

## SCHEDULE OF FEES

| <b>Maintain Checking Account</b>       |  |
|--|--|
| Monthly Maintenance Fee                | \$9.99.<br>We charge this fee to maintain your Checking Account.   |
| <b>Spend Money</b>                     |  |
| Signature/Non-PIN Purchase Transaction | None.<br>We do not charge a fee for domestic signature or non-PIN purchases.   |
| PIN Purchase Transaction               | None.<br>We do not charge a fee for domestic purchases when you use your PIN.  |
| <b>Withdraw Cash</b>                   |  |
| ATM Withdrawal                         | \$3.00.<br>We charge a fee for out-of-network ATM withdrawals. There is no fee when you use an in-network ATM (NYCE network). To find an in-network ATM, visit <a href="http://nyce.net/consumers/atm-locator">nyce.net/consumers/atm-locator</a> . Additionally, the ATM owner may charge a fee, even if you do not complete the transaction.   |
| Cash Back with PIN Purchase            | None.<br>We do not charge for cash back at the merchant. Select "Debit" and enter your PIN to get cash back when making a purchase at a merchant that allows cash back. Some merchants may charge a fee for cash-back transactions.  |
| <b>Use Debit Card Outside U.S.</b>     |  |
| Foreign Transaction                    | 3% of the U.S. dollar amount of each purchase transaction that is at least \$1.00 and is made: <ul style="list-style-type: none"> <li>• in a foreign currency; or</li> <li>• in U.S. dollars but processed outside U.S.</li> </ul>   |
| International ATM Withdrawal           | 3% of the U.S. dollar amount of the foreign currency withdrawal. <ul style="list-style-type: none"> <li>• In addition to our fee, the ATM owner or network operator may charge a fee, even if you do not complete the transaction. Any fee charged by the ATM owner or network operator will be included in the total amount withdrawn from your Checking Account and will apply to the daily ATM withdrawal limit.</li> </ul> |

| <b>Add Money</b>                   |   |
|------------------------------------|---|
| Direct Deposit                     | None.<br>We do not charge a fee for Direct Deposits to your Checking or Savings Account.  |
| Internal Transfer                  | None.<br>We do not charge a fee for internal transfers between your Checking Account and your Savings Account.  |
| <b>Manage Account</b>              |   |
| Paper Statements                   | \$5.00 per statement.<br>We charge this fee if you elect to automatically receive your monthly statements in paper form. Also, when you receive your monthly statements electronically, this fee will be charged each time you request a paper statement.   |
| Electronic Statements              | None.<br>We do not charge a fee to deliver your monthly statements electronically.  |
| Replacement Card—Express Delivery  | \$25.00 per card.<br>Your card will typically arrive in 3-5 Business Days. We charge this fee if you elect express delivery of a replacement card.  |
| Replacement Card—Standard Delivery | None.<br>We charge no fee if you elect standard delivery of a replacement card. Your card will typically arrive in 7-10 Business Days.  |
| Live-Agent Customer Service Call   | None.<br>We do not charge a fee when you call our Customer Service at 855-646-5242 (855-NINJA42) and speak with a live agent.   |
| Balance Inquiry                    | None. <ul style="list-style-type: none"> <li>• You may obtain the balance of your Accounts at no charge by accessing your online Account at <a href="http://www.ninjacard.com">www.ninjacard.com</a>, using the mobile app, or calling 855-646-5242 (855-NINJA42).</li> <li>• We do not charge a fee for ATM balance inquiries, but the ATM owner or network operator may charge a fee if the ATM is outside the NYCE network.</li> </ul> |

Banking services provided by Republic Bank of Chicago, Member FDIC. The NinjaCard® Visa® Debit card is issued by Republic Bank of Chicago, pursuant to a license from Visa U.S.A. Inc., and may be used everywhere Visa® debit cards are accepted. NinjaCard, LLC is a financial technology company, not a bank

| <b>Manage Account ... continued</b>    |  |
|--|--|
| Account Alerts                         | None.<br>We do not charge a fee for email alerts, which you may elect to enable through your online Account access.                            |
| Legal Process                          | None.<br>We do not charge a fee for handling legal process we receive on your Account such as a garnishment, tax levy, or child support order. |
| Minimum Deposit to Open Account        | None. We do not require a minimum initial deposit to open your Account.  |
| <b>Other Fees</b>                      |  |
| Return of ACH Debit                    | None.<br>We do not charge a fee for an ACH debit that is returned unpaid after presentation to your Account.                                   |
| Stop Payment of Preauthorized Transfer | \$15.00 each.<br>This fee applies to a stop payment order you request on a preauthorized transfer from your Checking or Savings Account.       |

| <b>Transaction Limits</b>   |   |
|---|---|
| Note: ATM and card transactions may also be limited in frequency or amount by the ATM owner, network operator, or POS merchant. |   |
| Daily Limit for Signature/Non-PIN Purchases   | \$2,000.00.   |
| Daily Limit for PIN Purchases   | \$4,000.00.   |
| Daily Limit for ATM Cash Withdrawals (domestic or international)  | \$310.00.   |
| Daily Limit for Internal Transfers  | Up to the amount in the Account available for withdrawal. |
| Daily Limit for Card Transfers (i.e., account-to-account, non-ACH transfers)  | \$2,000.00.   |

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## **DEPOSIT AGREEMENT**

### **INTRODUCTION**

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

This Deposit Agreement constitutes our disclosure to you and an agreement between you and us under which you, as the depositor, establish two electronic transaction accounts at Republic Bank of Chicago: a “*Checking Account*” and a “*Savings Account*” (collectively the “*Account*”). NinjaCard, LLC (the “*Program Manager*”) acts as our limited agent in administering the Account and the Visa® debit card attached to the Checking Account (the “*Debit Card*”). If you elect to open an optional line-of-credit (“*LOC*”) in which draws are disbursed from an external bank to the Checking Account, then the Program Manager also acts as the LOC lender’s limited agent in administering the LOC. The optional LOC is governed by a separate agreement (the “*LOC Agreement*”) issued to you by the LOC lender. The lender for the optional LOC is not Republic Bank of Chicago. Instead, the LOC lender is named in the LOC Agreement, which is a separate agreement that you enter into independent of us.

You enter into this Deposit Agreement and accept its terms when you deposit funds in your Account or activate your Debit Card, whichever is sooner. This Deposit Agreement may be revised periodically, so the most recent version may include changes from earlier versions. By providing an electronic signature and continuing to maintain an open Account with us, you agree to the most recent version of this Deposit Agreement, which we deliver to you prior to Account opening and prior to the implementation of any Deposit-Agreement amendment. See Amendment, Account Closure, & Termination (Section XV). We also make available the most recent version of the Deposit Agreement through your secure online account, accessible at [www.ninjacard.com](http://www.ninjacard.com) (your “*Online Account*”), and in the NinjaCard® mobile device application (“*Mobile App*”).

This Deposit Agreement describes three Account features—remote deposit capture services, external transfers to and from an external bank account you link to your Account, and check deposits made at an ATM—that may be available in the future but are not available as of this Deposit Agreement’s version date, which is printed in the lower-left corner of each page. Provisions relating to any future feature shall be treated as in effect as of the date the feature becomes available to you and you choose to utilize the feature and related services. Amendments to the terms of any Account feature will be included in the most current Deposit Agreement, which is accessible to you at [www.ninjacard.com](http://www.ninjacard.com) and in the Mobile App.

### **I. IMPORTANT NOTICES**

- **Mandatory Arbitration Agreement with Class-Action Waiver.** This Deposit Agreement contains an Arbitration Agreement that, upon the election of the person against whom a claim is asserted, requires the resolution of that claim by binding arbitration on an individual basis rather than a class-wide or representative basis. See Section XX (Arbitration Agreement).
- **Mandatory Electronic Disclosures and Online Account.** The Account is an electronic account. As a condition of eligibility for the Account, you must agree to receive Electronic Disclosures (see Section III (Consent to Electronic Delivery)) and register for an Online Account. You may also choose to use the Mobile App. See Section XIV (Online Account and Mobile App). Paper Account Statements or other disclosures are only made available for a fee (see Schedule of Fees). Account services are not available at retail locations of Republic Bank of Chicago.
- **Monthly Maintenance Fee.** To maintain the Checking Account, we charge the “*Monthly Maintenance Fee*” listed in the Schedule of Fees.
  - **Accrual and Collection.** As a general matter, we accrue and collect the Monthly Maintenance Fee on the first Friday of every calendar month the Account is open. This Deposit Agreement refers to this first Friday as the “*Analysis-Cycle Date*” and to the entire monthly period as the “*Analysis Cycle*.” To collect a Monthly Maintenance Fee, we debit your Checking Account on the Analysis-Cycle Date. If your Checking Account balance is less than the fee amount, then your Checking Account will be drawn negative. In such case, you agree to immediately deposit the funds necessary to restore at least a \$0.00 balance in the Checking Account, and you acknowledge that we will close your Account if the balance remains negative for 60 consecutive days. See Section VII(B) (Overview of Checking Account).
  - **First Monthly Maintenance Fee.** We begin accruing and collecting a Monthly Maintenance Fee after one full calendar month has elapsed following the date on which we open your Account (the “*Account-Open Date*”). For example, if the Account-Open Date is 11/15/2024, then the first Analysis-Cycle Date is 12/06/2024 (i.e., the first Friday of the calendar month following the Account-Open Date). Because the period between the Account-Open Date (11/15/2024) and the first Analysis-Cycle Date (12/06/2024) is less than a full Analysis Cycle, we do not accrue and collect a Monthly Maintenance Fee on the first Analysis-Cycle Date (i.e., 12/06/2024). Instead, we begin accruing and collecting a Monthly Maintenance Fee on the second Analysis-Cycle Date (i.e., 01/03/2025).



- **Waiver of Fees Upon Our Closure of Account.** If (a) we close your Account for inactivity or at our discretion and (b) the Account was not funded as of such closure date (that is, the Account shows no Direct Deposit or other credit entry), then we will waive any Monthly Maintenance Fees that are accrued but unpaid as of the Account closure date before we remit the Account balance, if any, to you.
- **Inactivity Closure; At-Will Closure.**
  - We will close your Checking Account for inactivity if it shows no customer-initiated activity (that is, an ACH credit, ACH debit, purchase, cash withdrawal, cash remittance, or balance inquiry) for 90 consecutive days. If we close your Checking Account for inactivity, then we will also close your Savings Account.
  - You or we may close the Account or cancel the Debit Card at any time and without any prior notice to the other.
- **No Check Writing Feature.** The Account is checkless, meaning you may not write checks drawn on the Account. See Section VII(F) (No Check Writing Feature).
- **No Negative Balance Fees.** As a general matter, we will not pay any “Item” presented to your Account unless your “Available Balance” is sufficient to pay the Item. However, in the limited instances where your Account balance becomes negative because your Checking Account balance is less than the Monthly Maintenance Fee that we debit on each Analysis-Cycle Date or because your Checking Account balance is less than the amount of a preauthorized merchant Debit Card transaction at settlement, we will not charge a negative balance fee. In such cases, you agree to immediately deposit the funds necessary to restore at least a \$0.00 balance in the Checking Account, and you acknowledge that we will close your Account if the balance remains negative for 60 consecutive days. See Section VII(G) (No Negative Balance Fees). If prompt action is not taken to remedy the negative balance in the Checking Account, then we also reserve the right to use funds in other Accounts you hold with us.
- **Combined Account Statements.** We deliver “Account Statements” on the last calendar day of every month the Account is open (the “Statement Cycle”). Generally, the Account Statement will be a combined statement that covers both the Checking Account and the Savings Account. Upon Account closure, however, we may issue separate Account Statements for the Checking Account and the Savings Account.
- **Debit Card Functionality and Limitations.** The Debit Card attached to your Checking Account is not a credit card, gift card, or hybrid credit/debit card. If you open an optional LOC with draws disbursed to

your Checking Account, then you must specifically request those LOC draws under the terms of the LOC Agreement. Your Debit Card cannot be used to initiate an LOC draw. Section VII(H) (Debit Card Functionality and Limitations).

- **Overview of NinjaCard®, FlexBanking™, and FlexLine™.**
  - **NinjaCard® Technology Brand.** “NinjaCard®” is the technology brand that operates the [www.ninjacard.com](http://www.ninjacard.com) website and delivers two sets of financial services: (a) “FlexBanking™,” which is provided by Republic Bank of Chicago, Member FDIC (“us”) and includes the Checking Account, Savings Account, and Debit Card; and (b) “FlexLine™,” which is the optional LOC provided by a separate entity. The LOC lender is not us. The lender is disclosed in the LOC Agreement you enter into independent of us. All NinjaCard® financial services can be managed using your Online Account access or NinjaCard’s Mobile App.
  - **FlexBanking™ Services Provided by Republic Bank of Chicago, Member FDIC.** We issue the Debit Card pursuant to a license from Visa U.S.A. Inc. The Debit Card may be used everywhere Visa® debit cards are accepted. We hold the Checking Account, to which the Debit Card is attached, and a companion Savings Account. Funds deposited to the Checking and Savings Accounts with us are insured, aggregately, up to \$250,000. NinjaCard, LLC is the program manager for FlexBanking™, acquiring card applicants, processing card applications, and servicing deposit accounts on behalf of us.
  - **FlexLine™ Services Provided by Independent LOC Lender.** The lender for the optional LOC is not Republic Bank of Chicago. Instead, the LOC lender is named in the LOC Agreement, which is a separate agreement that you enter into independent of us.

## II. USA PATRIOT ACT NOTICE

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

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

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Account. We may also report your Account performance to CRAs and others to the full extent permitted by law.

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

### III. CONSENT TO ELECTRONIC DELIVERY

#### A. Definition of Electronic Disclosures

To be eligible for a Debit Card, you must agree to sign this Deposit Agreement, and related legal instruments, electronically and to receive disclosures electronically. These disclosures include, but are not limited to, this Deposit Agreement together with all other disclosures, notices, or communications concerning your Account such as monthly Account Statements from us, our responses to claimed errors on Account Statements, the [Republic Bank of Chicago Privacy Policy](#), the [Program Manager Privacy Policy](#), and all future changes to any of these materials (collectively “*Electronic Disclosures*”).

As a condition of submitting a complete application, you must agree in the application flow, which you start at <https://join.ninjacard.com/deposit/login>, to electronic delivery of the Electronic Disclosures. In the application, we refer to this consent as your “*E-SIGN Consent*.” By entering into this Deposit Agreement, you confirm your E-SIGN consent and otherwise agree to the terms of this Section III (Consent to Electronic Delivery). Please review your application E-SIGN consent carefully and print, or download and save, a copy for your files. We will also make your application E-SIGN Consent, together with this Deposit Agreement, available for print or download through your Online Account.

#### B. Withdrawing Consent to Electronic Delivery

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

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

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

#### C. Hardware and Software Requirements

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

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

#### D. Paper Copies of Disclosures

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

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

#### E. Procedures to Update Your Records

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

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

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



#### IV. CONTACT INFORMATION

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

Please write to Republic Bank of Chicago at:

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

You may also write to our Program Manager at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606

or  
[support@ninjacard.com](mailto:support@ninjacard.com)

or  
855-646-5242 (855-NINJA42)

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

#### V. DEFINITIONS

##### A. First Appearance in Introduction or Important Notices

The defined terms listed below first appear in the Introduction and Important Notices paragraphs that immediately follow the Schedule of Fees and may also appear throughout this Deposit Agreement. These defined terms apply to your Account with us.

##### 1. Account

“*Account*” means, collectively, the Checking Account and the Savings Account. You open an Account when you electronically sign this Deposit Agreement or activate your Debit Card, whichever is sooner. For reasons of convenience, this Agreement may use the singular term Account to refer to both the Checking Account and the Savings Account. But where context requires a description of only one deposit account, this Agreement will refer to the Checking Account or the Savings Account individually.

##### 2. Account Holder, You, and Your

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

##### 3. Account-Open Date

“*Account-Open Date*” means the date on which you have submitted the requested identifying information and we have successfully verified you.

##### 4. Account Statement

“*Account Statement*” means the periodic statement summarizing your Account activity, including fees. The statement is delivered monthly through your Online Account. Generally, the Account Statement will be a combined statement that covers both the Checking Account and the Savings Account. Upon Account closure, however, we may

issue separate Account Statements for the Checking Account and the Savings Account.

##### 5. Analysis Cycle

“*Analysis Cycle*” means the monthly period ending on the first Friday of every calendar month the Account is open.

##### 6. Analysis-Cycle Date

“*Analysis-Cycle Date*” means the first Friday of every calendar month the Account is open. As a general matter, we accrue and collect the Monthly Maintenance Fee every Analysis-Cycle Date. We do not begin accruing and collecting a Monthly Maintenance Fee until one full calendar month has elapsed following the Account-Open Date. See Section VII(B) (Overview of Checking Account).

##### 7. Arbitration Agreement

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

##### 8. Available Balance

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

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

##### 9. Checking Account

“*Checking Account*” means the non-interest-bearing demand deposit account tied to your Debit Card. For reasons of convenience, the Online Account, Mobile App, and periodic statements may refer to the Checking Account as the “*Spending Account*.”

##### 10. Debit Card

“*Debit Card*” means the NinjaCard® Visa® Debit Card issued in your name and used to access the funds in your Checking Account, as further described in Section X (Debit Card Rights, Privileges, and Limitations). Your Debit Card is attached to your Checking Account. It is not a credit card, gift card, or hybrid credit/debit card.

##### 11. Deposit Agreement

“*Deposit Agreement*” means all the terms and conditions set forth in this agreement, including the Schedule of Fees (first page), the Truth-in-Savings Disclosure (Section XI), the Funds Availability Disclosure (Section XII), the EFT Disclosure and

Banking services provided by Republic Bank of Chicago, Member FDIC. The NinjaCard® Visa® Debit card is issued by Republic Bank of Chicago, pursuant to a license from Visa U.S.A. Inc., and may be used everywhere Visa® debit cards are accepted. NinjaCard, LLC is a financial technology company, not a bank

Error Resolution Notice (Section XIII), and the Arbitration Agreement (Section XX).

## 12. EFT Disclosure and Error Resolution Notice

“*EFT Disclosure and Error Resolution Notice*” means Section XIII of this Deposit Agreement, which provides our initial disclosures under the Electronic Funds Transfer Act, including error resolution notice. Among other information, this disclosure describes the rights and responsibilities that each of us has for electronic funds transfers, including unauthorized transfers, posted to your Account.

## 13. FlexBanking™

“*FlexBanking™*” means your Account, the Debit Card, and any other financial product or service made available through your Online Account or the Mobile App and provided in connection with your Account. The term includes service charges, electronic items or transactions, preauthorized payments, automatic transfers, ACH transactions, Account adjustments, and any other instrument or instruction for the credit, payment, transfer, or withdrawal of funds to or from your Account. Please note: FlexBanking™ services are provided by us. The Debit Card is issued by Republic Bank of Chicago, pursuant to a license from Visa U.S.A. Inc., and may be used everywhere Visa® debit cards are accepted.

## 14. FlexLine™

“*FlexLine™*” means the optional line-of-credit made by the LOC lender identified in the LOC Agreement, not us. The lender for the optional LOC is named in the LOC Agreement, which is a separate agreement that you enter independent of us and this Deposit Agreement.

## 15. Funds Availability Disclosure

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

## 16. Item

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

## 17. Monthly Maintenance Fee

“*Monthly Maintenance Fee*” means the fee disclosed in the Schedule of Fees, which we debit from your Checking Account on each Analysis-Cycle Date. Although the Analysis Cycle and the Statement Cycle are both monthly periods, they do not end on the same date. The Analysis Cycle ends the first Friday of every month, whereas the Statement Cycle ends the last calendar day of every calendar month. We charge the Monthly Maintenance Fee to support the various features offered by the Checking Account. See Section VII(B) (Overview of Checking Account).

## 18. Mobile App

“*Mobile App*” means NinjaCard’s mobile application made available to you by the Program Manager on application platforms such as Apple’s App Store® and Google Play®. You

may securely manage your Account and otherwise obtain information regarding your Account using the Mobile App. When downloading or using the Mobile App, your mobile carrier’s message and data rates may apply.

## 19. NinjaCard®

“*NinjaCard®*” is the technology brand that operates the [www.ninjacard.com](http://www.ninjacard.com) website and delivers two sets of financial services: (a) FlexBanking™, which is provided by us and includes the Checking Account, Savings Account, and Debit Card; and (b) FlexLine™, which is the optional LOC provided by a separate entity. The LOC lender is not us. The lender is disclosed in the LOC agreement you enter into independent of us. All NinjaCard® financial services can be managed from your Online Account and the Mobile App.

## 20. Online Account

“*Online Account*” means your secure online account, accessible via the NinjaCard® website at [www.ninjacard.com](http://www.ninjacard.com), from which you can manage your Account, Debit Card, and all other FlexBanking™ services. Additionally, if you open an optional FlexLine™ with the independent LOC lender, then this information will be accessible through the same online system.

## 21. Program Manager

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

## 22. Republic Bank of Chicago, We, our, and Us

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

## 23. Savings Account

“*Savings Account*” means the interest-bearing account opened on your behalf as a companion account to the Checking Account.

## 24. Schedule of Fees

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

## 25. Spending Account

“*Spending Account*” means the non-interest-bearing demand deposit account tied to your Debit Card. Also referred to in this Agreement and other disclosures as *Checking Account*.

## 26. Statement Cycle

“*Statement Cycle*” means the Account Statement period, which is a calendar month period ending on the last day of every calendar month the Account is open. If the Account is closed during the calendar month, then the ending date of the Statement Cycle will be the closing date of the Account.

## 27. Truth-in-Savings Disclosure

“*Truth-in-Savings Disclosure*” means our disclosures provided under the Truth-in-Savings Act requirements. See Section XI of this Deposit Agreement, which, among other

Banking services provided by Republic Bank of Chicago, Member FDIC. The NinjaCard® Visa® Debit card is issued by Republic Bank of Chicago, pursuant to a license from Visa U.S.A. Inc., and may be used everywhere Visa® debit cards are accepted. NinjaCard, LLC is a financial technology company, not a bank

information, describes the interest we pay on your Savings Account.

## **B. First Appearance in Remainder of Deposit Agreement**

Additional capitalized terms used in this Deposit Agreement are defined below. These defined terms apply to your Account with us.

### **1. Access Device**

“*Access Device*” means, collectively, your Debit Card, PIN, Login Credentials, mobile device, computer, and any other code or device you use to access your Online Account and the Mobile App.

### **2. ACH**

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

### **3. Actual Balance**

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

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

### **4. Address of Record**

“*Address of Record*” means the street address of your primary residence, as we maintain it in our records. You provide your Address of Record when you submit an Account application. This address may be updated from time to time while your Account is open by either: (a) your self-service updates, completed through your Online Account or the Mobile App; or (b) any information we may obtain directly from you (*e.g.*, via a customer service call). You may not submit a post office box as your Address of Record, and you agree to update your Address of Record within 10 days of moving or changing your primary address.

### **5. Arbitration Opt-Out Notice**

“*Arbitration Opt-Out Notice*” means the written notice you must send us— within 60 days after depositing funds in the Account or activating the Debit Card, whichever is sooner—to exercise your right to reject arbitration as the exclusive means to settle disputes arising from or relating to our relationship. See Section XX(B) (Your Right to Reject this Arbitration Agreement).

## **6. Arbitration Party**

“*Arbitration Party*” means: (1) you and your successors, assigns, trustees, or representatives; and (2) Republic Bank of Chicago and the Program Manager, together with the respective successors, assigns, trustees, affiliates, owners, directors, officers, employees, representatives, or agents of Republic Bank of Chicago and the Program Manager. See Section XX(A) (Any Arbitration Party may elect to arbitrate a Claim).

## **7. ATM**

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

## **8. ATDS**

“*ATDS*” or “*Automatic Telephone Dialing System*” means equipment that has the capacity (a) to store or produce telephone numbers to be called, using a random or sequential number generator, and (b) to dial such numbers. When you submit an Account application, you will be asked whether you provide your prior express written consent for us to call or text your mobile phone number with the use of an ATDS or a prerecorded message. This consent, which we call Telephone Consumer Protection Act (TCPA) Consent, is optional, meaning you can submit a complete Account application on the NinjaCard® website, [www.ninjacard.com](http://www.ninjacard.com), whether you provide or decline TCPA consent in your Account application.

## **9. Business Day**

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

## **10. Change-in-Terms Notice**

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

## **11. CRA**

“*CRA*” means consumer reporting agency, as the term is defined in Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 *et seq.* To submit a complete Account application, you must provide written consent for us to query CRAs and non-CRA data vendors to verify your identity and your eligibility for an Account.

## **12. Damages**

“*Damages*” means all claims, penalties, causes of action, and damages—including but not limited to special, incidental, consequential, or exemplary (punitive) damages—arising from or relating to the Account, the Debit Card, or any other financial service we provide you for the use and maintenance of your Account. As detailed in Section XIX(B) (Limitation of Liability), you agree—to the maximum extent permitted by applicable law—to limit the Damages you may recover from a Claim to the sum of the fees you paid us under the Deposit Agreement



Banking services provided by Republic Bank of Chicago, Member FDIC. The NinjaCard® Visa® Debit card is issued by Republic Bank of Chicago, pursuant to a license from Visa U.S.A. Inc., and may be used everywhere Visa® debit cards are accepted. NinjaCard, LLC is a financial technology company, not a bank

in the 12 months before you asserted, or could have asserted, a Claim.

### **13. Deposit Cut-Off Time**

“*Deposit Cut-Off Time*” means 5:00 PM Central Time on a Business Day, as described further in Section XII (Funds Availability Disclosure).

### **14. Deposit Date**

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

### **15. Direct Deposit**

“*Direct Deposit*” means an ACH credit posted to your Account (e.g., wages from an employer or benefits from a government agency).

### **16. EFT**

“*EFT*” means electronic funds transfer. An EFT is transfer of funds that is initiated through an electronic terminal, telephone, or computer for the purpose of debiting or crediting your Account (i.e., POS, ATM, Direct Deposit).

### **17. Electronic Disclosures**

“*Electronic Disclosures*” means the legal agreements, disclosures, and communications that, by providing your E-SIGN Consent, you agree to receive electronically. These disclosures include, but are not limited to, this Deposit Agreement and all other disclosures, notices, or communications concerning your Account such as monthly Account Statements from us, our responses to claimed errors on Account Statements, our Privacy Policy, the Program Manager’s Privacy Policy, and all future changes to any of these materials.

### **18. E-SIGN Consent**

“*E-SIGN Consent*” means your consent to sign this Deposit Agreement, and related legal instruments, electronically and to receive disclosures and communications electronically. To open an Account with us, you must provide your E-SIGN Consent, the enforceability of which is governed by the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, *et seq.*

### **19. FAA**

“*FAA*” means the Federal Arbitration Act, 9 U.S.C. Sections 1-16, which governs the Arbitration Agreement set forth in Section XX (Arbitration Agreement).

### **20. FDIC**

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

### **21. Foreign Transaction**

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

### **22. IAT**

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

### **23. International ATM Withdrawal**

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

### **24. IRS**

“*IRS*” means the Internal Revenue Service.

### **25. JAMS**

“*JAMS*” means the Judicial Arbitration and Mediation Services, a firm that provides neutral arbitrators for consumer arbitration matters.

### **26. Legal Process**

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

### **27. Login Credentials**

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

### **28. MICR Line**

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

### **29. Modification Date**

“*Modification Date*” means the date that a change in the terms of this Deposit Agreement becomes effective. We may revise the Deposit Agreement from time to time in our sole discretion. By electronically signing this Deposit Agreement and continuing to maintain an Account with us, you agree to the most recent version of the Deposit Agreement, which we make available through your Online Account. When required by law, we will deliver a change-in-terms notice at least 30 days before the Modification Date.

### **30. Nacha Operating Rules**

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

### **31. OFAC List**

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

### 32. PII

“PII” or “*Personally Identifiable Information*” means information that identifies, or can be used to identify, a person. PII includes direct identifiers (e.g., name, social security number, address, phone number, or email address), indirect identifiers (i.e., information that can be used to identify a person when combined with other information, such as the person’s race, ethnicity, age, occupation, or geographic location), or biometric records (e.g., fingerprints, voice signature, or facial geometry). Before opening an Account, we encourage you to review our PII-sharing practices (see [Republic Bank of Chicago Privacy Policy](#)) and the Program Manager’s PII-sharing practices (see [NinjaHoldco, LLC Privacy Policy](#)). Also review the terms of use associated with your Online Account or the Mobile App for important information about our collection, storage, transmission, and use of PII. These terms of use are available on the NinjaCard® website, [www.ninjacard.com](http://www.ninjacard.com).

### 33. PIN

“PIN” means a personal identification number used in connection with your Debit Card to conduct POS and ATM transactions.

### 34. POS

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

### 35. Split Transaction

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

### 36. SSL

“SSL” means secure socket layer, which is the encryption technology we use to transmit data relating to the Debit Card and the Account.

### 37. System

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

### 38. TCPA

“TCPA” means the Telephone Consumer Protection Act of 1991, 47 U.S.C. § 227.

### 39. TCPA Consent

“TCPA Consent” or “*Telephone Consumer Protection Act Consent*” means the prior express written consent you may choose to provide under the TCPA when you submit an Account application on the NinjaCard® website, [www.ninjacard.com](http://www.ninjacard.com). This consent, which is optional, authorizes us to call or text your mobile phone number with the use of an ATDS or a prerecorded message.

### 40. TIN

“TIN” or “*Taxpayer Identification Number*” means your social security number or other certified U.S. taxpayer identification number. By opening an Account, you acknowledge and agree that you are a U.S. person or resident alien who as has provided us your correct TIN and backup withholding status.

### 41. TSR

“TSR” means the Telemarketing Sales Rule issued by the Federal Trade Commission, codified at 16 C.F.R. Part 310, under authority granted to the FTC by the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §§ 6101-6108.

### 42. UCC

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

### 43. UI

“UI” or “*User Interface*” means your device’s screen presentation of Electronic Disclosures, including your Online Account and the Mobile App. By opening an Account, you acknowledge and agree that you possess a device with a UI capable of viewing, printing, and storing the Electronic Disclosures as well and operating your Online Account and the Mobile App.

### 44. URL

“URL” or “*Universal Resource Locator*” means the field of your internet browser that shows the browser’s connection with a website. When you establish a secure connection with your Online Account, the URL should display a lock icon in the URL field. This lock symbol—together with a URL beginning “https” rather than “http,” with the “s” standing for “secure”—typically means that data will be encrypted when it passes between your browser and the website’s server.

## VI. IMPORTANT INFORMATION ABOUT ACCOUNT

### A. Account Ownership

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

### B. Responsibility for Fees

You agree to pay the charges as shown in the above Schedule of Fees. We will deduct the charges directly from your Account for applicable Account activity. We will not be liable for dishonor of any Item resulting from our deduction of any charges as authorized by this Deposit Agreement.

Fees assessed to your Account balance may bring your Account balance negative. If this occurs, then any subsequent deposits to your Account will first be applied to the negative balance and/or pending fees. We will close your Account if the balance remains negative for 60 consecutive days.



### C. Responsibility for Collection Costs

You are responsible for all obligations arising out of the ownership and maintenance of your Account, including all fees and charges incurred on the Account, the amount of any deposit items that were returned after being credited to the Account, and any losses arising from your breach of this Deposit Agreement or violation of applicable law. If you breach this Deposit Agreement or violate applicable law, then—to the maximum extent permitted by applicable law—you agree to pay the collection costs, **including reasonable attorney's fees**, we incur in enforcing our rights under this Deposit Agreement, including collecting unpaid sums.

### D. Receipt of Account Statements

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

### E. Duty to Review of Account Statements

#### 1. Duty to Report Unauthorized Transactions

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

To report an unauthorized transaction, contact us at:

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

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

#### 2. Duty to Report Errors

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

Statement containing (or omitting) the error to your Online Account).

To report an error, contact us at:

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

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

### F. Death or Adjudication of Incompetency

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

### G. Account Closure

We will close your Checking Account for inactivity if it shows no customer-initiated activity (that is, an ACH credit, ACH debit, purchase, cash withdrawal, cash remittance, or balance inquiry) for 90 consecutive days. If we close your Checking Account for inactivity, then we will also close your Savings Account.

During the period between the date an inactivity period listed above is met and the date we close your Account, we may, in our sole discretion, refuse a withdrawal or transfer from an Account if we cannot reach you in a timely fashion to confirm the transaction's authorization.

### H. Accounts Presumed to Be Abandoned

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

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

### I. Legal Process

We may accept, process, and comply with any writ of attachment, execution, garnishment, tax withholding order, or other levy, subpoena, warrant, injunction, restraining order, government agency request for information, or other legal process relating to your Account (collectively "*Legal Process*") that we believe (correctly or incorrectly) to be valid and binding.

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We may accept, process, and comply with Legal Process regardless of Republic Bank of Chicago's location, the method of service on us (including whether the law requires personal service), or where the records are stored.

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

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

#### **J. Our Right of Setoff**

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

Our setoff rights apply to money you owe to us, not money you owe to another financial institution.

#### **K. Our Notices to You**

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

#### **L. FDIC Insurance**

The FDIC, an agency of the United States government, insures funds in your Checking Account and Savings Account. Republic Bank of Chicago is a member of the FDIC. The deposit insurance limit is \$250,000 per depositor, per FDIC-insured financial institution, and per ownership category. FDIC insurance applies only to accounts held in the United States and its territories and possessions. As a result of the FDIC's deposit insurance rules, funds deposited to your Checking Account and Savings Accounts are insured, aggregately, up to \$250,000.

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

### **VII. DESCRIPTION OF YOUR ACCOUNT**

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

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

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

#### **B. Overview of Checking Account**

Your Checking Account is non-interest bearing, meaning we will not pay interest on your balance. You may make Direct Deposits to the Checking Account. You may also provide our routing number and the Checking Account number to a creditor or merchant (e.g., insurance agent, phone service) to authorize one-time or recurring ACH debit payments from the Checking Account. You may also transfer internally between the Checking Account and the Savings Account.

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

For all the features offered by the Checking Account and the attached Debit Card, we charge the Monthly Maintenance Fee listed in the Schedule of Fees.

As a general matter, we accrue and collect the Monthly Maintenance Fee on the first Friday of every calendar month the Account is open (*i.e.*, on each Analysis-Cycle Date). We begin accruing and collecting a Monthly Maintenance Fee after one full calendar month has elapsed following the Account-Open Date.

To collect a Monthly Maintenance Fee, we debit your Checking Account on the Analysis-Cycle Date. If your Checking Account balance is less than the fee amount, then your Checking Account will be drawn negative. In such case, you agree to immediately deposit the funds necessary to restore at least a \$0.00 balance in the Checking Account, and

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you acknowledge that we will close your Account if the balance remains negative for 60 consecutive days.

If (a) we close your Account for inactivity or at our discretion and (b) the Account was not funded as of such closure date (that is, the Account Shows no Direct Deposit or other credit entry), then we will waive any Monthly Maintenance Fees that are accrued but unpaid as of the Account closure date before we remit the Account balance, if any, to you.

### C. Overview of Savings Account

Your Savings Account pays interest on your balance as specified in the Truth-in-Savings Disclosure. See Section XI (Truth-in-Savings Disclosure). You may transfer funds between the Checking Account and the Savings Account. You may also make deposits or otherwise authorize credits to the Savings Account.

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

### D. Opening Your Account

Your Account can be opened online at [www.ninjacard.com](http://www.ninjacard.com). To open your Account, you must provide all of the personal information we require from you, pass the mandatory identity verification process, and accept the terms of our:

- E-SIGN Consent (authorizing our delivery of disclosures and legal documents in electronic format);
- FCRA Consent (authorizing us to obtain information about you from consumer reporting agencies and certain non-CRA data vendors); and

You must activate your Debit Card via your Online Account or, if you choose to download the application to your mobile device, via the Mobile App. There is no initial deposit required to open an Account.

### E. Tax Information

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

### F. No Check Writing Feature

**The Account is checkless, meaning you may not write checks drawn on the Account.** This limitation applies to written checks, checks by phone, preauthorized drafts, and any other Item that is presented to your Account as a check or draft. We will not provide checks when you open the Account, and you may not order checks for your Account from us or any other source. When providing Account and routing numbers to merchants to make a payment (whether in person, electronically, or over-the-phone), you need to ensure that the merchant is using the ACH system to process the transaction

as an electronic debit since ACH is an accepted form of payment for your Account. If the merchant processes a payment drawn on your Account as a check, then the check will be rejected and not paid. You may be charged a fee by the merchant if this happens and we will not be responsible for, or reimburse you for, any such fee.

### G. No Negative Balance Fees

**As a general matter, we will not pay any Item presented to your Account unless your Available Balance is sufficient to pay the Item.**

In certain limited instances, the balance in your Account may become negative. For example, on the Analysis-Cycle Date, your Checking Account balance may become negative if your balance is less than the Monthly Maintenance Fee that we debit on that date. Your Checking Account balance could also become negative if your Checking Account balance falls below the amount of a Debit Card transaction which was preauthorized with a merchant. **In any instance when your Checking Account becomes negative, we will not charge a negative balance fee but you agree to immediately deposit the funds necessary to restore at least a \$0.00 balance in the Checking Account. You also acknowledge that we will close your Account if the balance remains negative for 60 consecutive days.**

### H. Debit Card Functionality and Limitations

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

**Your Debit Card is attached to your Checking Account. It is not a credit card, gift card, or hybrid credit/debit card.**

## VIII. DEPOSITS TO YOUR ACCOUNT

### A. Your Deposit Methods

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

- Direct Deposit (e.g., wages from an employer or benefits from a government agency).
- Internal transfers between your Checking Account and Savings Account.

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

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



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

## B. Our Deposit Procedures

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

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

### 1. Provisional Credit

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

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

### 2. Posting Order of Debits

When posting Items presented to your Account, we first post deposits and then post withdrawals. We disclose our posting order for deposits in Section XIII(A)(1) (Deposit Date and Posting Order). We disclose our posting order for withdrawals in the next paragraph. Review this paragraph carefully because our order for posting debits could affect whether an Item is returned and whether you must pay a returned item fee to a third party that may impose such a fee for the return. **NOTE: You will never pay a returned item fee to us because we do not charge a fee for returning an Item presented to your account.**

After the close of each Business Day, we post withdrawals by transaction code in the following order: Debit Card debit (e.g., purchase), ATM withdrawal, then ACH debit. Within each transaction code, we post debits chronologically by time stamp. If a valid time-stamp is not available for one or more

debits, then these debits will be posted after the posting of all time-stamp-assigned items. Items without a time stamp will be posted in order of amount, starting with the lowest transaction first. This posting-order method is often called “low-to-high” posting.

Although we will generally post Items in the order described above, we reserve the right to change this posting order without notice to you and at our sole discretion. Additionally, with respect to individual Items, we reserve the right to determine which Items we will pay and which we will return.

## 3. Return of Deposited Items

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

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

You agree that we are not obligated to take any action or inaction to recover payment for a deposited Item that is returned to us. We will not be liable if debiting a returned Item to your Account results in insufficient funds to cover any other Items that may be presented for payment. If a returned deposit Item causes a negative balance of your Account, then you agree to immediately repay the negative balance amount. You also acknowledge that we will close your Account if the balance remains negative for 60 consecutive days.

## C. Setting Up Direct Deposit

To set up Direct Deposit, you must provide our Bank routing number and your Account number to the originator of the Direct Deposit. For assistance in identifying these numbers and in establishing Direct Deposit, please see the Direct Deposit instructions made available through your Online Account or the Mobile App. Additionally, we encourage you to contact our Customer Service for assistance in setting up Direct Deposit:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606

or  
[support@ninjacard.com](mailto:support@ninjacard.com)

or  
855-646-5242 (855-NINJA42)

After you set up Direct Deposit, we may, but are not obligated to, provide early credit to your Account for the Direct

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Deposits we receive. That is, we may, in our sole discretion, make Direct Deposit funds available in your Account prior to the originator's entry date on the ACH credit. We may review any ACH credit entry to determine whether the funds are due to you from the originator. If our handling of ACH credits is subject to local clearinghouse rules, then you specifically authorize us to handle those Items in accordance with the rules and regulations of the clearinghouse. Except as may be attributable to our failure to exercise ordinary care, we will not be liable for any dishonor resulting from the reversal of a credit or the return of a Direct Deposit.

#### **D. Minimum and Maximum Initial Deposit**

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

### **IX. TRANSACTIONS AND WITHDRAWALS**

#### **A. Generally**

Subject to the fees, daily transaction limits, and conditions described in this Section IX (Transactions and Withdrawals) and the Schedule of Fees, you may use your Debit Card at the places listed below.

- **Physical Merchant Location.** At a physical merchant location, you may use your Debit Card to make a PIN purchase or a non-PIN/signature purchase. Additionally, by selecting "Debit" and entering your PIN, you may get cash back when making a purchase at a physical merchant location.
- **Online Merchant Location.** At an online merchant location, you may use your Debit Card to make a non-PIN/signature purchase.
- **Telephone Merchant Purchase.** You may use your Debit Card to make a non-PIN/non-signature purchase.
- **ATM.** At an ATM, you may use your Debit Card and PIN to make a cash withdrawal or obtain your Account balance.

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

#### **B. Purchases and Disputes**

If the goods or services purchased with the Debit Card are delivered in a damaged, not-as-promised condition or not delivered, then you must resolve directly with the merchant—without our involvement—any dispute you have concerning the quality, quantity, safety, legality, delivery, or advertisement of the goods or services. In contrast, if a purchase is

unauthorized or fraudulent, then you may dispute the purchase by contacting us at:

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606

or

[support@ninjacard.com](mailto:support@ninjacard.com)

or

855-646-5242 (855-NINJA42)

#### **C. Split Transactions**

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

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

#### **D. Purchase Returns and Refunds**

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

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

#### **E. Foreign Transactions**

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

The System may consider a transaction occurring in a U.S. territory (e.g., Puerto Rico, U.S. Virgin Islands, or Guam) to be a Foreign Transaction. Consequently, a purchase made in one



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of these locations may be subject to our Foreign Transaction Fee. Even if a Foreign Transaction results in a credit because you return the purchased good or service, we will not refund the Foreign Transaction fee that we previously charged on your original purchase.

#### **F. Cash Withdrawals and Balance Inquiries**

You may use your Debit Card and PIN to obtain cash from an ATM or a POS device bearing an acceptance mark displayed by the card, if permitted by the merchant.

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

#### **G. International ATM Withdrawals**

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

#### **H. Internal Transfers**

You may use your Online Account or the Mobile App to transfer funds between your Checking Account and Savings Account held by us.

#### **I. Daily Limits for Purchases, Withdrawals, and Transfers**

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

#### **J. ACH Debits and Revocations**

You may authorize merchants or creditors to use our Bank routing number and your Account number to create one-time or recurring ACH debit drawn on your Account. You are responsible for maintaining an Available Balance sufficient to cover these ACH debit payments. The merchant or creditor may charge you a fee for the returned ACH debit.

If you have authorized a merchant or creditor to initiate a one-time or recurring ACH debit against the Account, then you should contact that ACH originator directly if you wish to revoke your payment authorization.

If you believe that any ACH debit or other Item that appears (or should appear) in your Account Statement is unauthorized or erroneous, then you must immediately notify us in accordance with Section XIII (EFT Disclosure and Error Resolution Notice).

#### **K. Stop Payment Orders**

You have the right to stop payment of preauthorized payments. To stop payment of a recurring payment to a merchant you have preauthorized to debit your Account, contact us at:

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

To stop payment of a preauthorized payment, you must give us a stop payment order at least three (3) Business Days prior to the scheduled payment date. This request will stop one recurring payment. To permanently stop payment of a recurring preauthorized payments to a specific merchant or creditor, you must: (1) give us a stop payment order at least three (3) Business Days before the next scheduled payment date; and (2) send us written confirmation of your stop payment order within fourteen (14) Business Days after you provided your initial notice. If your initial notice was only oral, not written, and we do not receive written confirmation of your stop payment order within this 14-Business-Day period, then we have no obligation to continue honoring your stop payment order for the recurring preauthorized transfer.

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

If you prefer, you may contact the merchant or creditor directly to cancel the recurring payment.

#### **L. International ACH Transactions**

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

#### **X. DEBIT CARD RIGHTS, PRIVILEGES, AND LIMITATIONS**

##### **A. PIN Protection**

You can use your Debit Card and PIN at POS terminals to make PIN purchases and at ATMs to make cash withdrawals.

When your Debit Card is delivered to you, you will be issued a PIN or given instructions for selecting a PIN. We encourage you to change your PIN from time to time as you would your Login Credentials. Keep your PIN secure and do not share it with anyone.

You are responsible for safeguarding your Account number, Debit Card number, and PIN. Do not write your PIN on your Debit Card. Do not keep your Account number, Debit Card number, PIN, or Login Credentials on any writing that you

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carry on your person or keep in proximity to your personal computer or mobile device. Instead, we recommend that you store this information on a reputable password-manager application to which only you have access.

If you believe that anyone has gained unauthorized access to your Account Number, Debit Card number, PIN, or Login Credentials, then you must immediately notify us in accordance with Section XIII (EFT Disclosure and Error Resolution Notice) to limit your liability for unauthorized EFTs

## **B. Authorized Users**

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

## **C. Replacement Cards**

Your Debit Card will have an expiration date, and we will automatically issue a replacement card at least one Statement Cycle before this expiration date at no cost to you. Additionally, we will issue a replacement card if you notify us that your Debit Card is lost, stolen, or compromised or if you request a replacement card for some other reason.

We will use a standard delivery method to provide the replacement card unless you request expedited delivery. For standard delivery of a replacement card, we charge no fee and the card will typically arrive within 7-10 Business Days. For expedited delivery of a replacement card, we charge the fee listed in the Schedule of Fees and the card will arrive within 3-5 Business Days. This expedited-delivery fee will be applied to your Account and will reduce the Available Balance.

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

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606

or

[support@ninjacard.com](mailto:support@ninjacard.com)

or

855-646-5242 (855-NINJA42)

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

## **D. Purchase Transactions**

Each time you make a purchase or withdrawal, you authorize us to reduce the Available Balance in your Account by the amount of the transaction plus all applicable fees, including any fees charged by a third party such as an ATM owner, network operator, or POS merchant. You acknowledge

and agree that we may not honor any Item presented to your Account if payment of the Item would create a negative balance. If we inadvertently pay such an Item or if a negative balance occurs for any other reason, then we are not obligated to pay any future Items that would create a negative balance. Additionally, you must immediately deposit the funds necessary to restore the Account to a balance of at least \$0. We will close your Account if the balance remains negative for 60 consecutive days.

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

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

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

## **E. Authorizations and Holds by Merchants**

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

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

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to a hold, then the value subject to the hold will not be available for other purposes.

F. Receipts

You should get a receipt at the time you make any transaction using your Debit Card (i.e., from the merchant or ATM). You agree to retain, verify, and reconcile your transactions and receipts with your Account.

G. Visa Zero Liability Policy

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

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

XI. TRUTH IN SAVINGS DISCLOSURE

A. Savings Account

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

1. Rate Information

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

Fees could reduce the earnings on the Savings Account. See Schedule of Fees.

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

2. Compounding and Crediting

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

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

3. Minimum Balance Requirements

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

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

4. Balance Computation Method

We use the daily balance method to calculate the interest on your Savings Account. This method applies a daily periodic rate to the principal in the Savings Account each day. Interest begins to accrue no later than the Business Day we receive credit for the deposit.

5. Savings Account Fees

See the Schedule of Fees for a list of the fees that may be assessed against your Savings Account.

6. Transaction Limitations

For a list of the maximum transaction amounts applicable to your Savings Account, please refer to Section XIII (EFT Disclosure and Error Resolution Notice).

Your Savings Account does not impose any requirement concerning the minimum or maximum number of transactions for any designated time period.

7. Bonuses

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

B. Checking Account

1. Minimum Balance Requirements

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

2. Checking Account Fees

See the Schedule of Fees for a list of the fees that may be assessed against your Checking Account.

3. Transaction Limitations

For a list of the maximum transaction amounts applicable to your Checking Account, please refer to Section XIII (EFT Disclosure and Error Resolution Notice).

Under Section VI(G) (Account Closure), your Checking Account will be closed if it shows no customer-initiated activity for a period of 90 consecutive days. If we close your Checking Account for inactivity, then we will also close your Savings Account. Except for this closure due to inactivity, your Checking Account does not impose any requirement concerning the minimum or maximum number of transactions for any designated time period.

4. Bonuses

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

XII. FUNDS AVAILABILITY DISCLOSURE

This Section XII (Funds Availability Disclosure) describes our policy for making funds deposited to your Account available to you. The Funds Availability Disclosure does not



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apply to Items drawn on financial institutions located outside of the United States.

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

We will not pay any Item presented against "unavailable funds" in your Account. Instead—consistent with our general policy of not paying any Item presented to your Account that would create a negative balance—we will return the Item presented against "unavailable funds." In such case, we will not charge a returned-Item fee (see Schedule of Fees), but a third party may charge you a fee for the returned Item.

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

### **1. Deposit Date and Posting Order**

We determine when deposited Items are considered collected or available for withdrawal based on the number of Business Days from the date we receive the deposit (the "Deposit Date"). The Deposit Date, in turn, depends on whether we receive the deposited Item on a Business Day.

Regardless of the deposit method (*i.e.*, internal transfer between your Checking Account and Savings Account or Direct Deposit) if we receive a deposit on a Business Day, then we consider that Business Day the Deposit Date. If we receive the deposit on a non-Business Day, then we consider the next Business Day the Deposit Date.

We post deposits by transaction code in the following order: Debit Card credit (*e.g.*, refund or adjustment), then ACH credit. Within each transaction code, we post credits chronologically by time stamp.

### **2. Funds Availability**

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

- Internal Transfers. Internal transfers between your Checking Account and Savings Account are available for withdrawal the same Business Day you initiate the transfer.
- Direct Deposits. We generally provide funds availability up to two days prior to the scheduled payment date for funds that are directly deposited to your Account. However, this early access to directly-deposited funds may not occur in all instances because funds availability depends on when the payer submits the payment file to us.
- Tax Refunds. Tax refund payments made by ACH are generally not available until the ACH network's actual settlement date.

## **B. Special Rules for New Accounts**

If you are a new Account Holder, then the following special rules may apply during the first 30 calendar days your Account is open.

- Electronic Direct Deposits received on a Business Day will be available for withdrawal on the same Business Day.
- Electronic Direct Deposits received on a non-Business Day will be available for withdrawal on the next Business Day.

## **XIII. EFT DISCLOSURE AND ERROR RESOLUTION NOTICE**

This Section describes the rights and responsibilities that each of us has for electronic funds transfers, including unauthorized transfers, to your Account.

This disclosure, for reasons of convenience, uses the singular term *Account* to refer to both your Checking Account and Savings Account, including the use of Your Debit Card to access funds in your checking Account.

### **A. Consumer Liability**

**Tell us AT ONCE if you believe your Debit Card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Debit Card. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account.** If you tell us within 2 Business Days after you learn of the loss or theft of your Debit Card, you can lose no more than \$50 if someone used your card without your permission.

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

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

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

If you believe your Debit Card has been lost or stolen, contact us at:

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

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

### **C. Business Days**

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

### **D. Transfer Types and Limitations**

#### **1. Account Access**

You may use your Debit Card to:

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

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

#### **2. Electronic Check Conversion**

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

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

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

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

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

- \$2,000 daily limit for signature/non-PIN purchases.
- \$4,000 daily limit for PIN purchases.
- \$310 daily limit for ATM withdrawals.
- Any number of daily internal transfers between your Checking Account and Savings Account up to the amount in the Account available for withdrawal.
- \$2,000 for card transfers (*i.e.*, account-to-account, non-ACH transfers).

### **E. Fees**

#### **1. Per Transfer Charge**

We do not charge for internal transfers you make to or from your Account or for Direct Deposits. See the Schedule of Fees for charges associated with other types of transfers.

#### **2. Fixed Charge**

For each withdrawal from an ATM that is not part of the NYCE network, we will charge you the ATM-withdrawal fee

listed in the Schedule of Fees. In addition to our fee, the ATM owner or network operator may charge a fee, even if you do not complete the transaction.

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

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

### **F. Confidentiality**

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

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

### **G. Documentation**

#### **1. Terminal Transfers**

You can get a receipt from the merchant, for Debit Card purchases, and from the non-proprietary ATM, for ATM transactions.

#### **2. Preauthorized Credits**

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

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

#### **3. Periodic Statements**

You will get a monthly Account Statement. Generally, this Account Statement will be a single statement that covers both the Checking Account and the Savings Account. Upon Account closure, however, we may issue separate Account Statements for the Checking Account and the Savings Account.

### **H. Preauthorized Payments**

#### **1. Your Right to Stop Payment**

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



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

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

## 2. Notice of Varying Amounts

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

## 3. Our Liability for Failure to Stop Payment

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

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

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

- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the merchant terminal was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

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

### J. ATM fees

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

### K. Error Resolution Notice

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

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

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

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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 from the date of notice to investigate and determine if an error occurred. 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.

For errors involving new Accounts, point-of-sale Debit Card transaction, or foreign-initiated transactions, we may take up to 90 days to investigate your notice of error. For new Accounts, we may take up to 20 Business Days to credit your Account for the amount you think is in error.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## XIV. ONLINE ACCOUNT AND MOBILE APP

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

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

### A. Online Account

Because you will receive disclosures and manage your Account through your Online Account, you must enroll in internet banking as a condition of opening an Account. To enroll in internet banking, visit [www.ninjacard.com](http://www.ninjacard.com) and follow

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the instructions provided there to establish your Login Credentials for your Online Account.

From your Online Account, you can manage your Account. If you open an optional LOC (not offered by us), you can also manage the optional line-of-credit from your Online Account access. You can review legal documents and disclosures relating to your Account, such as this Deposit Agreement and your Account Statements. Additionally, if you open an optional LOC, then you can review legal documents and disclosures relating to your LOC, such as the LOC Agreement, LOC periodic statements, and any autopay authorization you have elected to sign to make LOC payments. **IMPORTANT NOTE: We are not responsible and have no liability for any information disclosures, authorization, or agreement related to the optional LOC you obtain from non-affiliated financial institution.**

## B. Mobile App

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

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

## C. Features and Functionality

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

- View Actual Balance and Available Balance, including pending/upcoming transactions and recent/past transactions.
- Review, print, or download legal documents and disclosures such as Account Statements and this Deposit Agreement.
- Establish a Direct Deposit to your Account. After these features are set up, you may manage them through either your Online Account access or the Mobile App.
- Perform self-service Account maintenance such as changing your password.

## D. Our Security Precautions

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

- You can only access your Online Account with certain internet browsers that have a high security standard.

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

## E. Your Security Precautions

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

- Never share your Login Credentials with another person.
- After finishing a secure online session, close that session by logging out. Then close the browser tab or mobile application.
- Follow the password reset instructions on your screen if you change or forget your Login Credentials or become locked out. If you require technical assistance or suspect unauthorized access to your Account, contact us immediately at:

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

- Never leave your computer or mobile device unattended while you are logged in to your Online Account or the Mobile App.
- Verify that your browser has established a secure connection with your Online Account. To confirm how your browser indicates a secure connection, review the privacy and security disclosures associated with the browser. For example, your browser may display a lock icon in the uniform resource locator ("URL") field if it establishes a connection with a website that displays an SSL certificate. This lock symbol—together with a URL beginning "https" rather than "http," with the "s" standing for "secure"—typically means that data will be encrypted as it passes between your browser and the website's server.
- Use a reliable virus protection product to detect and remove viruses from all your Access Devices.

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

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

## **F. Limits on Service**

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

Your Online Account will be unavailable when we perform scheduled or unscheduled maintenance to the NinjaCard® website ([www.ninjacard.com](http://www.ninjacard.com)). For scheduled maintenance, we generally provide prior notice on the website and issue a maintenance alert by email if you have enabled this type of communication. No prior notice will be provided for unscheduled maintenance or for a circumstance beyond our control that renders your Online Account temporarily unavailable. See Section XIX(C) (Circumstances Beyond Our Control).

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

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

## **XV. AMENDMENT, ACCOUNT CLOSURE, AND TERMINATION**

### **A. Amendment**

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

Our legal obligation to deliver a CIT Notice, and the length of the notice period, will vary based on the subject matter of the change and whether the change diminishes your benefits, raises your costs, or limits your use of the Account. For example, we will be obligated to deliver a CIT Notice at least 30 calendar days before decreasing the APY of the Savings Account and at least 21 days before increasing the Monthly Maintenance Fee of the Checking Account or placing additional transaction limits on ATM withdrawals.

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

### **B. Our Right to Terminate**

We reserve the right to terminate this Agreement, close your Account, and cancel your Debit Card at any time, in our sole discretion, and without any prior notice to you. If we close your Account, then we will return your Account balance to your



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**Address of Record.** If the Account balance is insufficient to pay applicable fees and charges owed to us, then you will be liable to us for the unpaid amount until it is paid in full. Items presented for payment after Account closure may be dishonored.

### C. Your Right to Terminate

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

NinjaCard® Customer Service  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606

or

[support@ninjacard.com](mailto:support@ninjacard.com)

or

855-646-5242 (855-NINJA42)

### D. Account Closure

Upon the closure of your Account, we will return your Account balance to your Address of Record. If the Account balance is insufficient to pay applicable fees and charges owed to us, then you will be liable to us for the unpaid amount until it is paid in full. Items presented for payment after Account closure may be dishonored.

#### 1. Pairing Closure of Checking Account and Savings Account

If the Checking Account is closed, then we will simultaneously close the Savings Account. Similarly, if the Savings Account is closed, then we will simultaneously close the Checking Account.

#### 2. Account Obligations Surviving Account Closure

The closure of the Account does not affect any of our rights or your obligations arising under this Agreement prior to such closure. We will not pay any items presented to your Account after closure. If funds remain in the Account at closure, they will be returned to you as described in Section XV(D) (Account Closure).

#### 3. Arbitration Agreement Survives Account Closure

You expressly acknowledge and agree that the Arbitration Agreement set forth in Section XX (Arbitration Agreement) shall survive closure of the Account.

### XVI. CONSENT TO COMMUNICATIONS

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

#### A. Email

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

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

- To prevent others from seeing the communications between you and us, you must safeguard your email account, your electronic devices (e.g., mobile phone, laptop, or personal computer), and your Online Account and Mobile App credentials.
- You may not sell, transfer, or assign your email to others.
- You must notify us within 10 days if you change your email address of record.
- You must notify us immediately if you see unauthorized activity in your Account or if the security of your Online Account or Mobile App credentials has been compromised.

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

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

#### B. Call Monitoring and Recording

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

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

#### C. Optional TCPA Consent

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

We do not require you to provide TCPA consent as a condition of applying for or obtaining an Account with a Debit Card. Consequently, you can submit a complete Account application on the NinjaCard® website, [www.ninjacard.com](http://www.ninjacard.com), whether you provide or decline TCPA consent in your Account application.

If you do provide TCPA consent, then you agree that we may use an ATDS or a prerecorded message to call or text: (1)

Banking services provided by Republic Bank of Chicago, Member FDIC. The NinjaCard® Visa® Debit card is issued by Republic Bank of Chicago, pursuant to a license from Visa U.S.A. Inc., and may be used everywhere Visa® debit cards are accepted. NinjaCard, LLC is a financial technology company, not a bank

any mobile number you provide us, whether on the website, in the card application, or otherwise; and (2) any mobile phone number that we identify as yours by using data-appending services or other investigative methods. You further agree to notify us immediately if you change your mobile phone number or transfer that number to another person.

Your TCPA consent will continue until and unless you revoke that consent, which you may do by contacting us at:

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

#### D. Address of Record

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

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

#### E. Other Communications

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

Additionally, even if you have provided TCPA consent for calls and texts to your mobile number, we will not send short-code text messages to your mobile number unless you affirmatively opt-in to this type of marketing program. In short-code marketing, a business uses a 5- or 6-digit phone number to send text messages at scale. Generally, mobile-carrier rules

allow short-code marketing—by either SMS (texts with up to 160 characters and no attached file) or MMS (texts with a file containing richer content such as a picture, video, or website link)—only if the mobile-number receiver affirmatively opts-in to the sender’s short-code marketing program. We will not engage in short-code marketing unless we obtain a separate consent from you and otherwise meet the requirements of the mobile-carrier rules and applicable laws.

#### XVII. CONFIDENTIALITY

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

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

In addition to the disclosure instances listed above, note that we retain the Program Manager to act as our limited agent in administering the Account and the Debit Card. For this reason, the Program Manager will receive Account and transaction information, as may the Program Manager’s affiliates, employees, agents, representatives, attorneys, and accountants.

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



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## **XVIII. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

### **A. DISCLAIMER OF WARRANTIES**

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

WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE ACCOUNT, THE DEBIT CARD, THE NINJACARD® WEBSITE, YOUR ONLINE ACCOUNT, THE MOBILE APP, FLEXBANKING™ SERVICES, OR ANY OTHER FINANCIAL SERVICE ARISING FROM OR RELATING TO THIS DEPOSIT AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ACCOUNT, DEBIT CARD, ONLINE ACCOUNT, MOBILE APP, AND FLEXBANKING™ SERVICES ARE PROVIDED “AS IS,” WITH NO WARRANTIES.

### **B. LIMITATION OF LIABILITY**

THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION XVIII(B) APPLIES TO ALL CLAIMS, PENALTIES, CAUSES OF ACTION, AND DAMAGES—including BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY (PUNATIVE) DAMAGES—ARISING FROM OR RELATING TO THE ACCOUNT, THE DEBIT CARD, AND ANY OTHER FINANCIAL SERVICE WE PROVIDE YOU (COLLECTIVELY “DAMAGES”).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL DAMAGES LIABILITY OF REPUBLIC BANK OF CHICAGO AND THE PROGRAM MANAGER—AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, TRUSTEES, AFFILIATES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS—SHALL BE LIMITED TO THE SUM OF ALL FEES YOU PAID UNDER THIS DEPOSIT AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE YOU ASSERTED, OR COULD HAVE ASSERTED, A CLAIM FOR DAMAGES.

## **XIX. OTHER TERMS**

### **A. Governing Law**

#### **1. Arbitration Agreement**

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

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

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

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

### **3. Unclaimed Property Escheatment**

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

### **4. Other Deposit Agreement Provisions**

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

### **B. English Language**

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

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

### **C. Circumstances Beyond Our Control**

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

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

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

- A natural disaster, such as an earthquake, fire, flood, or tornado.
- A shelter-at-home order or similar government directive arising from civil unrest, war, terrorism, riot, theft, labor dispute, pandemic (e.g., COVID-19), or any other public emergency.

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- A legal constraint or regulatory order from a government agency with jurisdiction over us.
- The unavailability of a card network or the ACH system.
- The breakdown or failure any private or common carrier, communication or transmission facilities, or mail or courier service.
- Your breach of this Deposit Agreement, violation of applicable law, or negligent act or omission.

#### **D. Assignment**

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

#### **E. Waiver**

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

#### **F. Severability**

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

#### **G. Entire Agreement**

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

### **XX. ARBITRATION AGREEMENT**

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

In this Section XXI (Arbitration Agreement), the term “*Arbitration Party*” means: (1) you and your successors, assigns, trustees, or representatives; and (2) Republic Bank of Chicago, Member FDIC, NinjaCard, LLC, and the LOC lender (if you have applied for or opened an optional LOC in connection with the Debit Card), together with the respective successors, assigns, trustees, affiliates, owners, directors, officers, employees, representatives, or agents of Republic Bank of Chicago, Program Manager, and LOC lender. The term *Claim* is defined in the paragraph below.

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

arbitration must notify the other Arbitration Parties that arbitration has been elected.

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

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

NinjaCard® Arbitration Opt-Out  
27 North Wacker Drive, Suite 404  
Chicago, Illinois 60606  
or

[support@ninjacard.com](mailto:support@ninjacard.com)

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

#### **C. How Arbitration Works**

##### **1. What is Arbitration?**

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

##### **2. What is a Claim?**

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

### 3. What Rules Apply to Arbitration?

The arbitration will be governed by the consumer arbitration rules of the Judicial Arbitration and Mediation Service (“JAMS”). If JAMS is not available within 100 miles of your residence (“*Your Local Area*”) or at the time you assert a Claim, then you may select any other neutral arbitration service that arbitrates consumer claims in Your Local Area.

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

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

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

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

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

### 5. Is Class Arbitration Allowed?

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

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

We will pay our share of any arbitration fees. If you are unable to pay your share of the costs of arbitration, then your arbitration fees may be waived by JAMS. If your properly submitted request to waive the arbitration fees is denied, or if the arbitration service you have selected does not have a waiver procedure, then we will, at your request, pay your share of the arbitration fees. You and we each agree to pay our own expenses for attorneys’ fees, experts, and

witnesses, unless applicable law gives you or us the right to recover any of those expenses from the other.

### 7. What Law Applies?

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

### D. Other Arbitration Terms

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

### E. CLASS ACTION WAIVER

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