

# EVOLVE BANK & TRUST

## EquityZen Advisors LLC

### CONSUMER SAVINGS ACCOUNT AGREEMENT

This agreement is effective as of 11/21/2018.

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#### 1. SAVINGS ACCOUNT AGREEMENT AND DISCLOSURES

This agreement contains the Consumer Savings Account Agreement (the "Agreement") for the interest bearing savings account ("**Savings Account**" or "**Account**") made available to eligible consumers by Evolve Bank & Trust (the "**Bank**"), member of the Federal Deposit Insurance Corporation ("**FDIC**") on behalf of EquityZen Advisors LLC, ("**Platform**"). Platform is the program partner responsible for managing the Savings Account and providing customer service to you. "**We**", "**our**", and "**us**" refer to the Bank, our successors, affiliates, or assignees. "**You**" and "**your**" refer to the owner of the Savings Account.

You may submit a request to open a Savings Account at the Platform website at <https://equityzen.com> (the "**Website**") or by using the Platform mobile banking application (the "**Mobile App**"). The Savings Account is not designed for business use, and we may close the account if we determine it is being used for business purposes. We may refuse to process any transaction(s) we believe may violate the terms of this Agreement or applicable law.

Business Days: Our business days are Monday through Friday, excluding federal holidays.

#### Privacy Policy

Our privacy policy is available at <https://equityzen.com/privacy> and is considered part of this Agreement.

#### 2. SAVINGS ACCOUNT BASICS

##### Who is eligible for a Savings Account

The Savings Account is available only to citizens and permanent residents of the fifty (50) United States ("**U.S.**") and the District of Columbia who are at least 18 years of age with a valid Social

Security number. You must agree to accept electronic, rather than paper statements. This means; (i) you must keep us supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (like end-of-year tax forms and electronic statements) as provided in the Consent to Use Electronic Signatures and Communications and Statements Section below.

We may use information from third parties to help us determine if we should open the Savings Account.

### Opening a Savings Account

#### **Important information about procedures for opening a new Savings Account.**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Savings Account. What this means for you: When you open a Savings Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents.

### The Savings Account

The Savings Account consists of the interest-bearing online savings account used to hold your deposits and make limited amount of Online Transfers (as defined below).

### Titling and Ownership

A Savings Account may only be owned and titled in the name of one (1) person who shall solely retain the right to direct the deposit or transfer of funds. The Savings Account cannot be owned or titled jointly, by an organization, as Payable on Death ("**POD**") or "In Trust For" ("**ITF**").

### Death or Incapacitation

You or your appointed party, designee, or appointed individual agree to notify us promptly if you become legally incapacitated, are deemed incompetent, or die. We will continue to accept deposits and process transaction instructions into and from the Savings Account until we are: (a) notified of your death or adjudication of incompetency and (b) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death we may pay or process transactions involving the Savings Account on or before the date of death for up to ten (10) days after that date unless ordered to stop by someone claiming interest in the Savings Account. We may require additional documentation to confirm any claims made on the Savings Account.

### Power of Attorney

We may but are not required to, honor your orders and instructions to give another person authority to make transactions on your Savings Account by giving power of attorney to another individual. The account owner and person executing power of attorney over a deposit account is known as the "**Principal**." The person granted Power of Attorney for the Principal is known as the "**Agent**." We may refuse to accept a power of attorney for reasonable cause, and we may require the

Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible to provide us with any information if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until a) we receive written revocation from the Principal; b) we receive written notification of the Principal's death, or c) we receive written notification of the death or incapacity of the Agent.

### Our Relationship With You

This Agreement and the deposit relationship do not create a fiduciary relationship with Bank.

### **3. GENERAL RULES GOVERNING THE SAVINGS ACCOUNT**

The Savings Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Savings Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Tennessee except to the extent governed by federal law.

### Linking External Accounts

If enabled by Platform for your Savings Account, we may enable you to link an account with Bank or an external account at a third party financial institution to for Online Transfers between your linked account(s) and your Savings Account.

If enabled by Platform, you may link your account(s) with your Savings Account for Online Transfers by logging into your financial institution on Platform's Website or Mobile App, or by providing the account and routing details for such account and verifying the two (2) micro deposits we send to your linked account the next business day. By linking your external account to your Platform Account, and by subsequently logging into your external account(s) through the Platform Website or Mobile App, you authorize us to view your account history and profile, including, but not limited to, your account and routing details, authentication details, balance, transaction history, contact information, and other related information made available by such external financial institution. By logging into your external account, you understand this information may be used to transact on your behalf and perform other services subject to our privacy policy. We are not responsible for any acts or omissions by the external financial institution or other provider of any aggregated external bank account, including, without limitation, any modification, interruption, or discontinuance of any aggregated external bank account by such financial institution, service provider or Platform Website and Mobile App.

### Limits on Online Transfers from your Savings Account

Federal regulations limit the number of Online Transfers from the Savings Account to six (6) per statement cycle. Any transfers initiated from the Savings Account to an external linked account after the sixth transfer via the Website or Mobile App will be blocked until the start of the next statement cycle. At the beginning of the next statement cycle, access to transfer from the Savings Account will be restored to six (6) for that cycle.

#### Account Funding with Direct Deposits

If enabled by Platform for your Savings Account, your Savings Account number and bank routing number may be used for the purpose of initiating direct deposits to your Savings Account. The recipient's name on any direct deposit(s) we receive must match the name of the Platform account holder. Any direct deposits received in a name other than the name registered to the Savings Account will be returned to the originator.

**IMPORTANT:** If your Savings Account number changes, you must immediately notify the depositor of funds. You must provide them with the new Account number to ensure that the funds are properly credited to your Savings Account.

#### Account Funding with Cards

If enabled by Platform for your Savings Account, you may fund your Savings Account with your debit or credit card. To fund your Savings Account using a credit or debit card as your funding source you must have either (i) a credit card issued by a U.S.-based bank or financial institution bearing the trademark of MasterCard International Inc. ("**MasterCard**"), Visa Inc. ("**Visa**"), American Express Travel Related Payment Services Company, Inc. ("**American Express**"), or DFS Services, LLC ("**Discover**"), or (ii) a valid debit card issued by a U.S.-based bank or financial institution bearing the Visa, MasterCard or Discover logo. You may not use prepaid cards or gift cards with your Savings Account.

Please keep your card account information current. If your card account number changes or your card expiration date changes, we may acquire that information from our financial services partner and update your account accordingly.

You may dispute a payment made via your Savings Account with your card issuer if you used a debit or credit card to fund your payment. Your rights with the card issuer may be broader than those available under this Agreement.

#### Problems That Could Occur with Deposits

Overpayments and Reversals. If funds are deposited or transferred into your Savings Account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit from your Savings Account without prior notice to you. If there are not enough funds in your Savings Account at that time, your Savings Account could become overdrawn. See the "No Overdrafts" and "Right to Set Off" sections below for more information about what could occur if your Savings Account has a negative balance.

#### No Deposits in Cash, Paper Checks or Foreign Currency

We are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us.

- Cash - We do not accept deposits made in cash. If you mail a cash deposit, the cash will be sent back to the address we have for you on file.
- Paper Checks - Personal checks, cashier's checks, and money orders may not be deposited by mail. All checks and money orders sent to us for deposit will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be deposited to the Account at our discretion.
- Foreign Currency - We do not accept deposits in foreign currency. Any deposits received in foreign currency, cash or check, will be sent back to the address we have for you on file.

### No Overdrafts

You are not permitted to overdraw your Savings Account. If the available balance in your Savings Account is not sufficient to cover any payment or withdrawal you have authorized, we may refuse to process the payment or withdrawal. If your Savings Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Savings Account has a negative balance for an extended period of time and you have another account with us, we reserve the right to exercise our right to set off. See the "Right to Set Off" section below for details. If your Savings Account has a negative balance for ninety (90) calendar days or more it will be closed. In the event you fail to pay the amount of any overdraft and we refer your overdrawn account to an attorney for collection, you agree to pay all reasonable expenses, including, but not limited to, reasonable attorney's fees and court costs incurred by us as a result of your account being overdrawn.

### Right to Set Off

If the balance of your Savings Account should become and then remain negative for fifteen (15) days, the funds, if any, in your Savings Account may be used to repay the negative balance. This means we have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to us, now or in the future. We will notify you if we have exercised our right to set off.

### Legal Processes Affecting Savings Accounts

If legal action such as a garnishment, levy or other state or federal legal process ("**Legal Process**") is brought against the Savings Account, we may refuse to permit (or may limit) transfers from it until the Legal Process is satisfied or dismissed. Regardless of the terms of such garnishment, levy or other state or federal process, we have first claim to any and all funds in your Savings Account. We will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as we determine to be appropriate in the circumstances without liability to you, even if any funds we may be required to pay out leaves insufficient funds for a transfer you have authorized. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to any Legal Process affecting your Savings Account. We may charge these expenses to your Savings Account. You will indemnify us for any losses if we do this.

### Account Inactivity and Escheatment

For purposes of this paragraph, customer-initiated activity includes any Online Transfers you make to or from the Savings Account. Additionally, a Savings Account that is inactive for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment and we may be required to send the balance in your Account to the state of your last known address. We will make all reasonable efforts to contact you before transferring the remaining balance of your Account to the applicable state. For an Account with an international address, the funds will be transferred to the State of Tennessee.

### Consent to Use Electronic Signatures and Communications and Statements

Your Consent. To the fullest extent permitted by law, this Agreement, account statements, notices and other communications (collectively, "Communications") from us to you regarding your account(s) and related services with us may be provided to you electronically, and you consent and agree to receive those communications in an electronic form. Electronic Communications may be posted on the pages within the Platform Website and/or delivered to your email address. You may print a paper copy of or download any electronic communication and retain it for your records. All Communications in electronic format will be considered to be "in writing," and to have been received on the day of posting, whether or not you have received or retrieved the Communication. We reserve the right to provide Communications in paper format.

Your consent to receive Communications electronically is valid until you revoke your consent by notifying us of your decision to do so. If you revoke your consent to receive Communications electronically, Platform will terminate your right to use the Platform Website and/or Mobile App or to obtain or maintain Platform account(s) and related services, and you accept sole liability for resulting from an involuntary termination of your Savings Account(s) and related services, to the extent permitted by law.

Except as expressly provided otherwise in this Agreement, we will mail, send electronically, or otherwise make Communications available to you. Please review promptly all Communications we deliver or make available to you. If Communications are mailed to you, they will be delivered to you at the postal address shown in our records. If Communications are sent to you electronically, they will be delivered to you at the email address shown in our records or otherwise made available to you on the Platform Website and/or Mobile App. However, we retain printable versions of your account statements for seven (7) years, or longer periods as may be required by applicable law. You agree to give Platform notice of any change of your postal or email address. Any account owner or authorized signer of a joint account may change the mailing address for your Account. Notice to any one account owner shall constitute notice to all joint account owners in a joint account.

### Statements

Statements will be sent to the email address you provided upon opening your Savings Account, or we otherwise be made available to you on the Platform's Website or Mobile App on periodic basis at approximately monthly intervals if you have transacted on your account or quarterly if no transactions have occurred unless we specify to you another interval period when you open your account or thereafter. The Savings Account statement will describe each item by item number (where appropriate), amount, and date of debit or credit. If applicable to your Account, images of

checks on your Savings Account may be presented in the statements. If we comply with the foregoing provisions of this Section, you agree that the statement and items all have been made available to you in a reasonable manner. We will not be responsible for any indirect, special or consequential damages under any circumstances for our inability to provide copies of checks. Our liability, if any, will not exceed the face amount of the check in question.

Electronic statements are available to view and print on the Website or Mobile App (if available). Savings Account statements are considered to be correct. Carefully review your statement each statement cycle and notify us of any errors within sixty (60) days of your statement becoming available.

### Special Rules for New Savings Accounts

Savings Accounts open less than thirty (30) days or Accounts may be limited in functionality. Direct deposits and other funds credits to your Account may be given provisionally for a reasonable amount of time. Additionally, certain transfer limits may be lower during this time as indicated in the following Sections, "Account Funding," "Account Withdraws and Transfers," "Electronic Banking Services," and "ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS".

### Bill Pay via Checks

If enabled by Platform for your Savings Account, you will have access to the bill payments check feature (the "**Checks**") through the Mobile App or Website which allows you to authorize us to make bill payments on your behalf to third parties. You may not have access to the Checks until your Savings Account has been open for a minimum of thirty (30) days.

To initiate a bill payment using the Checks, you must provide the name and mailing address of each individual or company you wish to pay. Once a payment is authorized, the payment amount will be immediately deducted from your Account balance. Payments made using the Checks take the form of a paper check sent to the payee using standard U.S. Postal Service mail. Please allow three to nine (3-9) business days for delivery of the check. Payments can only be sent to addresses located within the fifty (50) states of the U.S. Check payments are processed daily by 9 AM Pacific Time. Check payments initiated after this time will be processed the next business day. Platform reserves the right to refuse to process payments to any individual or company. If the decision is made to refuse a payment, Platform will notify you on or before the next business day.

Checks may be refused or returned by the individual or company to whom the payment was issued. The determination to accept this method of payment is at the discretion of the recipient. The U.S. Postal Service may also return payments in cases of expired or invalid addresses. If the Check payment is returned for any reason, the payment will be voided and the full amount credited to your Account the next business day.

Uncashed Checks: Uncashed Checks are voided after 180 days. Funds from voided checks will be credited to your Savings Account after such time period.

Cancelling a Check payment: You may cancel a single Check payment as long as it has not been presented for payment by contacting Platform at support@equityzen.com. Funds from any cancelled check will be credited to your Savings Account on the next available business day.

Liability for failure to stop payment of a Check payment: If you request cancellation of a Check payment within three (3) three business days or more before it is scheduled to be made, and we do not cancel it in time, we will be liable for your losses or damages.

### Illegal Transactions

You may not use your Savings Account for online gambling, any illegal transaction or for car rental transactions. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law. You acknowledge and agree that we have no obligation to monitor, to review or to evaluate the legality of your transactions. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if that transaction is determined to be illegal.

## **4. ELECTRONIC FUNDS TRANSFER DISCLOSURES AND SPECIAL TERMS AND CONDITIONS**

Your Savings Account number and bank routing number can be used for the purpose of initiating direct deposits ("**ACH Credits**") to your Account. If enabled by Platform, we may offer same-day ACH Credits for your Savings Account. This means you may receive ACH Credits within one (1) business day.

Note: The recipient's name on any direct deposit(s) or ACH Credit(s) we receive must match the name on the Savings Account. Any direct deposits received in a name other than the name registered to the Account will be returned to the originator.

**No Third Party ACH Debits.** We do not currently accept third party ACH debits on your Savings Accounts; however, we reserve the right to offer these services to you in the future or accept a request for ACH debit request per the terms of this Agreement.

### Limits on ACH Transactions

Cut-off Time - The cut-off time for scheduling next day ACH transfers is 4:00 P.M. Pacific Time. The cut-off time for scheduling same day ACH transfers (if enabled on your Account) is 9:00 A.M. Pacific Time. Any next day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day. Any same day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled as next day ACH transfer. In some circumstances, transactions may be delayed for risk or compliance reasons.

### Electronic Funds Transfer Services

The following terms are used to describe Electronic Funds Transfer ("**EFT**") services. "**Automated credits**" or "**direct deposits**" are deposits made to your Account by electronic means. "**Automated payments**" indicate payments authorized by you to be made from your Account by electronic means.



When you authorize transfers to or from your Savings Account, you agree to these terms and conditions.

#### *Types of Electronic Funds Transfers Available*

- You may arrange with another party, such as your employer or a government agency, to electronically deposit funds on a one-time or recurring basis directly to your Savings Account.

#### *Limitations on Transfers, Amounts and Frequency of Transactions*

- Limits as detailed in the Sections titled "Account Funding" and "Account Withdraws and Transfers agreement."

#### *Right to Receive Documentation of Electronic Funds Transfers*

- Statements. You will have access to an electronic monthly statement that can be viewed on the Website or Mobile Apps (if available).
- Direct Deposits or Automated Credits. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, call us at 877 490-6121 or email us [support@equityzen.com](mailto:support@equityzen.com) to find out if the deposit has been made.

#### *Right to Stop Payment of Preauthorized Transfers and Procedures for Doing So*

If you scheduled a one-time ACH transfer or recurring ACH transfers using a written authorization form, you may be able to stop any of these payments. Here's how:

To stop a recurring ACH transfer you preauthorized through Platform and are unable to cancel the transaction on the Website or Mobile App, please email us at [support@equityzen.com](mailto:support@equityzen.com) to request cancellation of the recurring payment.

To stop payment, first try to cancel the transaction on the website or Mobile App; and, if you are unsuccessful, call us at 877 490-6121, write us at 45 West 27th Street, Suite 200 New York, NY 10001, or email us at [support@equityzen.com](mailto:support@equityzen.com). Your request to stop payment must be received at least three (3) business days before the payment is scheduled to be made. Such a stop payment request will cancel a single, i.e. one (1) recurring payment. If you want to permanently stop all recurring payments to a specific receiver of a transfer you will be required to put your request in writing and send it to [support@equityzen.com](mailto:support@equityzen.com) within fourteen (14) days after your notification to stop such payments. You will need to tell us; the name of the payee, the dollar amount of the payment and the date of the payment. If written stop payment notification is not received within fourteen (14) days, the payment in question will be honored as originally authorized and future payments will not be permanently stopped.

#### *Notice of Varying Amounts*

If the recurring ACH transfers you make might vary in amount, the Platform will tell you the transfer date and the amount of the transfer ten (10) days before each payment is scheduled to take place. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set).

### *Liability for Failure to Stop Payment of Preauthorized Transfer*

If you order Platform or us to stop a preauthorized payment three (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.

### Your Liability for Unauthorized Transfers

Contact us as once if you believe your Account number has been stolen. Telephoning is the best way to minimize your possible losses. If Account number has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, call 877 490-6121 or email support@equityzen.com. If you notify us within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Account without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Account number and we can prove that we could have stopped someone from using your Account without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors". If you do not notify us within sixty (60) days after you become aware of the transaction(s) and/or the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking value if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If your Account number has been lost or stolen, we will close Account to keep losses down or issue you a new Account number.

### Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction between your Savings Account and your linked account on time or in the correct amount according to our Agreement with you; 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 funds available in your Savings Account to complete the Online Transfer;
- If access to your Savings Account or linked account has been blocked after you reported your Savings Account number or linked account number lost or stolen;
- If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, or computer communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- Any other exception stated in our Agreement with you.

### Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, call us at 877 490-6121, write us at 45 West 27th Street, Suite 200 New York, NY 10001, or email us at [support@equityzen.com](mailto:support@equityzen.com) if you think your statement is wrong or if you need more information about a transaction listed in the statement. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically accessed your Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by accessing your account on the Website or Mobile App (if available), calling us at 877 490-6121 or email us at [support@equityzen.com](mailto:support@equityzen.com).

You will need to tell us:

- Your name, email address associated with your Savings Account and Savings Account number (if any);
- Why you believe there is an error, and the dollar amount involved; and
- Approximately when the error took place.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Account.

For errors involving new Accounts, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documentation used in the investigation may be obtained by contacting us at the phone number or address shown at the beginning of this section. If you need more information about our error-resolution procedures, call us at 877 490-6121, email us at [support@equityzen.com](mailto:support@equityzen.com), or visit the Website.

## **5. General Funds Availability Policy**

Information contained in this section is provided to assist you in understanding our Funds Availability Policy.

We make funds available according to the type of deposit and when the funds are applied, or credited to your Savings Account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your Savings Account, you may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers or payments or check payments during the hold period. We have the right to refuse any deposit.

If final payment is not received on any item you have deposited into your Savings Account, or if any direct deposit, ACH transfer is returned to us for any reason, you agree to pay us the amount of the returned item.

### Availability

The length of the delay in the availability of funds varies depending on the type of deposit.

### Business Days

The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your Savings Account. For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included. Deposits received by midnight Central Time will be considered current-day deposits. Any deposits received after that time will be processed the following business day.

### Same Day Availability

Funds received from preauthorized electronic payments such as payroll direct deposits, or other preauthorized electronic payments will be available on the day the deposit is applied to your Account.

ACH Credits received from an external bank account will be applied to the Account when we have verified the external account and received payment on collected funds. Once the funds are applied to the Savings Account, they will have same day availability.

### Longer Availability

Electronic transfers depositing into the Savings Account initiated through the Mobile App or Website may take up to five (5) business days from the date of the initial request, but will post on the payment date of the deposit once the money has reached the Bank and/or Platform.

## **6. TRUTH IN SAVINGS DISCLOSURES**

### Opening Deposit and Balance Requirements

There is no minimum deposit requirement to open a Savings Account. While there are no minimum or maximum balance requirements, a Savings Account with a zero (0) balance for nine (9) continuous months will be subject to closure. See the paragraph labeled "Amendment and Cancellation" below for additional details.

### Rate Information

The current interest rate and Annual Percentage Yield ("**APY**") for the Savings Account appear in the Interest Rate Schedule shown below. This is a variable rate account. We may, at our discretion, change the interest rate and APY for the Savings Account at any time. Interest begins to accrue no later than the business day the deposit is applied to the Savings Account. Interest will be compounded daily and credited to the Savings Account on a monthly basis.

As of 11/21/2018.

INTEREST RATE	ANNUAL PERCENTAGE YIELD (APY)
1.25%	1.25%

Savings Account interest is calculated using the daily balance calculation method. This method applies a daily periodic rate to the principle balance in the Savings Account each day. There are no minimum or maximum balance restrictions on the Savings Account.

#### Funds Availability

All Online Transfers are completed electronically. You will have immediate availability to your funds once they are transferred from the Savings Account to your linked account or from the linked account to the Savings Account unless notified otherwise by Platform.

### **7. OTHER AGREEMENT TERMS**

#### Indemnification

At our request, you agree to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

#### No Warranty of Availability or Uninterrupted Use

From time to time, services related to the EquityZen Advisors LLC, and the Savings Account may be inoperative. When this happens, you may be unable to access the Website, and you may be unable to use the Savings Account or obtain information about the Savings Account. Please notify us if you have any problems using the Savings Account or Website. You agree that except as required by applicable law, we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

#### Limitation of Liability

Except as required by applicable law, we shall have no liability to you if we are unable to complete a transaction for any reason beyond our control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer your Savings Account and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the your Savings Account, any products or services purchased using Account, or this Agreement (as well as any related or prior agreement you may have had with us).

### English Language Controls

Any translation of this Agreement is provided for your convenience. The meaning of the terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

### Customer Service

For customer service or additional information regarding your Savings Account, please contact us at:

Call us at 877 490-6121

Email us at [support@equityzen.com](mailto:support@equityzen.com)

### Telephone Monitoring/Recording

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

### Amendment and Cancellation

Except as otherwise required by applicable law, we may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement at the Website, and any such amendment shall be effective upon such posting to the Website. The Agreement is also available on our Website. You will be notified of any amendment(s) in the manner provided by applicable law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, we may implement it without prior notice.

We may cancel or suspend your Savings Account or this Agreement at any time. You may cancel this Agreement by emailing [support@equityzen.com](mailto:support@equityzen.com) to close your Savings Account. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to cancellation.

If your Savings Account is cancelled, closed or terminated for any reason, you may request the unused balance be returned to you via ACH transfers or check (unless notified otherwise in writing by Platform) to one of your external accounts on our records. If your Savings Account is closed prior to the end of the statement cycle, any accrued interest earned for that cycle will be forfeited. For security purposes, you may be required to supply identification, external account, and address verification documentation prior to issuing a refund check. Allow fourteen (14) days for processing of such balance return. We may refuse to honor any checks issued on your Account which are presented to us for payment after your Account is closed. In the event the Platform's program is cancelled, closed, or terminated, Platform or we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Account balance, will be in the notice. We reserve the right to refuse to return any unused balance amount less than \$1.00

IMPORTANT: If you terminate your relationship with Platform, the Savings Account will automatically be closed. Upon closure, any remaining funds in the Savings Account per this section.

### Confidentiality

We may disclose information to Platform and other third parties about your Savings Account or the transactions you make:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Savings Account for a third party;
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- If you consent by giving us your written permission;
- To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- Otherwise as necessary to fulfill our obligations under this Agreement or as detailed in our Privacy Policy.

### Survival

All provisions of this Agreement shall survive the termination of this Agreement or closure of your Savings Account by either party for actions arising in connection with this Agreement or your Savings Account(s).

### Arbitration

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Account; iii) your acquisition of the Savings Account; iv) your use of the Savings Account; v) the amount of available funds in the Account; vi) advertisements, promotions or oral or written statements related to the Savings Account, as well as goods or services purchased with the Savings Account; vii) the benefits and services related to the Savings Account; or viii) transactions made using the Savings Account, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). The arbitration shall occur in Shelby County, Tennessee.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Savings Account, or any amounts owed on your Savings Account, to any other person or entity; or iv) closing of the Savings Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, EMAIL US AT [SUPPORT@EQUITYZEN.COM](mailto:SUPPORT@EQUITYZEN.COM) TO CLOSE THE SAVINGS ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.