VENTI WALLET AGREEMENT
IMPORTANT – PLEASE READ CAREFULLY

This user agreement will be effective for all users as of August 4th, 2025.

Welcome to the VENTI Wallet!

1. **Terms and Conditions for the VENTI Wallet Program.** This document constitutes the agreement ("Agreement") outlining the terms and conditions under which the VENTI Wallet program has been issued by ("VENTI Wallet") also referred to as ("Mobile Wallet"). By accepting and/or using the VENTI Wallet, you agree to be bound by the terms and conditions contained in this Agreement. The VENTI Wallet is administered by VENTI Wallet, and the Customer Service telephone number is **1-877-316-6532** or the toll-free telephone number located within your Mobile Wallet Account. This user agreement is a contract between you and VENTI Wallet governing your use of your Mobile Wallet account and the Mobile Wallet services. By opening and using a Mobile Wallet account, you agree to comply with all the terms and conditions of this user agreement, including the fees outlined within the agreement, and any upcoming changes described on the Policy Update page at the time you accept this user agreement (which changes will apply to you on the indicated effective dates). These terms include an agreement to resolve disputes by arbitration on an individual basis. You also agree to comply with each of the other terms or agreements that apply to you and the following additional policies:

    - Venti Mobile Wallet User Agreement
    - Venti Cardholder Agreement
    - E-Sign Agreement
    - Privacy Policy

Please carefully read all of the terms and conditions of this user agreement, the terms of the above policies, and each of the other terms and agreements that apply to you. We may revise this agreement and any of the other terms, agreements, or policies from time to time. The revised version will be effective at the time we post it, unless otherwise noted. If our changes reduce your rights or increase your responsibilities, we will provide notice of such changes.

- For personal accounts, notice will include posting information about the changes on our Policy Updates page. If you accepted this user agreement prior to us posting notice of the changes on our Policy Updates page, then such notice will be provided at least 14 days before the applicable effective date.

By continuing to use our services after any changes to this user agreement or any of the other applicable terms, agreements, or policies, you agree to abide and be bound by those changes. If

you do not agree with any changes to this user agreement, you may close your account at any time.

In this Agreement, "You" and "your" means the person who is authorized to use the Mobile Wallet Account as provided for in this Agreement. "We," "us," and "our" mean VENTI Wallet as your administrator and “Bank means FDIC Insured Banking Partners, our successors, affiliates, or assignees. Please read this Agreement carefully and keep it for future reference.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who obtains a Mobile Wallet. What this means for you: When you apply for a Mobile Wallet and you want a maximum balance over $500, we will ask for your name, address, date of birth, social security number or country identification number, and other information that will allow us to identify you. We also may ask to see your driver's license or other documentation bearing your photo as verification of your identity. By participating in the Mobile Wallet program, you warrant factual representation of the required information is accurate, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), social security number or other identification documentation, date of birth, and telephone number. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Mobile Wallet and you could lose any and all funds loaded onto that mobile wallet account. In addition, funds tied to suspected illicit or illegal activity may be subject to both internal and potentially federal investigation. We reserve the right to restrict or delay your access to any such funds.

2. **Your Mobile Wallet.** The Mobile Wallet is a prefunded Mobile Wallet. The Mobile Wallet allows you to access funds loaded or deposited to your Mobile Wallet Account by you or on your behalf. The funds in your Mobile Wallet Account are not FDIC-insured. You may access the funds in your Mobile Wallet Account by using your Mobile Wallet, Mobile Wallet Number, by automated clearinghouse (ACH) load and offload, Credit and Debit Mobile Wallet Load using your Account Number, Remote Check Deposit, or ATM Cash Load (as described in the Section below titled “FEES: Loading Money”). Your Mobile Wallet account is **not** a credit facility. The Mobile Wallet is **not** a gift Mobile Wallet, nor is it intended for gifting purposes. The funds in your Mobile Wallet Account will **not** expire and will need to be transferred to your bank account or withdrawn from the system prior to the deactivation of your Mobile Wallet account should you wish to terminate your Mobile Wallet Account. Mobile Wallet account users must transfer all available funds to their Bank Account or other means supplied prior to deactivating your Mobile Wallet Account. Funds remaining in your Mobile Wallet Account Balance will be lost if Deactivating the Mobile Wallet Account prior to the transfer of your Mobile Wallet Available account balance.

3. **FEES.** THE FEES RELATING TO THE USE (AND MISUSE) OF YOUR MOBILE WALLET ARE SET FORTH HEREIN BY REFERENCE. FEES INCURRED PURSUANT TO THE TERMS OF THIS AGREEMENT WILL BE WITHDRAWN FROM YOUR MOBILE WALLET ACCOUNT AND WILL BE ASSESSED SO LONG AS THERE IS A REMAINING BALANCE IN YOUR MOBILE WALLET

ACCOUNT, UNLESS PROHIBITED BY LAW. You agree to pay all fees associated with the Mobile Wallet. We may from time to time amend the Fee Schedule, at our sole discretion and upon review by the Bank as set forth in this Section of this Agreement. If you request a service that is not included in this Schedule of Fees and Charges and there is a fee for such service, such fee will be disclosed at the time you request the service and you agree that any such fee may be deducted from your Mobile Wallet Account.

Loading Money:

- Load money to your Mobile Wallet account balance from any US Bank Account. You can load money onto your VENTI Wallet account from a US Checking Account or Savings account. The cost to load any amount of money from a US Checking / Savings account is only $1.00. Funds loaded via a US Checking / Savings account could take as long as 1-2 banking days to complete and clear for use. You will see your pending load transaction in your Mobile Wallet Pending Balance. Once the transaction has cleared, your balance will be updated in your Available Mobile Wallet Account Balance.

- Load money to your Mobile Wallet account balance from any Bank Debit Card. You can load money onto your VENTI Wallet account from any US Bank Debit Card. The cost to load any amount of money from a Bank Debit Card is only $0.50. Funds loaded via a Bank Debit Card will load to your Mobile Wallet Available Account Balance in real-time.

- Load money to your Mobile Wallet account balance from any Credit Card. You can load money onto your VENTI Wallet account from any Credit Card. The cost to load any amount from a credit card is 3% of the load amount, and the maximum load amount is $200. Funds loaded via a Credit Card will load to your Mobile Wallet Available Account Balance in real-time.

- Load Money to your Mobile Wallet account balance with Remote Check Deposit. You can load money onto your VENTI Wallet account by taking a picture of the front and back of your signed check. Enter the check amount and submit the image for approval. Once the check has cleared, we will add money to your Mobile Wallet account balance. The cost to cash a check varies on the amount of the Check you are loading. Funds usually take 3-4 banking days to clear.

- Load Cash to your Mobile Wallet account balance at Participating ATMs without using a debit Mobile Wallet. You can locate these specialized ATMs that are equipped to receive cash in the Load Money ATM Transaction section of your Mobile Wallet Account, by clicking ATM you will then request an authorization code and the code will be displayed. Continue to follow the screen prompts to complete your Cash load at your preferred ATM Location. The cost to load your Mobile Wallet Account at an ATM is $3.80 per transaction.

Sending Money:

- Send money from your VENTI Wallet available balance to another VENTI Wallet customer is free and transferred in real time. There are no limits on how often you can send money from your Mobile Wallet to another Money Wallet customer.

- Send Money from your VENTI Wallet available balance to any US Bank Account. You can send money from your VENTI Wallet Available balance to a personal checking or savings account and send money to friends' and family members' bank accounts. The transaction fee to send money to a US Bank Account is $1.00 per transaction. Money transfers from your VENTI Wallet to any US Bank Account can take 1-2 banking days to appear in your bank account.

- Send money from your VENTI Mobile Wallet available balance to your VENTI Debit Card. Select from the Debit Card drop-down menu to select the virtual, physical, or companion card you wish to transfer funds to. Sending money from your Mobile Wallet available balance to your VENTI Debit Card is FREE and transfers are in real-time. There are no limits on how often you can send money from your VENTI Wallet to your Debit Cards(s) on file.

- Send money from your VENTI Wallet available balance to a PayPal recipient. You can send money from your VENTI Wallet Available balance to a PayPal recipient, and the funds will be received by the recipient the same day or next business day depending on the time the transaction was processed. The transaction fee to send money is $1.00. The maximum limit per transaction is $10,000. Please be sure to verify the PayPal recipients phone number or email address before submitting the transaction. Once the payment is processed it cannot be refunded.

- Send money from your VENTI Wallet available balance to a Venmo recipient. You can send money from your VENTI Wallet Available balance to a Venmo recipient, and the funds will be received by the recipient the same day or next business day depending on the time the transaction was processed. The transaction fee to send money is $1.00. The maximum limit per transaction is $10,000. Please be sure to verify the Venmo recipients phone number or email address before submitting the transaction. Once the payment is processed it cannot be refunded.

- Send money from your VENTI Wallet available balance to any US Debit Card. You can send money from your VENTI Wallet Available balance to any US Debit Card and the funds will be received by the recipient the same day or next business day depending on the time the transaction was processed. The transaction fee to send money is $1.00. The maximum limits per transaction is $20,000. Please be sure to verify the recipients debit card number, expiration date (month and year) before submitting the transaction. Once the payment is processed it cannot be refunded.

4. **Authorized Users.** You may not request an additional Mobile Wallet or Secondary Mobile Wallet Account, nor are you allowed to provide another person with access to the funds in your Mobile Wallet Account. If you permit another person to have access to your Mobile Wallet or Mobile Wallet Number, you are liable for all transactions made with the Mobile Wallet, Mobile Wallet Number or Account Number, and all related fees incurred by those persons. To cancel your Mobile Wallet, you can login to your customer account or APP and select account / deactivate account or by telephone the toll-free number or administrative office at **1-877-316-6532.**

5. **Mobile Wallet Account Use and Purpose.** Subject to the limitations set forth in this Agreement, you may use your Mobile Wallet, Mobile Wallet Number, or Account Number, as applicable, to (1) add funds to your Mobile Wallet Account (as described in the Section below titled "**Limitations on Frequency and Dollar Amounts of Transactions**"), (2) transfer funds between Mobile Wallet Accounts, (3) transfer funds between your Mobile Wallet Account and Virtual/ Physical/ Companion Debit cards, (4) purchase goods or services wherever your Mobile Wallet is honored (5) withdraw cash from your Mobile Wallet Account (as described in the Section below titled "**Limitations on Frequency and Dollar Amounts of Transactions**". There may be fees associated with some of these transactions. For fee information, see the "Schedule of Fees and Charges" in the Section below titled "**Limitations on Frequency and Dollar Amounts of Transactions"**. You agree not to use your Mobile Wallet for illegal gambling or any other illegal purpose.

6. **Limitations on Frequency and Dollar Amounts of Transactions.** The total amount of purchases loads and withdrawals that you can perform in any single day outlined in the chart below. The maximum aggregate value of your Mobile Wallet Account(s) is restricted to **$500,000** at any point in time. The maximum value will be determined by aggregating the activity and value of all Mobile Wallet Accounts you may have with the Program. For security reasons, we may further limit the number or dollar amount of transactions you can make with your Mobile Wallet. The following grid is provided to highlight the frequency and limitations of Mobile Wallet holder transactions in a single day or additional time frame if warranted:

Transaction Type	Maximum Transaction	Transaction Fee
Maximum Balance on the Mobile Wallet	$500,000	N/A
Funds transfer to other VENTI Wallet Users	$50,000	FREE
Bank Loads (US Checking / Savings Account)	$500 per transaction	$1.00
Bank Withdrawals (US Checking / Savings Account)	$25,000 per transaction	$1.00

Bank Debit Card Load	Limits will be displayed to customer based on card used	$0.50
Credit Card Load	Limits will be displayed to customer based on card used	3%
Send to PayPal Recipient	Maximum Transaction $10,000	$1.00
Send to Venmo Recipient	Maximum Transaction $10,000	$1.00
Send to US Debit Card	Maximum Transaction $20,000	$1.00
International Money Transfers	Maximum Daily Transaction $3,000	$4.00 - $10.00 Based of Processor
Cash Withdrawal (ATM)	Daily transaction cumulative amount of $1000 (per 24hr period) $400 max limit on each transaction.	$3.00
Cash Deposit (ATM)	Maximum Transaction $500	$3.80
Buy/Sell Gold and Silver	Maximum Transaction $50,000	$0.50
Mobile Wallet Inactivity Fee	Maximum Monthly Transaction $3.00	$3.00

7. **Personal Identification Number ("PIN").** You will create a 4-digit PIN that you may use with your Mobile Wallet once your identity has been verified. Only one PIN will be issued for each Mobile Wallet Account which you can update at any time as often as you wish for additional security purposes. You will need a PIN for all money movement transactions. You should not write or keep your PIN with your Mobile Wallet. If you believe that anyone has gained unauthorized access to your PIN, you should change your PIN number immediately from a computer or logging into the app to update your PIN.

8. **Telehealth Services.** MyHealth allows you to sign up for an annual membership that includes virtual telehealth services to all members of your household. This includes one individual single member, his or her spouse / domestic partner, and legally dependent children up to the age of 26, at significantly discounted rates. Request care visits, schedule appointments, and manage your family visit history. Plans include urgent care, mental & talk therapy, and primary care. All Annual Subscriptions are non-refundable.

Telehealth Service Plans	**Plan Cost**	**Coverage**
Urgent Care Plan	$38.00 per year and $38.00 per visit	All Members
Urgent Care Plan + Behavioral Health Plan	$65.00 per year and $38.00 per Urgent Care visit and $65.00 per Behavioral Care visit	All Members

9. **Using Your Mobile Wallet to Load and Withdraw Cash from an ATM.** You may withdraw funds from your Mobile Wallet available balance at select ATMs around the United States without using a debit card. Mobile Wallet cardless ATM withdrawals have lower ATM fees than more traditional Debit Card ATM withdrawals. Mobile Wallet customers can access Mobile Wallet cardless ATM withdrawals by navigating to the Mobile Wallet Load Funds Screen within the Mobile Wallet App, Select Retrieve Funds ATM screen where the customer will be prompted to request an authorization code and then view ATM Mobile Wallet cardless withdrawal participating locations. To load Cash onto your mobile wallet account you can request an authorization code and the code will be displayed. You can select the preferred ATM location and will have up to 1 hour before the authorization codes will expire to load cash at the selected ATM. Follow the prompt instructions within your Mobile Wallet App to complete your transaction. The funds will then be immediately added to your mobile wallet account.

10. **Request Funds.** You may request payment from another customer's Mobile Wallet Account. You will need to enter the Mobile Number or Alternate ID of the other customer's account. When approved by the other customer using the Pending Purchases screen on the VENTI App, the funds will automatically be loaded into your account. You may also Request Payments on a scheduled basis from the Schedule Transaction page. Group Request Funds are also available. You may request payments from a group of people to split a bill. You will need to enter the Mobile Number of the people that you are requesting money from. When the request is approved, funds will automatically be loaded onto your mobile wallet account.

11. **Your Obligation for Negative Balance Transactions.** Each time you initiate a Mobile Wallet transaction, you authorize the reduction of funds available in your Mobile Wallet Account by the amount of the transaction and all associated fees. You are not allowed to exceed the available amount in your Mobile Wallet Account through an individual transaction or a series of transactions (creating a "negative balance"). If the total cost of a transaction is higher than the Available Mobile Wallet Account Balance, your transaction will be declined, and you will need to load additional funds onto your Mobile Wallet Account to proceed with the transaction.

12. **Business Days.** Our business days are Monday through Friday, excluding federal and legal banking holidays in the State of Texas.

13. **Authorization Holds.** You do not have the right to stop payment on any purchase transaction originated by use of your Mobile Wallet, other than transactions within the Mobile Wallet Marketplace that display a cancel transaction button. When you use your Mobile Wallet to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and the merchant may estimate its final value. When you use your Mobile Wallet to obtain cash at an ATM we will authorize the transaction in advance (including all applicable fees). When we authorize a purchase transaction, we commit to make the requested funds available when the transaction finally settles, and the Bank will place a temporary hold on your Mobile Wallet's funds for the amount indicated by the merchant. If you authorize a

transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. Car rentals, hotels and other service-oriented merchants may choose to factor in additional amounts upon check-in, and it may take up to sixty (60) days after your stay or your rental to have any excess amounts held by the hotel or rental company added back to your available balance. Similarly, some gas stations may factor in additional amounts to cover the potential filling of the tank; if you want to avoid such a hold, you may want to pay inside the gas station, instead of paying at the pump. Until the transaction finally settles, the funds subject to the hold will not be available to you for other purposes. We will only charge your Mobile Wallet for the correct amount of the final transaction, and we will release any excess amount when the transaction finally settles.

When you use your Mobile Wallet at certain restaurants and service-oriented merchants, there may be an additional 20% (or more) added to the authorization to cover any tip you may leave on the purchase. If this occurs, and your total bill, after adding in the additional 20% (or more), exceeds the amount available on your Mobile Wallet, your transactions may be declined. Accordingly, you should ensure that your Mobile Wallet has an available balance that is 20% (or more) greater than your total bill before using your Mobile Wallet**.**

14. **Recurring Transactions.** If you intend to use your Mobile Wallet for recurring transactions, you should monitor your balance and ensure you have funds available in your Mobile Wallet Account to cover the transactions. "Recurring Transactions" are transactions that are authorized in advance by you to be charged to your Mobile Wallet at substantially regular intervals. We are not responsible if a recurring transaction is declined because you have not maintained a sufficient balance in your Mobile Wallet Account to cover the recurring transaction. If these recurring transactions may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set. If you have told us in advance to make regular payments (i.e., scheduled transactions) from your Mobile Wallet Account, you can stop the payment by notifying us orally at **1-877-316-6532** at least five (5) business days before the scheduled date of the transfer. If you order us to stop one of these payments five (5) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages.

15. **Returns and Refunds.** If you are entitled to a refund for any reason for goods or services obtained with your Mobile Wallet, you agree to accept credits to your Mobile Wallet Account for such refunds. You are not entitled to a check refund unless your Mobile Wallet has been closed. The amounts credited to your Mobile Wallet for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

16. **Mobile Wallet Cancellation and Suspension; Limits.** We reserve the right, in our sole discretion, to limit your use of the Mobile Wallet, including limiting or prohibiting specific types of transactions. We may refuse to issue a Mobile Wallet, revoke Mobile Wallet

privileges, or cancel your Mobile Wallet with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Mobile Wallet, you may do so by calling **1-877-316-6532** or the number on the back of your Mobile Wallet. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Mobile Wallet. Our cancellation of Mobile Wallet privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Mobile Wallet privileges through no fault of yours, you will be entitled to a refund as provided below in the Section titled "Amendment and Cancellation." Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under this Agreement without losing them.

17. **Obtaining Balance and Transaction Information for Your Mobile Wallet; Periodic Statements Alternative.** You should keep track of the amount of funds available in your Mobile Wallet Account. You may obtain information about the amount of funds you have remaining in your Mobile Wallet Account by calling customer services, contacting live chat, or using the help section in your Mobile Wallet account. This information, along with a lifetime history of account transactions, is also available on-line through your Mobile Wallet Transaction History. You also have the right to obtain a 24-month written history of account transactions by calling our administrative office at **1-877-316-6532**.

18. **Confidentiality.** The Bank may disclose information to third parties about your Mobile Wallet or the transactions you make using your Mobile Wallet: (1) where it is necessary for completing transactions; (2) in order to verify the existence and condition of your Mobile Wallet for a third party, such as a merchant; (3) in order to comply with government agency, court order, or other legal reporting requirements; (4) if you give the Bank your written permission; (5) to our and the Bank's employees, auditors, affiliates, service providers, or attorneys as needed; and (6) as otherwise provided in the Bank's Privacy Policy Notice below.

19. **Our Liability for Failure to Complete Transactions.** In no event will we or the Bank be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. We will not be liable, for instance: (1) if, through no fault of ours or of the Bank, you do not have enough funds available in your Mobile Wallet Account to complete the transaction; (2) if a merchant refuses to accept your Mobile Wallet or provide cash back; (3) if an ATM where you are 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 Mobile Wallet has been blocked after you reported your Mobile Wallet or Access Code 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 or the Bank have reason to believe the requested transaction is unauthorized; (8) if circumstances beyond our or the Bank's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite

reasonable precautions that we or the Bank have taken; or (9) for any other exception stated in our Agreement with you.

20. **In Case of Errors or Questions about your Mobile Wallet Account.** Call Customer Service at **1-877-316-6532** or the Mobile Wallet support email at: Support@myventi.net as soon as you can, if you think an error has occurred in your Mobile Wallet Account. *If your Mobile Wallet receives wages, salary, or other employee compensation that are made on a recurring basis or you receive electronic deposits of federal payments to your Mobile Wallet, the following provisions of this Section also apply:* We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Mobile Wallet Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling Customer Service at **1-877-316-6532,** or writing to the Program Manager by email at: Support@myventi.net or calling our administrative office at **1-877-316-6532.** You will need to tell us: (1) your name and Mobile Wallet Number; (2) why you believe there is an error, and the dollar amount involved, and (3) approximately when the error took place. If you tell us orally, we will require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Mobile Wallet within ten (10) business for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If you do not have wages, salary, or other employee compensation that are made on a recurring basis or federal payments (for example, Social Security benefits, tax refunds or other government payments) deposited to your Mobile Wallet Account, we may not credit your Mobile Wallet. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Mobile Wallet Account. For errors involving new Mobile Wallets, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation and debit your Mobile Wallet Account for the amount of the provisional credit. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at the number on the back of your Mobile Wallet. *If your Mobile Wallet Account does not receive wages, salary, or other employee compensation that is made on a recurring basis or does not receive electronic deposits of federal payments, all of this Section applies, except we will not credit your Mobile Wallet Account until our investigation is complete and we have determined an error occurred.*

* On an exception basis as determined by the dispute resolution team allows the ‘five (5) business days provisional credit to be extended to 10 business days if additional investigation is warranted.

21. **Unauthorized Transfers.** If you believe your Mobile Wallet or Access Code(s) ("PIN") has been lost or stolen, call **1-877-316-6532,** or write to us by email at Support@myventi.net . You should also call Customer Service at **1-877-316-6532** if you believe an electronic transfer has been made using the information from your Mobile Wallet or Access Code(s) ("PIN") without your permission.

22. **Your Liability for Unauthorized Transfers.** You agree to exercise reasonable control over your PIN(s) ("Access Code(s)"); user ID(s); and password(s) and any other access code related to your Mobile Wallet Account (each, an "Access Code") and your Mobile Wallet. Tell us AT ONCE if you believe your Mobile Wallet or Access Code(s) has been lost or stolen. Also, if your transaction history shows transfers that you did not make, including those made with your Mobile Wallet, Mobile Wallet Number or Account Number, or you believe an electronic transfer has been made without your permission, tell us at once. Telephoning Customer Services toll-free number for your Mobile Wallet, **1-877-316-6532** or calling our administrative office at **1-877-316-6532** is the best way of keeping your possible losses down. You could lose all of the money in your Mobile Wallet Account**. The funds in your Mobile Wallet Account are not FDIC-insured and** VENTI Wallet **is not responsible for the loss or theft of any funds on your Mobile Wallet account.**

23. **Other Terms.** Your Mobile Wallet and your obligations under this Agreement may not be assigned. We and/or the Bank may transfer our rights under this Agreement. Use of your Mobile Wallet is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We and the Bank do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law or regulation of any governmental agency, whether local, state or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement shall be governed by the law of the State of Texas except to the extent preempted or governed by federal law.

24. **Amendment and Cancellation.** We or the Bank may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law before the effective date of the change. However, if the change is made for security purposes, we or the Bank can implement such change without prior notice. We or the Bank may cancel or suspend your Mobile Wallet or this Agreement at any time. You also may cancel this Agreement by returning the Mobile Wallet to us or by calling **1-877-316-6532.** If you cancel your Mobile Wallet, you may zero out your Mobile Wallet Account balance before closing your Mobile Wallet Account or request that we send you a check in the amount of your Mobile Wallet Account balance when you close your Mobile Wallet Account, which we will do for a fee. If your Mobile Wallet is canceled by us when your Mobile Wallet Account has a balance, we will send you a check in the amount of your Mobile Wallet Account balance for no charge. In all events, any check we send will be sent to the address we have for you in our records. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement before termination.

Mobile Wallet Accounts that are inactive for a period of 6 (six) months will be charged a $3.00 monthly inactivity fee.

25. **Telephone Monitoring/Recording.** From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

26. **No Warranty Regarding Goods and Services.** We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Mobile Wallet.

27. **Arbitration Provision.** This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party.

(a) Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us, or between you and VENTI Wallet for any VENTI Wallet **Services** or any of its agents or retailers, arising from or relating to the VENTI Wallet or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Mobile Wallet, or the Mobile Wallets of any additional Mobile Wallet holders designated by you; (ii) the amount of available funds on the Mobile Wallets; (iii) advertisements, promotions or oral or written statements related to the Mobile Wallets, goods or services purchased with the Mobile Wallets; (iv) the benefits and services related to the Mobile Wallets; and (v) your enrollment for any Mobile Wallet. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any appeals from that court shall be pursued only in arbitration. As used in this Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Program Manager, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Mobile Wallets (including, but not limited to merchants who accept the Mobile Wallet, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or" yours" shall mean all persons or entities approved by us to have and/or use a Mobile Wallet, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional Mobile Wallet holders.

(b) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact us at **1-877-316-6532**. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR SHALL NOT CONDUCT A CLASS ARBITRATION OR A JOINT ARBITRATION EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(c) Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Mobile Wallet holders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties which Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(d) Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code,

except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(e) Continuation: This Arbitration Provision shall survive termination of your Mobile Wallet as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

28. Delivery of Electronic Communications. The following E-Communication Disclosure ("Disclosure") applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Mobile Wallet Account and any related products and services ("Communications"), to the extent you have consented to receiving such Communications electronically and failure to consent will result in a declined application for a Mobile Wallet, except as provided below.

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 discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Mobile Wallet Account and any related products or services
- Your Mobile Wallet Agreement and any notices about a change in terms of your Mobile Wallet Agreement
- Privacy policies and notices
- Error resolution policies and notices
- Responses to claims filed in connection with your Mobile Wallet Account
- Notices regarding insufficient funds or negative balances

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 access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (2) by posting such Communications to: Support@myventi.net.

How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by contacting us at **1-877-316-6532** or visiting www.myventi.net. If you do withdraw your consent, we will close your Mobile Wallet Account, except where prohibited by law. We will not impose any fee to process the 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 request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

How to Update Your Records. It is your responsibility to provide us with a true, accurate and complete e-mail address (if you have elected to receive e-mail messages from us), your contact information, and other information related to this Disclosure and your Mobile Wallet Account, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through www.myventi.net or by contacting us at **1-877-316-6532.**

Hardware and Software Requirements. In order to access, view, and retain Communications that we make available to you electronically, you must have:

- An Internet browser that supports 128-bit encryption
- Microsoft Internet Explorer 5.5 or above, or the equivalent software
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- An e-mail account with an Internet service provider and e-mail software
- A personal computer (1.5 GHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in via a plain text-formatted e-mail or by access to our web site using browser specified above or equivalent software.

• Adobe Reader version 9.0 or higher

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.