

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

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

DETERMINING THE AVAILABILITY OF A DEPOSIT

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

The length of the delay is counted in business days from the date of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If we receive your deposit prior to the applicable cutoff time on a business day, we will consider that day to be the day of the deposit. However, if you make a deposit after the cutoff time or on a day that is not a business day, we will consider that the deposit was made on the next business day we are open. The cutoff time for paper checks is 2 p.m. ET. The cutoff time for Transfer Money and outgoing external transfers is 4 p.m. ET. The cutoff time for incoming wires is 6 p.m. ET. The cutoff time for mobile check deposit and debit card deposit is 7 p.m. ET. The cutoff time for ACH direct deposits and Green Dot(R) Reload @ the Register™ is 11 p.m. ET.

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

Same Business Day Availability

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

- Funds from electronic direct deposits, such as Financial Aid Refund or direct deposit payroll.
- Funds from electronic direct deposits
- Funds from ACH deposits
- Green Dot Reload @ the Register
- Wire transfers

Next Business Day Availability

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

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

However, we may place longer holds on certain items for other reasons (see Longer Delays May Apply, below).

Other Mailed Check Deposits

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

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

Mobile check deposits are subject to the provisions under the **Mobile check deposit Terms and Conditions section below.**

Money Order Guidelines

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

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

Transfer Money

To transfer the money as you request, we send instructions to the third-party bank via the ACH network to charge your other bank account. Because we do not know if you have sufficient funds at the third-party bank, we do not typically provide immediate availability. Unless longer delays apply, the balance will be available by the end of business on the third business day after the day on which the transfer is initiated. After initiating the Transfer Money request, your account statement will show the date funds are available for spending. Limitations on transfers are set for security reasons and are not disclosed for that reason.

LONGER DELAYS MAY APPLY

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

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

We will notify you by email if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the 7th business day after the day of your deposit. You may ask us if you need to know when a particular deposit will be available for withdrawal.

Electronic Fund Transfers: Your Rights and Responsibilities

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

Business Days:

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

ACH, Automatic and Preauthorized Transfers:

You may make arrangements to pay certain recurring bills or to pay for purchases made through the Internet or telephone from your Account. You may transfer funds between your checking account and savings account. You may originate outgoing external transfers. Certain limits may be imposed on the amount and frequency of outgoing external transfers or they may be altogether prohibited. These limits may change at our discretion, may be implemented without prior notice, and are not disclosed in detail for security reasons.

While there is no charge for transfers, you need to be aware that federal regulations have set the maximum number of preauthorized withdrawals to six (6) from your savings account in any statement period.

Electronic Fund Transfers Initiated By Third Parties:

You may authorize a third party to initiate electronic fund transfers between your Account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

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

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your Account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your Account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Debit Mastercard® Card Transactions

You may access your Account by Automated Teller Machine ("ATM") using your Debit Mastercard® card and your PIN (personal identification number) to:

1. Get cash withdrawals from your Account (you may withdraw no more than \$500.00 per day).
2. Get the Account balance of your Account (some of these services may not be available at all terminals).

Note: If you obtain cash from a bank teller, that bank may charge a fee. This fee is a third party fee and is not assessed by us.

If you use a non-First Carolina Bank ATM or non-Allpoint® Network ATM for a withdrawal, we will charge you a fee.

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

We also encourage you to check the ATM itself for any disclosed fees before withdrawing money. If you use a non-Allpoint Network ATM for a withdrawal, you may also be charged a fee by the ATM owner/operator, even if you do not

complete a withdrawal. You may also be charged a fee for a balance inquiry even if you do not complete a fund transfer. This ATM fee is a third-party fee amount assessed by the individual ATM operator and is not assessed by us. If you believe that we have incorrectly charged you a fee, you may file a fee waiver claim by logging in, clicking the FAQs logo in the header and then the "Email Support Team" tab.

Debit Mastercard® Card Point-of-Sale ('POS') Transactions

You may access your Account to purchase goods (in person, online or by phone), or to pay for services (in person, online or by phone) at any location that accepts Debit Mastercard®.

You may not exceed \$2,500.00 in POS Transactions per day with the Debit Mastercard® (PIN-based transactions may not exceed \$500.00).

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

All vehicle rental transactions must be made in-person and you must select "debit" and use your PIN (4 digits). These transactions will be limited to \$500.00, as noted above. If you select "credit", which requires your signature, (or if a merchant's system defaults to "credit") the transaction will be declined. Some merchants may choose not to accept PIN-based transactions in which case you may be unable to use your BankMobile Debit Mastercard® Card to reserve or pay for a vehicle rental reservation with those companies. If you choose to use your digital wallet as your payment method (Apple Pay(R), Google Pay(TM) or Samsung Pay), the transaction will also be declined. Online/e-commerce transactions are not supported for transactions that require your PIN.

Holds at Automatic Fuel Dispensers (AFD)

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

Internet Banking

You may access your Account by computer with your user ID and Password and internet access to vibe.bmtx.com to:

1. Get the account balance of your Account.
2. Get the account history for the last 2 months.
3. Make payments from your Account to third parties.
4. Order official checks.
5. Place a stop payment order.
6. Initiate an external transfer from an account you own at another Financial Institution.
7. Place a wire transfer request.
8. Request a Transfer Money from an account you own at another Financial Institution
9. Requests copies of statements, checks and deposited items.

Your username and password act as your signature to authorize any requested transactions through the online banking service. For transfer transactions, your request will only be completed if you have sufficient funds in the Account from which you wish to transfer funds and DUAL AUTHENTICATION. Limitations are set for security reasons and are not

disclosed for that reason. Transfers may be delayed based on the time of transaction and the type of transfer service you are utilizing to process the transfer.

Fees

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

ATM Operator/Network Fees

When you use a non-First Carolina Bank ATM or non-Allpoint Network ATM for a withdrawal, we will charge you a fee.

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

We also encourage you to check the ATM itself for any disclosed fees before withdrawing money. If you use a non-Allpoint Network ATM for a withdrawal, you may also be charged a fee by the ATM owner/operator, even if you do not complete a withdrawal. You may also be charged a fee for a balance inquiry even if you do not complete a fund transfer. This ATM fee is a third-party fee amount assessed by the individual ATM operator and is not assessed by us. If you believe that we have incorrectly charged you a fee, you may file a fee waiver claim by logging in, clicking the FAQs logo in the header and then the "Email Support Team" tab.

Charges Made in Foreign Currencies

If you obtain your funds or make a purchase in a currency other than the currency in which your Account was issued, the amount deducted from your funds will be converted by Mastercard International Incorporated into an amount in the currency of your Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date.

Personal Identification Number (PIN) and Passwords

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

Preauthorized Payments

If you have told us in advance to make regular payments out of your Account, you can stop any of these payments with timely notice to us. Contact us at the website, through or mobile application telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made.

Notice of varying amounts

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

Liability for failure to stop payment of preauthorized transfer:

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

Documentation Terminal transfer:

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

Statement:

Your statement will be available to you through vibe.bmtx.com or the mobile application. If you request, you may also receive a printed history of your Account by calling 1-877-327-9515 or through the website at vibe.bmtx.com or the mobile application.

Preauthorized credits:

If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at 1-877-327-9515 7 days a week from 8 a.m. to 11 p.m. ET to find out whether or not the deposit has been made.

Financial Institution's Liability:

Liability for failure to make transfers:

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

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

Customer liability:

Tell us AT ONCE if you believe your card/code has been lost or stolen, or if you believe that an Electronic Fund Transfer has been made without your permission. Contacting us through the website is the best way of keeping your possible losses down. If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, contact us via the website or the telephone number or address listed in this Agreement. If you tell us within two (2) business days after you learn of the loss or theft of your card/code, you can lose no more than fifty dollars (\$50.00) if someone used your card/code without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card/PIN and we can prove we could have stopped someone from using your card/PIN without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00).

Also, if your statement shows transfers that you did not make, including those made by card/PIN or other means, tell us at once. We must hear from you the latter of; sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared or 60 days from when your account history was first made available to you through the website, or you may not get back any money you lost after the sixty (60) calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Error Resolution Notice:

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

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, contact us via telephone at 1-877-327-9515 or write us at BM Technologies, Inc., Attn: Disputes, PO Box 278 Maple Shade, NJ 08052. We must hear from you the latter of; 60 days after we sent the FIRST statement on which the problem or error appeared or 60 days from when your account history was first made available to you through the website. 1) Tell us your name, card number, and account number (if any). 2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information. 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint in writing within 10 business days. We will tell you the results of our investigation within 10 business days (or 20 business days for a new account) after we hear from you and will correct any error promptly. If our investigation takes longer than 10 business days (or 20 business days, as applicable), we will credit your Account with any amount you believe to be in error, unless we do not receive your written complaint within 10 business days. In any event, we will investigate and correct any error which has occurred no later than 45 days after you have first contacted us. We may take up to 90 days to investigate your complaint for errors involving new accounts, point-of-sale, or foreign-initiated transactions. We will notify you the results within 3 business days after completing our investigation, and if we conclude that no error has occurred, we will send an explanation to you. If we have provisionally credited your Account during the investigation and determine that there was no error, you will be required to return any credit of funds you have received from us. You may ask for copies of the documents that we used in our investigation.

Confidentiality:

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

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

Contacting Us:

By US Mail: BM Technologies, Inc., PO Box 278 Maple Shade, NJ 08052

By Toll-free Telephone: 1-877-327-9515

By Internet: vibe.bmtx.com

Mastercard® Automatic Billing Updater Program

Your BankMobile Debit Mastercard® card is enabled with Mastercard Automatic Billing Updater (ABU). Mastercard requires that all financial institutions issuing credit and debit cards participate in this program. ABU is a service that participating merchants can use to retrieve cardholder account changes, like new debit card numbers. ABU will automatically and securely send your updated card number and expiration date to participating merchants that you have a relationship with when your replacement debit card is activated. Such merchants may include fitness clubs, online stores and online services etc., with whom you have set up automatic payments or have your card number stored for easy payment processing. The service reduces the chance of service disruptions on recurring debit card transactions when cards on file with a merchant change or expire. You should contact your merchant when there is a change to confirm as not all merchants participate in ABU. There is no charge for this service. To participate in this service, no action is necessary as all BankMobile Debit Mastercard® cards will be enrolled in ABU automatically, unless you request to opt-out your debit card from this service. To opt-out of ABU, please complete [this form](#) in its entirety for each applicable card. Retain a copy for your records and send the completed form by mail to the address below:

BM Technologies, Inc.
P.O. Box 278
Maple Shade, NJ 08052
Attn: Banking Operations / ABU Opt-Out

To opt out electronically, log into your account, navigate to the FAQ section and email the Support Team.

Please allow 1 business day for the processing of your Opt-Out request. You should receive a confirmation via email once the opt-out has been successfully completed.

Online Bill Payment Terms and Conditions

These terms shall be part of the Account Terms and Conditions and shall apply to any use of the Online Bill Payment Service offered by The Bank through its third party service provider, BM Technologies, Inc. ("Service").

Definitions:

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

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

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

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

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

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

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

Payment Scheduling:

When scheduling payments you must provide the correct information, such as the correct name, address, phone number or account information for the Recipient. Scheduled payments submitted before 1 p.m. ET on any given Business Day, will be processed on the same Business Day. Payments submitted after 1 p.m. ET will be processed on the next Business

Day.

Your first payment to a Recipient may be made by paper check. This applies to new Recipients as well as Recipients you have paid before and include one-time and recurring payments. After the first payment you will be able to determine if future payments to the Recipient will be sent via paper check or electronically.

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

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

The maximum transaction limit for bill payments is \$250,000.

The Service Guarantee:

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

Payment Authorization and Payment Remittance:

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

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

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

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

Payment Methods:

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

Payment Cancellation and Stop Payment Requests:

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

Limitation on Payments:

Payments to Recipients outside of the United States or its territories are prohibited through the Service. You also agree to use the Service for lawful payments only. Tax payments and court-ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event will the Service be liable for any claims or damages resulting from you scheduling of these types of payments. The Service guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from this type of payment. All research and resolution for any misapplied, misposted or misdirected payments will be your sole responsibility and not that of the Service.

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

Exclusions of Warranties:

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

Password and Security:

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

Services Fees and Additional Charges:

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

Alterations and Amendments:

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service will provide notice to you on the web or as required by law. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such changes. Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions

obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

Service Termination, Cancellation, or Suspension:

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

Disputes

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any marketing or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service communicates and the terms of this Agreement, the terms of this Agreement will prevail.

Miscellaneous

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

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

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

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

Contacting Us:

By US Mail: BM Technologies, Inc., PO Box 278 Maple Shade, NJ 08052

By Toll-free Telephone: 1-877-327-9515

By Internet: vibe.bmtx.com

Information About Substitute Checks (Check 21 Act)

What is a substitute check?

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

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

Substitute Checks and Your Rights

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

What are my rights regarding substitute checks?

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

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

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

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

How do I make a claim for a refund?

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

BM Technologies, Inc.
PO Box 278
Maple Shade, NJ 08052

Tel. 1-877-327-9515

Or, contact us via email by logging in to your account and clicking on the "FAQs" link.

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

Your claim must include:

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

Mobile check deposit Terms and Conditions

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

Definitions:

"You" and "your" means a person who uses the Service.

"We," "us" and "our" refer to Bank and its third party service provider, BM Technologies, Inc.

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

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

Mobile Device	Other
Apple® iPhone® iOS 12 or later	Must have at least a 3.2 megapixel rear-facing camera.
Android® Version 5.0 or later	Cellular or wi-fi data connection required. Carrier data rates may apply.

"Check 21" means the Check Clearing for the 21st Century Act.

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

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

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

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

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

Mobile check deposit:

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

Hardware and Software Requirements:

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

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

Any Capture Device that you use to transmit Images to us pursuant to these terms and conditions must be approved by us.

You are responsible for the security of the Capture Device, and for allowing its use only by individuals authorized by you. You agree to implement and maintain specific internal security controls to protect the Capture Device and customer information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time.

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

Image Quality:

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

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

Processing Images:

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

Limits:

BM Technologies, Inc. places daily limits on the dollar amounts of mobile check deposits that you originate through the Service. The aggregate amount of daily mobile check deposits may be limited to as little as \$500 or as much as \$3,000 under certain circumstances. These limits may change at our discretion, may be implemented without prior notice, and are not disclosed in detail for security reasons. If you attempt to initiate a deposit in excess of these limits, we may, at our sole discretion, reject your deposit(s) until your limits are no longer exceeded. If your deposit is rejected because you have exceeded your applicable deposit limits, you may also mail your deposit to us. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to these terms and conditions, and we will not be obligated to allow such a deposit at other times.

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

Deposit of other items; deposits when Service not available:

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

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

Returned Items:

You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD.

Handling of Transmitted Items:

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

For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentation of the Item by any other means. You agree to retain the Item until it has been credited to your Account, and thereafter to either destroy any Item of which you have transmitted an Image, or to otherwise render it incapable of transmission or presentation.

Errors:

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

Cooperation with Investigations:

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

Payment Processing:

Item Processing

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

Transmission of Items

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

Funds Availability

Funds deposited through mobile check deposit will be available on the 4th business day after the date of deposit, unless longer holds apply. We also may accelerate funds availability such as making the first \$225 of your deposits available the first business day after the day of deposit, based on factors such as the length of your relationship with us, transaction

and experience information, account history and such other factors as The Bank or its third party service provider BM Technologies, Inc., in its sole discretion, deems relevant. If we decide to accelerate availability of funds, we will not be obligated to do so at other times. Longer holds may apply based on circumstances including, but not limited to:

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

Representations and Warranties:

You make the following representations and warranties to us:

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

Indemnification and Limitations on Liability:

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

BM TECHNOLOGIES, INC. AND FIRST CAROLINA BANK SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL IN FEES YOU PAID FOR THE USE OF THE SERVICE DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BM TECHNOLOGIES, INC. SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED BY BM TECHNOLOGIES, INC. ON AN "AS IS" BASIS, AND THAT YOU USE IT AT YOUR SOLE RISK.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, NEITHER THE BANK NOR BM TECHNOLOGIES, INC. MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Intellectual Property:

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

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

Termination:

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

Amendment:

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

Governing Law:

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

Apple and iPhone are registered trademarks of Apple Inc.

Schedule A End User License Agreement

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

BEFORE YOU AGREE TO THESE TERMS, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE. BY AGREEING TO THESE TERMS YOU ARE (1) REPRESENTING THAT YOU ARE OVER THE AGE OF 18 AND

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

Grant of License:

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

Ownership of Application:

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

Consent to Use of Data:

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

Termination:

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

No Warranty:

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

AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability:

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

Export Controls:

You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained. In particular, but without limitation, the Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

U.S. Government End Users:

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

Governing Law:

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