monthly limit: \$5,000 in a rolling 30-day period*

We may revise the sum and frequency of Transfers for a variety of reasons, including but not limited to Account activity.

*The rolling period will begin from the first instant payment to a friend made during a given window. That transfer will count toward the daily limit for 24 hours from its creation, and toward the monthly limit for 30 days (where each day is a 24-hour period) from its creation. For example, if you send \$250 to one friend at 9am on January 1st, then \$200 to another at 2pm on the same day, your remaining transfer limit until 9am on January 2nd will be \$50. After 24 hours has passed from the creation of the \$250 Transfer, your transfer limit will become \$300. After 2pm on January 2nd, your limit will return to \$500. Both the \$250 and \$200 transfers would count toward your rolling 30-day limit until 9am and 2pm, respectively, on January 31st.

Fees

The pay friends feature has no associated fees.

Liability for instant payments to friends

You are liable for any transfer sent from your account; however, you are still entitled to protections afforded to you under Regulation E and you may dispute errors in the manner described in the Error Resolution Notice section. This means you are liable for any authorized transfer made using the pay friends feature regardless of your satisfaction with the exchange for which the transfer was initiated. You understand the processing of a Friend Request may be subject to delay and we shall not be liable for any postponement or failure to complete your transfer due to circumstances beyond our control, including, and without limitation, any inaccuracy, delay in processing, or failure of transmission of a transfer to your designated recipient.

If you believe your Account has been compromised or that a transfer from your account was completed without your permission, please contact a T-Mobile MONEY Specialist for bilingual support via phone 8AM-12AM ET, 365 days a year at (855)-398-9321 immediately. Please see Electronic Fund Transfers: Your Rights and Responsibilities section for an explanation of your rights and obligations regarding unauthorized transfers and errors concerning your Account.

In case of questions related to the Pay friends feature, please contact a T-Mobile MONEY Specialist at (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US) or dial **MONEY from your T-Mobile wireless device for bilingual support 8AM-12AM ET, 365 days a year.

Change in Terms & Conditions

We may modify the Terms and Conditions for the pay friends feature by notifying you of such change in writing and may amend, modify, add to, or delete from these Terms and Conditions from time to time. Your use of the pay friends feature after receipt of notification of any change by us constitutes your acceptance of the change.

Mastercard® Automatic Billing Updater Program – effective 05/01/2023

Your T-Mobile MONEY Debit Mastercard® is enabled with Mastercard Automatic Billing Updater (ABU). Mastercard requires that all financial institutions issuing credit and debit cards participate in this program. ABU is a service that participating merchants can use to retrieve cardholder account changes, like new debit card numbers. ABU will automatically and securely send your updated card number and expiration date to **participating ABU merchants** that you have a relationship with when your replacement debit card is activated. Such merchants may include fitness clubs, online stores and online services etc., with whom you have set up automatic payments or have your card number stored for easy payment processing. This service reduces the chance of service disruptions on recurring debit card transactions when cards on file with a merchant change or expire. You should contact all merchants you have a relationship with to confirm these changes in order to assure no late fees may be incurred, as not all merchants participate in ABU. There is no charge for this service. To participate in this service, no action is necessary as all T-Mobile MONEY debit cards will be enrolled in ABU automatically, unless you request to opt-out your debit card from this service.

To opt-out of ABU, complete our ABU Opt-Out Form in its entirety for each applicable card. You can send us this completed form by either logging into your account and sending it via secure message as an attachment or by mail, to the following address:

T-Mobile MONEY
P.O. Box 278
Maple Shade, NJ 08052
Attn: Banking Operations / ABU Opt-Out

You may download our **ABU Opt-out form** by selecting the following link:
[Automatic Billing Updated Opt-Out Form](#)

Upon receipt of the form, please allow 1 business day for the processing of your opt-out request. You should receive a confirmation via secure message once the opt-out has been successfully completed.

Online Bill Payment Terms and Conditions (not available for Savings account)

These terms shall be part of the Account Terms and Conditions and shall apply to any use of the Online Bill Payment Service offered by T-Mobile MONEY (the "Service").

Definitions

"Agreement" means these Terms and Conditions of the Service.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Payee" is the person or entity to which you request a bill payment to be directed.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is the day your Account will be debited and is also the day the Service will begin processing your payment, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the next Business Day.

Payment Scheduling

When scheduling payments you must provide the correct information, such as the correct name, address, phone number or account information for the Payee. Scheduled payments submitted before 8 p.m. ET on any given Business Day, will be processed on the same Business Day. Payments submitted after 8 p.m. ET will be processed on the next Business Day.

Your first payment to a Payee may be made by paper check. After the first payment, if the Payee participates in electronic payments, you will be able to determine if future payments to the Payee will be sent via paper check or electronically.

Payments issued electronically will begin processing on your Scheduled Payment Date and will arrive approximately three (3) Business Days after the Scheduled Payment Date. When scheduling payments, you must select a Scheduled Payment Date that is no fewer than three (3) Business Days before the actual Due Date, not the late date or grace period.

If electronic delivery is not available for the Payee, payments will be issued by paper check. Payments will begin processing on your Scheduled Payment Date and will arrive approximately five (5) – seven (7) Business Days after the Scheduled Payment Date. When scheduling payments, you must select a Scheduled Payment Date that is no fewer than six (6) Business Days before the actual Due Date, not the late date or the grace period.

The maximum transaction limit for bill payments is \$10,000. The aggregate daily limit for bill pay transactions is \$20,000.

The Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Recipients or financial institutions, some transactions may take longer to be credited to your Account. The Service will bear responsibility for any late payment related charges, up to \$50.00 per incident, should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

Payment Authorization and Payment Remittance

By providing the Service with names, addresses and account information of Payees to whom you request us to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Recipient directives.

Please be aware that by initiating an online bill payment you are authorizing us to debit your Account to pay the indicated recipient on your behalf. In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons. The Service will use its best efforts to research and correct the returned payment and return it to your Payee or void the payment and credit your Account.

The Service will use its best efforts to make all your payments properly. However, the Service will incur no liability and any Service guarantee will be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances: a) If, through no fault of the Service, your Account does not contain sufficient funds to complete the transaction; b) The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction; c) You have not provided the Service with the correct information such as the correct name, address, phone number, or account information for the Payee; and d) Circumstances beyond the control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Account or causes funds from your Account to be directed to a Payee inconsistent with your Payment Instructions, the Service will be responsible for returning the improperly transferred funds to your Account, and for directing to the proper Payee any previously misdirected transactions.

Payment Methods

The Service reserves the right to select, at its sole discretion, the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment or a check payment.

Payment Cancellation and Stop Payment Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. For shared accounts, only the scheduler can cancel or edit a Scheduled Payment, however, Stop Payments may be placed by either co-owner. There is no charge for canceling/editing a Scheduled Payment or for a Stop Payment. Once the Service has begun processing a payment it cannot be cancelled or edited; therefore, a stop payment request must be submitted. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service will not have liability for any third party charges that may be incurred. The Service may also require you to present your request in writing.

Limitation on Payments

Payments to Payees outside of the United States or its territories are prohibited through the Service. You also agree to use the Service for lawful payments only. Tax payments and court ordered payments may be scheduled through the

Service; however, such payments are discouraged and must be scheduled at your own risk. In no event will the Service be liable for any claims or damages resulting from you scheduling of these types of payments. The Service guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from this type of payment. All research and resolution for any misapplied, misposted or misdirected payments will be your sole responsibility and not that of the Service.

The Service reserves the right to refuse, at our sole discretion, to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Exclusions of Warranties

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement does not alter your liability or obligations that currently exist between you and your Recipients.

Password and Security

You agree not to give or make available your password, PIN, or other means to access your Account to any other individuals. You are responsible for all payments authorized through your Account using the service. If you permit other persons to use the Service or your password or other means to access your Account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your Account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money with or without your permission, you must notify the Service immediately.

Services Fees and Additional Charges

Any applicable fees are displayed on the website or set forth in the applicable fee schedules in effect from time to time. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your Account will continue to apply.

Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service will provide notice to you on the web or as required by law. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such changes. Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, you may have the ability to do so online, or you may contact customer service. Any payments the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time, at its sole discretion. Any abuse or commercial use of the Service can result in immediate termination of your use of the Service. Neither termination nor suspension will affect your liability or obligations under this Agreement.

Disputes

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any marketing or prior agreement, oral or written, and any other communications between

you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service communicates and the terms of this Agreement, the terms of this Agreement will prevail.

Miscellaneous

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

The captions of sections hereof are for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.

Your card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions.

We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Pennsylvania except to the extent governed by federal law.

THE FOREGOING WILL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE.

Contacting BM Technologies, Inc.

By US Mail:

To Send Deposits: T-Mobile MONEY c/o BM Technologies, Inc., P.O. Box 465, Phoenixville, PA 19460

To Notify Us by Mail of Transaction Disputes or Errors: Error Resolution, P.O. Box 278, Maple Shade, NJ 08052

For General Correspondence: BM Technologies, Inc., P.O. Box 278, Maple Shade, NJ 08052

By Toll-free Telephone (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US)

By Internet: www.t-mobilemoney.com

Important Information About Substitute Checks (Check 21 Act)

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check.

The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Substitute Checks and Your Rights

In the event that you receive a check back from us, some or all of the checks you receive back may be substitute checks. This notice describes the rights you have in the event that you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, Federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account.

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

BM Technologies, Inc. Error Resolution
P.O. Box 278
Maple Shade, NJ 08052

Tel. (866)-686-9358 (inside the US) or (414)-751-6700 (outside the US)

You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

Mobile Check Deposit Terms and Conditions

These mobile check deposit Terms and Conditions shall be an amendment to and a part of the Account Terms and Conditions and Related Disclosures and shall apply to any use of mobile check deposit (the "Service"). By using the Service, you agree to be bound by the terms and conditions contained herein.

Definitions

“You” and “your” means a person who uses the Service.

“We,” “us” and “our” refer to BMTX, Inc., a wholly owned subsidiary of BM Technologies Inc., accounts provided by Customers Bank, member FDIC.

“Account” means your checking account or savings account with us to which you are authorized to make a deposit via mobile check deposit, pursuant to these terms and conditions.

“Capture Device” means any device acceptable to us, as determined from time to time, that provides for the capture of images from Items and for transmission through the clearing process. At present, a Capture Device is any one of the following smart phones when powered by a cellular service provider.

Mobile Device	Other
Apple® iPhone® iOS 10.3 or later	Must have at least a 3.2 megapixel rear-facing camera.
Android® Version 6.0 or later	Cellular or wi-fi data connection required. Carrier data rates may apply.

“Check 21” means the Check Clearing for the 21st Century Act.

“End User License Agreement” means the agreement as set forth in Schedule A hereto governing the use of the application software you must download in order to use the Service.

“Image” means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.

“Image Replacement Document” or “IRD” means a substitute check, as defined in Check 21.

An “Item” is an original: check, cashier’s check, official check, U.S. Treasury check, or any other payment instrument, drawn on a financial institution within the United States and payable in U.S. currency that is payable to you. Items are deemed to be “Items” under the Uniform Commercial Code. Item(s) deposited through mobile check deposit are not considered “checks” under The Expedited Funds Availability Act or Regulation CC for funds availability purposes.

“User Guide” means the application download instructions, device instructions and FAQs we provide to you on our Internet site from time to time, in addition to any help content contained within the software application that is downloaded to your Capture Device.

Mobile Check Deposit

Pursuant to these terms and conditions, you may use the Service to deposit Items to your Account by creating an Image of the Item using a Capture Device and transmitting that Image to us for deposit. You may transmit Images to us only from a Capture Device located in the United States.

Hardware and Software Requirements

It is your responsibility to obtain and maintain, at your own expense, a Capture Device. You are responsible for all costs of using the Service and operating the Capture Device, including, but not limited to telephone and internet service charges.

You agree to transmit an Image to us using only a Capture Device as we have expressly authorized for your use to transmit Images. We may, but are not required to, at our sole discretion, reject Images that you transmit to us with an unapproved Capture Device or by other means to which we have not given our consent. Any Capture Device that you use to transmit Images to us pursuant to these terms and conditions must be approved by us.

You are responsible for the security of the Capture Device, and for allowing its use only by individuals authorized by you.

You agree to implement and maintain specific internal security controls to protect the Capture Device and customer information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time.

You are responsible for maintaining the system's capacity and connectivity required for use of the Service. We shall notify you of those requirements, and we may amend them from time to time.

Image Quality

You are responsible for the image quality of any Image that you transmit. Any Image transmitted to BM Technologies, Inc. using the Service must be legible, and the image quality must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. BM Technologies, Inc. reserves the right to reject any image transmitted using the Service, that it, in its sole discretion, deems to be of insufficient image quality or nonconforming with the aforementioned standards, without prior notice to you. You understand and agree that it is your responsibility to monitor whether an Image you transmit using the Service has been rejected for any reason and you agree to hold BM Technologies, Inc. harmless from any loss or liability you may incur due to a transmitted Image being rejected.

Each Image must include the front and back of the Item, and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and the following restrictive endorsement written on the check: "For remote deposit only."

Processing Images

You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us to handle the Image or IRD.

Limits

BM Technologies, Inc. places daily limits on the dollar amounts of mobile check deposits that you originate through the Service. The aggregate amount of daily mobile check deposits may be limited to as little as \$300 or as much as \$3,000 under certain circumstances. These limits may change at our discretion, may be implemented without prior notice, and are not disclosed in detail for security reasons. If you attempt to initiate a deposit in excess of these limits, we may, at our sole discretion, reject your deposit(s) until your limits are no longer exceeded. If your deposit is rejected because you have exceeded your applicable deposit limits, you may also mail your deposit to us. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to these terms and conditions, and we will not be obligated to allow such a deposit at other times.

In order to use the Service your account must be active and your identity verified.

Deposit of other items; deposits when Service not available

You agree that you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit anything that is not an Item, or if for any reason we are not able to recognize what you have deposited using the Service as an Item, we may reject it without prior notice to you. You agree to make such deposits through other channels that we offer. You further agree to use such other channels when the Service may not be available.

If your check or money order deposits exceed the limits listed above or if the Service is unavailable, you may complete the deposit slip provided in the App and on the Website and send it, along with your check(s) and/or money order(s), to the address listed on the deposit slip.

Returned Items

You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account. You acknowledge that all credits received for deposits made

through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD.

Handling of Transmitted Items

You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any other means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any other financial services company or bank, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you.

For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentation of the Item by any other means. You agree to retain the Item for thirty (30) days after it has been transmitted, and thereafter to either destroy any Item of which you have transmitted an Image, or to otherwise render it incapable of transmission or presentation.

Errors

You agree to notify BM Technologies, Inc. of any suspected errors regarding Items deposited through the Service immediately, but in no event later than 60 days after the applicable BM Technologies, Inc. Account statement is made available. Unless you notify BM Technologies, Inc. within 60 days, such statement regarding all deposits made through the Service shall be deemed correct.

Cooperation with Investigations

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.

Payment Processing

Item Processing

The manner in which the items are cleared, presented for payment, and collected shall be in BM Technologies, Inc.'s sole discretion subject to the Terms and Conditions and Related Disclosures governing your Account.

Transmission of Items

The Images you send us are not considered received by us until you receive a message from us acknowledging that we have accepted your deposit. However, the confirmation that we send you does not mean that the transmission was complete or error free. We are not responsible for Images we do not receive or that are dropped during transmission. We reserve the right to reject any Image transmitted through the Service, at our sole discretion, without liability to you.

Funds Availability

Funds deposited through mobile check deposit will be available on the 4th business day after the date of deposit, unless longer holds apply. We also may accelerate funds availability such as making the first \$225 of your deposits available the first business day after the day of deposit, based on factors such as the length of your relationship with us, transaction and experience information, account history and such other factors as BM Technologies, Inc., in its sole discretion, deems relevant. If we decide to accelerate availability of funds, we will not be obligated to do so at other times. Longer holds may apply based on circumstances including, but not limited to:

- We believe a check you deposit will not be paid.
- A check that has been returned unpaid is redeposited.
- You have overdrawn your Account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communication equipment.

Representations and Warranties

You make the following representations and warranties to us:

1. You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
2. You will use the Service to transmit and deposit Images of Items only.
3. You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
4. You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
5. Items have not been altered.
6. Each Item bears all required and authorized endorsements.
7. Each Item has been endorsed as "For Remote Deposit Only" or "For Mobile Deposit Only".
8. All of the warranties set forth in Section 4-207 of the Uniform Commercial Code as adopted in the State of Pennsylvania.
9. All Images accurately and legibly represent all of the information on the front and back of the Item.
10. You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) made payable to multiple parties, (iii) drawn on your own Account, (iv) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (v) that is a substitute check or image replacement document, (vi) that is drawn on an institution located outside of the United States or payable in foreign currency, (vii) that is created by you purportedly on behalf of the maker, such as a remotely created check, (viii) considered to be a Savings Bond, (ix) considered to be a Traveler's Check; or (x) dated more than six (6) months prior to the date of deposit.
11. No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
12. You will use the Service as required by the User Guide.
13. Your understanding that acceptance of the End User License Agreement is required for use of the Service.

Indemnification and Limitations on Liability

In addition to the indemnifications and limitations on liability contained in the Account Terms and Conditions and Related Disclosures, you hereby agree to indemnify and hold us harmless for any claim, cost, loss or damage caused directly or indirectly by your failure to comply with these terms and conditions or by your breach of any representation or warranty contained herein.

BM TECHNOLOGIES, INC. AND CUSTOMERS BANK SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL IN FEES YOU PAID FOR THE USE OF THE SERVICE DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BM TECHNOLOGIES, INC. SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED BY BM TECHNOLOGIES, INC. ON AN "AS IS" BASIS, AND THAT YOU USE IT AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, BM TECHNOLOGIES, INC. MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Intellectual Property

These terms and conditions do not transfer to you any ownership or proprietary rights in the Service, the Capture Device or any associated software or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Service, Capture Device and any associated software.

Neither you nor any user you authorize will (a) sell, lease, distribute, license or sublicense the Service; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or any part of it in any way for any reason; (c) provide, disclose, divulge or make available to or permit use of the Service by any third party; (d) copy or reproduce all or any part of the Service; or (e) interfere, or attempt to interfere, with the Service in any way.

Termination

We may terminate or suspend the Service, or your use of the Service, at any time and for any reason, at our sole discretion.

Amendment

We may change these terms and conditions at any time. We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of the change. If a change is favorable to you, however, we may make the change at any time without advance notice. If you do not agree with the change you may discontinue using the Service. However, if you continue to use the Service, you shall be deemed to have accepted and agreed to the change(s).

Governing Law

These Terms and Conditions, and your rights and our obligations thereunder, are governed by and interpreted according to federal law and the law of the State of Pennsylvania. If state and federal law are inconsistent, or if the state law is preempted by the federal law, federal law shall govern.

Apple and iPhone are registered trademarks of Apple Inc.

Schedule A End User License Agreement

BM Technologies, Inc. ("Application Provider") is willing to license the mobile check deposit Application ("Application"), to you ONLY IF YOU ACCEPT ALL OF THE TERMS IN THIS END USER LICENSE AGREEMENT ("License"). Application Provider is not willing to make the Application Provider available under any other terms or subject to any conditions.

BEFORE YOU AGREE TO THESE TERMS, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE. BY AGREEING TO THESE TERMS YOU ARE (1) REPRESENTING THAT YOU ARE OVER THE AGE OF 18 AND HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF TO THE TERMS OF THIS LICENSE AND (2) CONSENTING TO BE BOUND BY THIS LICENSE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE, OR DO NOT REPRESENT THE FOREGOING, DO NOT INDICATE YOUR AGREEMENT, IN WHICH CASE YOU WILL NOT AND MAY NOT RECEIVE, INSTALL OR USE THE APPLICATION. Any use of the Application other than pursuant to the terms of this License is a violation of U.S. and international copyright laws and conventions.

Grant of License

Application Provider hereby grants you a limited, non-exclusive, non-transferable license to install the Application on your mobile device for your personal use. You may not (and shall not permit any third party to): (i) copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof; (ii) rent, lease, lend, sell, redistribute or sublicense the Application; or (iii) otherwise exercise any other right to the Application not expressly granted in this License. The terms of this License will govern any upgrades provided by Application Provider that replace and/or supplement the original Application.

Ownership of Application

This License does not convey to you an interest in or to the Application, but only a limited right of use revocable in accordance with the terms of this License. The Application is NOT sold to you, and all rights not expressly granted herein are reserved to Application Provider and its licensors. Application Provider and its licensors own all right, title and interest in and to the Application. No license or other right in or to the Application is granted to you except for the rights specifically set forth in this License. You hereby agree to abide by United States copyright law and all other applicable laws of the United States and other nations and by any applicable international treaties.

Consent to Use of Data

You agree that Application Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Application. Application Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

Termination

This License is valid until terminated by you or Application Provider. Application Provider may terminate the License at any time or for any reason. Your rights under this License will terminate immediately if you breach any term of this License. Upon termination of this License, you shall immediately cease all use of the Application and destroy all copies, full or partial, of the Application.

No Warranty

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE APPLICATION ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLICATION PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLICATION PROVIDER DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLICATION PROVIDER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL APPLICATION PROVIDER BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF APPLICATION PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

Export Controls

You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained. In particular, but without limitation, the Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By using the Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

U.S. Government End Users

The Application is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Application with only those rights set forth herein.

Governing Law

The laws of the State of Pennsylvania, excluding its conflicts of law rules, govern this License and your use of the Application. Your use of the Application may also be subject to other local, state, national or international laws.

Checking Account Perks Program Terms and Conditions

Perks is a program that enables accountholders who enroll in the program to qualify to receive additional benefits and promotions through their T-Mobile MONEY accounts. Businesses, partnerships, and/or other legal entities are not eligible to open T-Mobile MONEY accounts and as such are also not eligible to participate in perks. However, individuals who have a wireless line on an eligible T-Mobile business plan and open a T-Mobile MONEY account for personal use in accordance with the Account Terms and Conditions are eligible for perks. Perks are unavailable to the extent prohibited by law. This document supplements the Account Terms and Conditions and Related Disclosures that govern the use of your T-Mobile MONEY Checking Account ("Account") issued by BM Technologies, Inc. Review and keep this document. From time to time, we may change these perks program terms and conditions. When any change is made to the Perks program terms and conditions, we will post revisions at this website and on the T-Mobile MONEY application. It is your responsibility to review these perks program terms and conditions to be aware of any changes.

General Terms

1. To participate in perks, you must meet the following qualification criteria: You must be a customer in the U.S. or Puerto Rico with an active eligible T-Mobile or Metro by T-Mobile plan. Most smartphone and home internet plans are eligible. Each individual on a qualifying T-Mobile plan is eligible for a separate T-Mobile MONEY account. Please contact a T-Mobile MONEY Specialist at (866) 686- 9358 for specific requests pertaining to T-Mobile MONEY perks eligibility.
2. To participate in perks, you also must link your T-Mobile wireless telephone number to your TMOID, maintain an Account that is open, and register through the T-Mobile MONEY mobile application. Partnerships and other legal entities are not eligible to participate in perks.
3. We reserve the right to disqualify anyone from participation in perks, refuse to provide perks benefits, and / or close your Account if, in our sole judgment, you or any other person(s) using the Account or the Card, have violated any of our terms and conditions, including but not limited to acts of fraud or other abuse.
4. You consent to and authorize BM Technologies, Inc., any of its subsidiaries, affiliates and any non-affiliated

third parties with whom any of the foregoing contract in order to manage the perks program including, but not limited to, T-Mobile, to share information about you and the Account (including the perks program component) as necessary to effect, administer, enforce, service or fulfill the terms of the perks program. Such consent and authorization are effective while the Account is open and has active charging privileges and shall not be superseded by any future privacy statement or opt-out notifications or elections you may make. In addition, you consent to and authorize each of the foregoing parties to communicate with you through email in order to accomplish the foregoing purposes.

5. We may change or limit any aspect of the perks program; amend the terms and conditions, benefits or features, in whole or in part; discontinue or replace any aspect of the perks program with a similar one of lesser, equal or greater value (in our sole discretion); modify, delete or terminate any or all of the perks program, the terms and conditions or any portion thereof and any or all of the participating partners, benefits, or special offers, at any time. The perks program is not scheduled to end on a predetermined date.
6. We are not responsible for delayed or lost correspondence sent by U.S. mail or any other form of delivery, including email. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction or unauthorized access to, or other perks program activities.
7. Suppliers of goods and services relating to the perks program are independent contractors and are neither agents nor employees of BM Technologies, Inc., or any of its affiliates; or any group, organization, or entity endorsing a BM Technologies, Inc. program. BM Technologies, Inc. does not offer, endorse, or guarantee any of the goods, services, information or recommendations provided by third parties to you.
8. BM TECHNOLOGIES, INC. EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: (I) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE; (II) THAT THE WEBSITE FOR THE PROGRAM AND ITS CONTENT WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR, (III) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE OPERATION, USE OR OTHER EXPLOITATION OF THE WEBSITE FOR THE PROGRAM OR ITS CONTENT, AND (IV) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE WEBSITE FOR THE PROGRAM OR ITS CONTENT.
9. You are responsible for determining any tax liability arising from participation in the perks program. Consult your tax advisor concerning tax consequences. The perks program is void where otherwise prohibited by law. All aspects of the perks program relating to BM Technologies, Inc. are governed by the laws of the State of Pennsylvania, without reference to its choice of law provisions.

Home (<https://www.t-mobilemoney.com/en/home.html>)

Support (<https://www.t-mobilemoney.com/en/support.html>)

FAQs (<https://www.t-mobilemoney.com/en/faq.html>)

Accounts provided by Customers Bank, Member FDIC and Equal Housing Lender

Customers Bank Privacy Notice (<https://www.customersbank.com/privacy-notice/>) and the BM Technologies, Inc. Privacy Policy (<https://www.t-mobilemoney.com/en/privacy-policy.html>).

T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG.

The T-Mobile MONEY™ Debit Mastercard® is issued by Customers Bank pursuant to license from Mastercard International Incorporated. The card is administered by Customers Bank.

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BM Technologies, Inc.: P.O. Box 278, Maple Shade, NJ 08052

BM Technologies, Inc. Privacy Policy

Customers Bank's Privacy Notice (<https://www.customersbank.com/privacy-notice/>)

Customers Bank, Member FDIC, and its technology service provider BMTX, Inc., a wholly owned subsidiary of BM Technologies, Inc. ("BM Technologies, Inc."), are committed to respecting the privacy rights of its customers at all times. This Privacy Policy (the Policy) applies to t-mobilemoney.com (the Website), in addition to the T-Mobile MONEY banking application (the App) and T-Mobile MONEY accounts, powered by BMTX and provided by Customers Bank. It details how we collect, protect and use information we receive from customers online from website visitors, users of apps and during normal banking practices. This Policy also describes the choices available to you regarding the use of, your access to, and how to update and correct your personal information.

Information collection

We collect information from you when you register on the T-Mobile MONEY website; use the T-Mobile MONEY banking website or the App; contact our T-Mobile MONEY Specialists through any means including, but not limited to, phone, IVR, and Secure Message Center; complete a form; enter a contest or sweepstakes; respond to a survey or communication such as e-mail; or participate in another website or app feature. When registering or completing a form (secure or otherwise), we may ask you for your name, date of birth, email address, mailing address, T-Mobile MONEY ID, social security number, phone number(s) or other information. We may contact you through any of the means you identified on the form (e.g., phone, mobile phone, fax, e-mail).

When you use the App we will collect, amongst other things, your mobile device's App Version, Device Type/Model, and Operating System. We also access the device file storage and camera sensor. You can opt out of this at the device level. We may collect the geolocation data from your device.

You may visit the Website and/or use some capabilities within the App anonymously without registering. We may or may not use "cookies" or similar technology to enhance your experience and gather information about visits to the Website or the App. We also receive and store session information, statistical data and other information about visits to the Website and the App. Tracking technologies collect anonymous data about users who interact with our website to help us provide a better user experience through the use of statistics and measurements of T-Mobile MONEY user satisfaction. Please see the section on "Use of Cookies" and online technologies for more information.

We may use the information we collect from you when you register, complete a form, enter a contest or promotion, respond to a survey or marketing communication, use the Website or the App, or use certain other site features in the following ways:

- To allow customization of the Website, the App, or banking products and to store user information for future retrieval.
- To allow us to better service you in responding to your customer service requests.
- To quickly process your requests. For example, if you request product information, we may use the information you provide to send you information you request.
- To administer a contest, promotion, survey or other site feature.
- In addition, we may collect and use information for analytic purposes, market research or for marketing purposes, as allowed by law.

Visitors who register or participate in other features of the Website or the App such as marketing programs and partners' content may or may not be given a choice as to whether they would like to be placed on our email lists and receive email communications from us. You may opt out of promotional or marketing emails by clicking on the unsubscribe link within any of the promotional or marketing emails that you receive.

We may also obtain information about you from other sources and combine that with information we collect directly. For

example, we may collect information about you when you post content to our pages or feeds on third party social media sites. In addition, website users may post comments to blogs. You should be aware that any personally identifiable information you submit there can be read, collected, or used by other users, and could be used to send you unsolicited messages. We are not responsible for personally identifiable information you choose to submit in comments on blogs.

Information protection

We take the security of our customer's information very seriously. We have implemented internal controls and security measures that comply with applicable federal and state laws. These measures include technical, physical, and operational safeguards made to keep your data safe.

Access and opt-out

If your personal information changes, or if you no longer desire our service, you may correct, update, amend, delete or ask to have it removed from a public forum or directory on our site by accessing your account through the Website or by contacting us at the number below or postal mail at the contact information listed below. We will respond within a reasonable timeframe.

If at any time you would like to stop receiving promotional emails from us, you may opt out of receiving these secondary communications. To opt out of promotional emails, you must select the "Unsubscribe" link present in each promotional email we send out to our customers. You can also unsubscribe by updating your account preferences when you access your personal account information. We reserve the right to send customers transactional and relationship/servicing emails, which are considered a part of your service.

If at any time you would like to change your preferences regarding receipt of text messages on your wireless phone regarding marketing or certain service- and security-related messages, you may update your preferences by responding to any text messages you received from our systems with the word "STOP," accessing your account through the website, calling our team of T-Mobile MONEY Specialists at (866) 686-9358 (Inside the US) or (414) 751- 6700 (Outside the US) or by dialing **MONEY from your T-Mobile wireless phone, or by postal mail at the contact information listed below.

Policy changes

We may update this Policy to reflect changes to our information security and sharing practices. If we make any material changes we will notify you by email (sent to the email address specified in your profile) or by means of a notice on our Website and the App prior to the change becoming effective. We encourage you to periodically review our Website and the App for the latest information on our privacy services.

Information we disclose to nonaffiliated third parties

We do not sell, trade, or otherwise transfer your personally identifiable information to outside parties unless we provide you with advance notice, and except as described in Customers Bank's Privacy Notice - which can be accessed by clicking here (<https://www.customersbank.com/privacy-notice/>), and as set forth below.

We reserve the right to disclose information to our service providers where necessary to facilitate services to you on our behalf. This includes sharing with T-Mobile the content of any calls you place to T-Mobile MONEY Specialists for quality assurance and training purposes. We may share the contact information you provide on our website with our contractors and vendors in order to provide a requested service or transaction (e.g., to send you an e-mail or provide benefits to which you are entitled) subject to our confidentiality policies. We use third-party agents such as financial banking institutions and financial services companies, to fulfill your transactional and payment processing needs made on our websites. These third-party agents provide services for us in compliance with all the legal requirements of operating in this capacity and are authorized to use your shared personal information specifically and exclusively for fulfilling transactions on our behalf. We also may share information about you with nonaffiliates for our own analysis, market research and marketing purposes as allowed by law. Whenever nonaffiliated third parties provide products or services for us or on our behalf, we require them by contract to maintain appropriate safeguards designed to ensure the security and the confidentiality of the information that we provide them.

We may disclose your personal information to respond to subpoenas, court orders, legal process, in connection with litigation, or to protect or establish our legal rights or property when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request. Information may be disclosed as part of any merger, acquisition, sale of company assets, as well as in the unlikely event of an insolvency, bankruptcy or receivership in which information would be transferred as one of the business assets of the company. If we are involved in a merger, acquisition or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our website, of any change in ownership, uses of your personal information, and choices you may have regarding your personal information. We also may provide information to consumer reporting agencies.

Finally, we may disclose your personal information as otherwise permitted or required by law. Please see the Customers Bank Privacy Notice for additional information. Please click here to view Customer Bank's Privacy Notice (<https://www.customersbank.com/privacy-notice/>).

Use of cookies or other online technologies to collect information

When you browse or visit the Website or the App, we may store certain information on your computer or mobile device, respectively. This information may be in the form of a small text file called a "cookie" or similar technology and can help us to tailor our sites to your individual preferences and save you time if you visit the Website or the App again. We also store information about your session while you are using the Website or the App to allow you to utilize the Website and App to access your account.

Can I disable or delete cookies?

You can disable cookies by making the appropriate selection from your browser options to inform you when cookies are set or to prevent cookies from being set. However, if you choose to disable or delete cookies, you may limit the functionality we can provide when you visit our Website or App.

Do we track your online activity on the T-Mobile MONEY website?

We may use online tracking technologies, such as cookies, to gather anonymous, aggregate information about your visit to the Website or App. This information allows us to measure site activity and to create ideas for improving the Website and App and may include the time and length of your visit, the pages you look at on our site, the website you visited just before coming to ours and your internet service provider. If we provide you with a link from our Website or App to another site, we may track the fact that you clicked the link. This will help us understand which links are helpful to you when you visit our Website or App and will help us provide you with links that may be of interest to you when you visit our Website or App again.

Do we use online behavioral advertising (OBA) on third-party websites?

Yes, we utilize OBA on third party websites and mobile apps that are not affiliated with us. The third parties with which we contract may use cookies, web beacons, or other technologies for OBA. Neither the third parties nor we collect any personally identifiable information (PII) through these mechanisms. We may also use aggregate data to display ads or content that may be relevant or of interest to you. Examples of aggregate data include, but are not limited to, pages visited or keyword searches. Anyone receiving an online behavioral ad may opt-out by clicking the third-party website's Advertising Option icon (Ad Choices) associated with the ad or visiting the third-party website's privacy policy for an opt-out mechanism, if any.

How do our websites respond to web browser "Do Not Track" signals?

They do not respond to web browser "Do Not Track" signals at this time. To prevent us or third parties from tracking, you can access your browser settings and disable or delete your cookies.

Information about children

We don't intentionally collect or maintain data about children under 13. Our website is not intended for children under 13.

Blog/Forum

Our Website may offer publicly accessible blogs or community forums. You should be aware that any information you provide in these areas may be read, collected, and used by others who access them. To request removal of your personal information from our blog or community forum, contact us at the number below. In some cases, we may not be able to remove your personal information, such as if you post to a blog, website, or other platform that we do not control, or if we are required by law to retain certain information about your engagement with us. If this is the case we will let you know if we were unable to remove this information and why.

Social media widgets

Our Website may include Social Media features, such as the Twitter button and widgets, such as the “Share This” button or interactive mini-programs that run on our sites. These features may collect your IP address, which page you are visiting, and may set a cookie to enable the feature to function properly. Social Media features and widgets are either hosted by a third party or hosted directly on our sites. Your interactions with these features are governed by the privacy policy of the company providing them.

Mobile application

We use mobile analytics software to allow us to better understand the functionality of our App on your phone. This software may record information such as how often you use the App, the events that occur within the App, aggregated usage, performance data, and where the App was downloaded from. We do not link the information we store within the analytics software to any personally identifiable information you submit within the App.

Nonpublic personal information and former customers

When you are no longer our customer, we may continue to share your information as described in this notice. In addition, we will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Third-party links

It's important to know that our Website and the App may contain links to third-party websites not controlled by us or covered by this online privacy policy. We recommend that you check the privacy statements of other sites you visit before providing any personal information.

Questions and feedback

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to privacy or any other issue by calling our team of T-Mobile MONEY Specialists at (866) 686-9358 (Inside the US) or (414) 751-6700 (Outside the US) or by dialing **MONEY from your T-Mobile wireless phone, or by postal mail at the contact information listed below.

Your consent

By using our Website or the App you consent to the terms of this Policy.

Additional information

Privacy notices are accurate as of the date they are provided to you and supersede all previously issued confidentiality and information-sharing disclosures. We reserve the right to change these notices and any of the practices described in these notices at any time upon proper notice to you as described above.

If you believe that we have not complied with this notice, you may contact us by writing to:
BM Technologies, Inc., Attn: Customer Care, P.O. Box 278, Maple Shade, NJ 08052

Privacy Notice for California Residents

This PRIVACY NOTICE FOR CALIFORNIA RESIDENTS (the “Notice”) will be effective as of January 1, 2023 and supplements the information contained in the Privacy Statement of BM Technologies, Inc. and Customers Bank (“we” or “us”) and applies solely to visitors, contacts, account holders, and others who reside in the State of California (“consumers” or “you”). We adopt this Notice to comply with the California Consumer Privacy Act of 2018 (“CCPA”) and other applicable California privacy laws. Any terms defined in the CCPA have the same meaning when used in this Notice.

Note: T-Mobile MONEY accounts are powered by BMTX, Inc., a wholly owned subsidiary of BM Technologies Inc. with accounts provided by Customers Bank.

Special notice for T-Mobile MONEY customers who are California residents

This Notice pertains to BM Technologies, Inc. and Customers Bank only. If you wish to review and/or exercise your CCPA rights with respect to T-Mobile wireless, please visit T-Mobile’s website at <https://www.t-mobile.com/responsibility/privacy/privacy-policy>.

Financial information

As a financial institution we are obligated to comply with the federal Gramm-Leach-Bliley Act (Public Law 106-02) and its implementing regulations (collectively “GLBA”), which govern the collection, use, protection, and disclosure of personal financial information. This includes all nonpublic personal information that we may collect from you in connection with obtaining a financial product or service from us. Personal information that is collected, processed, sold, or disclosed pursuant to the GLBA or the California Financial Information Privacy Act (Division 1.4, commencing with Section 4050 of the Financial Code) is not included within the scope of this Notice. For more details on how we treat this information, as well as a summary of your rights with respect to this information, please see Customers Bank’s Privacy Notice: <https://www.customersbank.com/privacy-notice/>.

Information we collect

We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device (“personal information”).

“Personal information” does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA’s scope, like:
 - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
 - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FRCA), the GLBA or California Financial Information Privacy Act (FIPA), and the Driver’s Privacy Protection Act of 1994.

We have collected the following categories of personal information* (as defined above) from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	Yes
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	Yes
C. Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	Yes
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	Yes
E. Biometric information	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	No
F. Internet or other similar network activity	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	Yes
G. Geolocation data	Physical location or movements.	Yes
H. Sensory data	Audio, electronic, visual, thermal, olfactory, or similar information.	Yes
I. Professional- or employment-related information	Current or past job history or performance evaluations.	Yes
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99))	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	Yes
K. Inferences drawn from other personal information	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	Yes

*Please note that the categories of personal information we collect about consumers will vary based on our relationship or interaction with those individuals. For example, we do not collect non-public education information about T-Mobile MONEY customers, but we do collect this information related to some of the other products and services that we offer.

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from consumers or their agents. For example, from information that consumers provide to us via telephone, email, or other inquiries related to the products and services that we provide.
- Directly and indirectly from activity on our mobile application and website (www.t-mobilemoney.com). For example, from submissions of forms through our websites.
- From third-parties that interact with us in connection with the services we perform. For example, from third-parties with whom we partner to provide financial products or services.
- California residents have the right to opt out of the sale of their information by businesses that sell Personal Data. The CCPA defines a “sale” as the disclosure of Personal Data for monetary or other valuable consideration. BM Technologies, Inc. does not offer an opt out from the sale of Personal Data because we do not and have not within at least the last 12 months sold Personal Data that is subject to the CCPA’s sale limitation. The CCPA also requires that we state that we have no actual knowledge that we have sold Personal Data of California residents 15 years of age and younger.

Use of personal information

We may use or disclose the personal information we collect for one or more of the following business purposes:

- To provide you with information about products or services that you request from us.
- To provide you with email or SMS alerts, event registrations and other notices concerning our products or services, or events or news, that may be of interest to you.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collections.
- To improve our website, web application, or mobile application and present its contents to you.
- For testing, research, analysis and product development.
- As necessary or appropriate to protect the rights, property or safety of us, our customers, or others.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing personal information

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

In the preceding twelve (12) months, we have disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers.
- Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).
- Category C: Protected classification characteristics under California or federal law.
- Category D: Commercial Information.
- Category F: Internet or other similar network activity.
- Category G: Geolocation data.
- Category H: Sensory data.
- Category I: Professional or employment-related information.

We disclose your personal information for a business purpose to the following categories of third-parties:

- Our affiliates.
- Service providers.
- Government entities.
- Third parties to whom you or your agents authorize us to disclose your personal information in connection with products or services we provide to you or your employment with us.

We do not and will not sell personal information. In the preceding twelve (12) months, we have not sold any personal information.

Your rights and choices

The CCPA provides consumers who are California residents with specific rights regarding their personal information. This section describes your CCPA rights as a California resident and explains how to exercise those rights.

Access to specific information and data portability rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you (as applicable):

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third-parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we disclosed your personal information for a business purpose, two separate lists disclosing:
 - Any sales, identifying the personal information categories that each category of recipient purchased; and
 - Disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion request rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Right to Correct Inaccurate Personal Information

In certain circumstances, you have the right to request correction of any inaccurate personal information. Upon verifying the validity of a verifiable consumer correction request, we will use commercially reasonable efforts to correct your personal information as directed, taking into account the nature of the personal information and the purposes of maintaining your personal information.

Exercising access, data portability, and deletion rights

On or after January 1, 2023, to exercise the access, data portability, deletion rights, and the right to correct described above, please submit a verifiable consumer request to us by either:

- Calling us at 866-686-9358.
- Visiting https://bankmobilevibe.com/ccpa_inquiry.

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. Your verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. To accomplish this, we may need to contact you to provide additional information to us to verify your identity.

Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response timing and format

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response through your account with us. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding receipt of the verifiable consumer request. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request. However, if your request is excessive, repetitive, or manifestly unfounded, in particular because of its repetitive character, we may refuse to act on the request and notify you of the reason for refusing the request.

Non-discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.

- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to our privacy notice

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will notify you by email or through a notice on our website homepage.

Contact information

If you have any questions or comments about this notice, our Privacy Statement, the ways in which we collect and use your personal information, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: 866-686-9358

Website: <https://www.t-mobilemoney.com/en/privacy-policy.html>

Email: support@bankmobilehelp.com

Postal Address: BM Technologies, Inc., P.O. Box 278, Maple Shade, NJ 08052