

## TELLUS DEPOSIT ACCOUNT AGREEMENT

**NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION  
UNLESS YOU OPT-OUT AS DETAILED IN THE ARBITRATION SECTION BELOW.**

### TABLE OF CONTENTS

- Section 1. Definitions.**
- Section 2. Important Information about Procedures for Opening a New Account.**
- Section 3. About the Account, in General.**
- Section 4. Using Your Account.**
- Section 5. TIN/Backup Withholding.**
- Section 6. Truth in Savings Disclosures.**
- Section 7. Obtaining Account Balance; Periodic Statements.**
- Section 8. Other Important Information about Your Account.**
- Section 9. Miscellaneous.**
- Section 10. How to Contact Us.**
- Section 11. Arbitration.**
- Section 12. Entire Agreement.**

#### Documents Enclosed or Attached Hereto

**Electronic Funds Transfer – Your Rights and Responsibilities**

**Online Banking Information**

**Privacy Policy**

This Tellus Deposit Account Agreement, together with the terms and conditions set forth in any other document we give you pertaining to your Account, including Electronic Funds Transfer – Your Rights and Responsibilities, Online Banking Information, and Privacy Policy, (collectively, this Agreement), set forth the terms and conditions under which Central Bank of Kansas City (CBKC) has provided the Account (as defined below) to you.

Please read this Agreement carefully and keep it for future reference. By checking the corresponding box and tapping “Continue” on the Mobile App or by using or authorizing the use of the Account, you represent and warrant to us that: (i) you are at least 18 years of age (or have attained the age of majority if you reside in a state where the age of majority is over 18); (ii) you are a U.S. citizen or legal alien residing in the United States with a valid Social Security number or Individual Tax Identification number; (iii) the personal information that you provide to us in connection with the Account is true, correct, and complete; and (iv) you received a copy of this Agreement and agree to be bound by and to comply with its terms.

#### **1. Definitions.**

**Account** means the Central Bank of Kansas City demand deposit account, called the Tellus Deposit Account.

**Account Number** means the unique number used to identify your Account.

**Balance** means the total amount of funds on deposit with us in your Account.

**Business Day** means Monday through Friday, excluding federal holidays honored by the Federal Reserve Bank of Kansas City, even if we are open for business. Any references to “days” found in this Agreement are calendar days unless otherwise indicated.

**Electronic Transfers** means all deposits to or withdrawals from the Account.

**Mobile App** means the Tellus App, Inc. mobile application available in the App Store and Google Play where certain information regarding your Account is available. Standard data and messaging rates from your wireless service provider may apply.

**We, us, and our** mean Central Bank of Kansas City, our successors, affiliates or assignees. Central Bank of Kansas City is a bank chartered under the laws of the State of Missouri and a Member of the Federal Deposit Insurance Corporation (FDIC).

**Website** means the internet page listed in the “How to Contact Us” section where certain information regarding the Tellus Deposit Account may be found.

**You, Your, and Accountholder** mean the person who has been provided the Account and is authorized by us to use the Account as provided in this Agreement.

Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural, and the plural includes the singular.

**2. Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who obtains an Account. What this means for you: when you apply for an 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 your driver’s license or other identifying documents. Accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. If we are not able to verify your identity to our satisfaction, we will not open your Account. We reserve the right not to open an Account for anyone in our sole discretion. We may also limit the number of Accounts that you have in our sole discretion. Your Account is subject to fraud prevention restrictions at any time, with or without notice.

#### **3. About the Account, in General.**

- a. Your Account is a demand deposit account. Your Account is not a prepaid account, credit card or gift card. Your Account is to be used only for personal, family, or household use. Your Account is not designated for business use, and we may close your Account if we determine that it is

being used for business purposes. The funds in your Account will be insured to the maximum coverage limit provided by the FDIC, through us once we have been able to verify your identity and receive the funds. For additional information, please visit [fdic.gov/resources/deposit-insurance](http://fdic.gov/resources/deposit-insurance).

- b. Your Account does not offer a check-writing feature. You may not use Central Bank of Kansas City's routing or your Account Number in connection with the creation and/or negotiation of any financial instruments, such as checks which we have not authorized. You may not order checks for your Account from us or through check printing vendors. If you attempt to write a check, it will be rejected.
- c. Deposits to and withdrawals from your Account may only be made electronically via the Mobile App. These features are described in more detail below in the "Using Your Account" section. Therefore, Account services are not available at retail locations of Central Bank of Kansas City.
- d. The Account is nontransferable, may not be resold, and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You agree to only use the Account for personal, family or household purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law. All dollar amounts stated herein are in U.S. Dollars (USD) unless expressly stated otherwise.
- e. You may not use your Account for purchase transactions, ATM withdrawals, or transfers to accounts outside of the United States.
- f. You are responsible for all authorized transactions initiated by use of your Account. If you permit another person to have access to and use your Account or Account Number, we will treat such permission as if you have authorized such use and you will be liable for all transactions incurred by those persons. You are responsible for the authorized use and security of your Account information according to the terms and conditions of this Agreement.
- g. Your Account must be held in the name of one (1) individual only. Joint ownership of the Account is not permitted. Your Account cannot be owned as "Payable on Death" (POD), "Transfer on Death" (TOD), "In Trust For" (ITF) or under similar designation.
- h. You agree that your appointed person will notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from your Account until we are: (i) notified of your death or adjudication of incompetency, and (ii) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death, we may pay or process transactions on your Account on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in the Account. We may require additional documentation to confirm any such claims made on the Account.
- i. You may give another person authority to make transactions on your Account by giving power of attorney to another individual. If you execute a power of attorney in favor of another person regarding the Account, you are referred to in this paragraph as the "Principal". The person granted the 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 for providing 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 (i) we receive written revocation from the Principal; (ii) we receive written notification of the Principal's death, or (iii) we receive written notification of the death or incapacity of the Agent.

#### **4. Using Your Account.**

- a. **Depositing Funds into Your Account.** You may deposit funds into your Account after your identity has been verified, subject to the limitations in this Agreement. Funds may be deposited to your Account by initiating a transfer from your Tellus Cash Account via the Mobile App. For additional information about how to deposit funds to your Account, log into the Mobile App (see the "How to Contact Us" section).

All funds are subject to anti-fraud verification procedures that may delay access to the funds. You agree to present the Account Number and meet identification requirements to complete deposit transactions as may be required from time to time. We also reserve the right to reject any requests to deposit funds to your Account. All deposits must be made in USD. We will not accept any checks of any kind or cash mailed to us or otherwise provided to us. Presenting money orders to us are not acceptable forms of deposits to the Account. All money orders sent to us for deposit to the Account will be returned unless the full amount may be applied towards a negative Balance, in which case the money order may or may not be deposited to the Account at our discretion. You cannot deposit funds to your Account by wire transfer.

- b. **Withdrawing Funds from Your Account.** You may withdraw funds from your Account by initiating a transfer to your Tellus Cash Account via the Mobile App.
- c. **Funds availability.** All transfers are completed electronically. You will have immediate access to funds in your Tellus Cash Account once transferred from this Account. Subsequent transfers to external accounts will follow standard processing per the Tellus App, Inc. Terms of Service.
- d. **Limitations on Frequency and Dollar Amounts of Transactions.** We impose certain limitations on the number and/or dollar amount of transactions you can make with your Account. For security reasons, we may further limit the number and/or dollar amount of transactions you can make with your Account. We may increase or decrease these limits from time to time in our sole discretion and without prior notice to you, to the extent permitted by applicable law.

Account Limits <sup>†</sup>	
Maximum Balance of Account at any time (Maximum Balance)	\$30,000
We may increase or decrease these limits or add additional limits from time to time in our sole discretion. We reserve the right to accept or reject any request to deposit funds to the Account if we reasonably suspect the Account is being used for prohibited purposes. Funds may only be deposited to the Account where the deposited funds are in the Accountholder's name. We will provide advance notice of such changes when required by Law.	
Account Activity Limits	Maximum
Deposits	\$30,000 – Daily \$60,000 – Per Calendar Month
Withdrawals	\$30,000 – Daily \$60,000 – Per Calendar Month

**5. TIN/Backup Withholding.** We are required by federal law to obtain your correct taxpayer identification number (TIN) in order to avoid potential backup withholding and to report interest income paid to you in connection with your Account. If you are subject to backup withholding or if the Internal Revenue Service (IRS) notifies us that we do not have a correct TIN for you, we may be required to withhold and remit to the IRS a percentage of interest paid (backup withholding) to your Account. Amounts withheld are reported to the IRS as federal tax withheld and will be reflected on your IRS Form 1099-INT, Interest Income. A TIN may be your SSN if your Account is in your name and you are either a U.S. citizen, permanent resident, or otherwise eligible to receive an SSN from the Social Security Administration.

**6. Truth in Savings Disclosures.**

- a. **Opening Deposit and Balance Requirements.** There is no minimum deposit requirement to open an Account. While there are no minimum Balance requirements, an Account with a zero (\$0.00) Balance for not less than one hundred and eighty (180) continuous days will be subject to closure. See the paragraph entitled "Amendment, Cancellation and Expiration" in this Agreement for additional details.
- b. **Transaction Limitations.**
  1. Deposits to the Account may only be made from your Tellus Cash Account. These are the Electronic Transfer limits that apply to your deposit activity:

Deposits	Frequency Limits	Amount Limits
Electronic Transfer from Tellus Cash Account	None	\$30,000 per day

2. Withdrawals may only be made from the Account to your Tellus Cash Account. These are the Electronic Transfer limits that apply to your withdrawal activity:

Withdrawals	Frequency Limits	Amount Limits
Electronic Transfer to Tellus Cash Account	None	\$30,000 per day

- c. **Rate Information.** This is a fixed rate account. The interest rate on your account is 3.68% with an annual percentage yield (APY) of 3.75%. You must maintain a minimum balance of \$100.00 in the Account each day to obtain the disclosed annual percentage yield. Interest begins to accrue the business day the deposit is applied to the Account. Interest will be compounded daily and credited to the Account daily.
- d. **Rate Calculation.** Account interest is calculated using the daily balance method, which applies a periodic rate to the Balance in your Account each day. Interest is calculated and truncated to the nearest whole cent (rounded down). Fractional cents are not paid or carried forward and calculations that result in interest of less than a whole cent are not paid. There are no minimum Balance restrictions on the Account.
- e. **Fees.** No fees apply to your Account.

**7. Obtaining Account Balance; Periodic Statements.** You are responsible for keeping track of and reconciling your Balance. You may access your Balance in the Mobile App, or by contacting us by phone (see the section "How to Contact Us" section). In order to obtain the Tellus Deposit Account, you must agree to receive electronic communications. Periodic electronic statements will be provided for each monthly cycle. The Account statement shall be deemed received on the date that it is posted to the Mobile App. You will not automatically receive paper statements. If your Account is dormant, we may stop posting statements in the Mobile App. Your Account is dormant if your Account has not had any customer-initiated activity, that is, no Deposits or Withdrawals for one hundred and eighty (180) consecutive days. For security reasons, we may refuse a withdrawal or transfer from a dormant Account if we cannot reach you in a timely fashion to confirm the transaction's authorization.

**8. Other Important Information About Your Account.**

- a. **Fraudulent Account Activity.** We may block or close your Account if, as a result of our policies and procedures, we reasonably believe your Account is being used for fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. We will incur no liability because of the unavailability of the funds that may be associated with your Account. We will attempt to contact you. If for whatever reason, we are unable to reach you, we will try to leave you a message. If we do so or if you are unable to use the Account, please make every effort to return our call as soon as possible in order to reinstate transaction capabilities. These actions are taken to preserve your rights under the Electronic Funds Transfers – Your Rights and Responsibilities disclosure document provided to you and serve to potentially help to protect you from fraud.

b. **Security.** It is your responsibility to protect your Account Number, password, and device password. Do not discuss, compare, or share information regarding your Account, Account Number or passwords with anyone unless you are willing to give them full use of your money. Thieves can use these to issue an electronic debit or to otherwise use or withdraw or use funds in your Account. If you furnish your Account Number or passwords to anyone else, you are liable for the transfers. Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your Account to help identify and limit fraud or other unauthorized transactions against your Account, such as commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**9. Miscellaneous.**

a. **Account Balance Refund.** In the event that your Account is cancelled, closed, or terminated for any reason, you may request the unused Balance to be returned to you via a check to the mailing address we have in our records. You may contact Customer Service to correct your mailing address, if needed. (See the "How to Contact Us" section).

b. **Recording and Monitoring.** From time to time, in accordance with applicable law, we may monitor and/or record telephone calls between you and us or our vendors and third-party service providers to assure the quality of our customer service. Please note, certain optional features may require your consent to receive electronic communications from us. If you do not consent or withdraw your consent to electronic communications, we may terminate your Account or any services that rely on electronic communications.

c. **Address or Name Changes.** You are responsible for notifying us of any change in your physical address, mailing address, email address, telephone number, or your name no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us by calling our Customer Service number or by writing to our Customer Service address (see the "How to Contact Us" section). We may require verification from you of any address change. Typically, this will be in the form of independent documents confirming your name and new address. We will attempt to communicate with you only by using the most recent contact information you have provided to us. You agree and understand that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

d. **Short Message Service Text Message (SMS), Mobile Push Alerts, In-App Notifications, Email, Mail, Telephone Calls, and Prerecorded Telephone Calls (each individually, a Notification and collectively, Notifications).** We would like to send you Notifications about your Account. These Notifications can be for business purposes to provide you important information related to your Account and/or for commercial purposes to let you know about services or features that may be of interest to you. You must opt-in for such Notifications at the time you apply for your Account or subsequently by contacting us. In order to receive SMS text messages or mobile alerts, you must opt-in to this service, have text messaging enabled on your cellular telephone and subscribe to a participating cellular telephone carrier. There will not be a fee for this service. Standard message and data rates from your wireless service provider may apply. Check with your cellular service provider for more details.

At any time, if you wish to stop receiving (opt-out of) SMS Notifications you can do so by logging into your online account or Mobile App and updating your settings. If you choose to later opt out of receiving Notifications by SMS texts or commercial emails from us, you may receive a confirmation notice confirming your decision to opt-out. You agree that we may send you such confirmations. You also acknowledge that for account security purposes we may send you emails or call you regarding your Account, even if you have put your number on a Do Not Call list or have opted out of receiving general commercial email from us. You may opt out of all Notifications at any time by calling our Customer Service number (see the "How to Contact Us" section); however, we reserve the right to restrict or terminate your access to any and all related products if you withdraw your consent to receive electronic communications. Any withdrawal of your consent to receive Notifications will be effective only after we have a reasonable period of time to process your withdrawal. If you withdraw your consent, the legal validity and enforceability of prior business Notifications delivered in electronic form will not be affected. If you wish to stop receiving marketing emails, you may click the Opt-Out or Unsubscribe link at the bottom of any email that you receive. You agree that we shall not be liable for incomplete, lost, late, damaged, illegible, or misdirected Notifications or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections, failed, incomplete, garbled, or delayed transmissions, or damage to any phone or computer system resulting from your participation in or accessing or downloading information in connection with such Notifications.

e. **Legal Actions; Administrative Holds.** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the Account and not allow any payments out of the Account until a final court determination regarding the legal action. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account. We may place an administrative hold on the funds in your Account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (i) your own interest; (ii) others claiming an interest as survivors or beneficiaries of your Account; or (iii) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow legal proceedings to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your Account for these reasons.

- f. **Assignment.** Your Account and your obligations under this Agreement may not be assigned by you. We may transfer our rights under this Agreement. Use of your Account is subject to all applicable rules and customs of any clearinghouse or other network or 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 laws of the State of Missouri except to the extent governed by federal law.
- g. **Amendment, Cancellation and Expiration.** We may (i) amend or change the terms and conditions of this Agreement, or (ii) cancel or suspend your Account or this Agreement, at any time without prior notice to you except as required by applicable law. You may close your Account and terminate this Agreement at any time by contacting us by mail or telephone (see the "How to Contact Us" section). Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. For security or other reasons, we may consider your Account inactive or dormant after a certain period of time as determined by us, (such period normally being not less than one hundred and eighty days (180) days), during which time you have not used your Account for any transactions or during which time you have maintained a zero (\$0.00) or negative Balance on your Account. If your Account is inactive, we may close or cancel the Account at our discretion. The Account and the funds in your Account may also be deemed abandoned if you do not use your Account for a period of time specified by applicable law. If this occurs, we may try to locate you at the address last shown in our records. If we are unable to locate you, we may be required to escheat any money in your Account to the applicable state as unclaimed property. In the event that your Account is cancelled, closed, or terminated for any reason, you may request the unused Balance to be returned to you via a check to the mailing address we have in our records. If we identified any fraudulent, illegal or any other use of your Account that is not permitted by this Agreement, to the extent permitted by law, we may, at our option and without waiving any of our rights, offset any direct loss up to the amount suffered by us as a result of such use from any Balance on your Account or any other Account that you may have, or may open in the future.

- h. **Waiver of Notices.** To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your Account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.
- i. **English Language Controls.** Any translation of this Agreement is provided for your convenience. The meanings of 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.

**10. How to Contact Us.** For Customer Service or additional information regarding your Account, including the terms and conditions that apply to the Account, as well as your transaction and Balance history, please contact us:

**By phone at:** 1-650-590-9770 **Hours:** Monday-Friday, 9 a.m.-5 p.m. PT

**By mailing us at:** Tellus, PO Box 1124, Sioux Falls, SD 57101

**By visiting the Website:** [tellusapp.com](http://tellusapp.com)

**By logging into the Mobile App:** Tellus and clicking the Chat button at the bottom of the screen

There is no fee for contacting Customer Service. When you call Customer Service, you may be asked to provide certain personal information so we can verify your identity. For your security, please DO NOT send the following information to us via email: (i) your full Account Number, (ii) your personal identifiable information, such as full Social Security number or birth date, (iii) your logon information for internet account access, or (iv) images of identification documents such as your state issued ID or Social Security card.

**11. Arbitration.**

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. UNLESS YOU OPT-OUT, USE OF YOUR ACCOUNT CONSTITUTES ACCEPTANCE OF THIS ARBITRATION INCLUDING WAIVER OF YOUR RIGHTS TO CLASS ACTION.**

- a. **Purpose.** This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.
- b. **Opt-Out Process.** You may choose to opt out of the Arbitration Provision, but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the acceptance of your Account at the following address: Tellus, PO Box 1124, Sioux Falls, South Dakota, 57101. Your written notice must include your name, address, Account Number or social security number and a statement that you wish to opt out of this Arbitration Provision.
- c. **Definitions.** As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Account or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, without limitation, any claim, dispute or controversy that arises from or relates to: (i) your Account; (ii) the amount of available funds in your Account; (iii) advertisements, promotions or oral or written statements related to your Account; (iv) the benefits and services related to your Account; and (v) your enrollment for the Account. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court. As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with your Account (including, but not limited third parties who use or provide services, debt collectors and all of their agents, employees, directors

and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use the Account, including but not limited to all persons or entities contractually obligated under this Agreement.

- d. **Significance of Arbitration.** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE JAMS, OR AAA, AS APPLICABLE (THE CODE). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.
- e. **Restrictions on Arbitration.** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Accountholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.
- f. **Initiation of Arbitration Proceeding/Selection of Administrator.** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services (JAMS), or the American Arbitration Association (AAA), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select either of the other organizations listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [jamsadr.com](http://jamsadr.com); (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [adr.org](http://adr.org).
- g. **Arbitration Procedures.** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the FAA). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.
- h. **Location of Arbitration/Payment of Fees.** Any arbitration hearing that you attend shall take place in the federal judicial district of your primary residence. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.
- i. **Continuation.** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision shall survive termination of your Account as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

**12. Entire Agreement.** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter. If any of the terms of this Agreement are invalid, or declared invalid by order of court, change in applicable law, or regulatory authority, the remaining terms of this

Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement. This Agreement is governed by the law of the State of Missouri except to the extent governed by federal law.

The Tellus Deposit Account is established by Central Bank of Kansas City, Member FDIC.

Apple, the Apple logo, and App Store are trademarks of Apple Inc., registered in the U.S. and other countries.

Google Play and the Google Play logo are trademarks of Google LLC.

© Central Bank of Kansas City 2026. This Agreement is effective as of 01/13/2026 ~ CS251312.

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

**Your Responsibility and Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your Account Number or passcode has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your Account. Notifying us as soon as possible is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two (2) Business Days after you learn of the loss or theft of your Account Number or passcode, you can lose no more than \$50 if someone used your Account Number or passcode without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Account Number or passcode, and we could have stopped someone from using your Account Number or passcode without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the FIRST statement on which the unauthorized transfer appeared was delivered to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

**Contact in Event of Unauthorized Transfer.** If you believe your Account Number has been lost or stolen, call us at 1-650-590-9770 or write to us at Tellus Deposit Account, PO Box 1124, Sioux Falls, SD 57101. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Account without your permission.

**Confidentiality.** We will disclose information to third parties about your Account or transfers you make:

1. Where it is necessary for completing transfers.
2. In order to verify the existence and condition of your Account for a third-party, such as a credit bureau or merchant.
3. In order to comply with government agency or court orders.
4. If you give us written permission.
5. To our employees, auditors, affiliates, service providers, or attorneys as needed.
6. Otherwise as necessary to fulfill our obligations under this Agreement.

**Financial Institution's Liability.** If we do not complete a transfer to or from your 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:

1. If, through no fault of ours, you do not have enough money in your Account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the transfer, despite reasonable precautions that we have taken.
3. If access to your Account has been blocked by us for suspected fraud or if we have reason to believe a requested transaction is unauthorized.
4. If there is a hold on your funds or your funds in your Account are subject to legal process or other encumbrance restricting their use.
5. In the case of pre-authorized credits, the data from the third party is not received, or is incomplete or erroneous.
6. There may be other exceptions stated in our Agreement with you.

**Error Resolution Notice.** In case of errors or questions about your electronic transfers, call us at 1-650-590-9770 or write to us at Tellus Deposit Account, PO Box 1124, Sioux Falls, SD 57101, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we deliver to you the FIRST statement on which the problem or error appeared.

1. Tell us your name 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 verbally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days if the transfer involved a new Account) after we hear from you and will correct any errors promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transfer involves a new Account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days (twenty (20) Business Days if the transfer involves a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation and the provisional credit will be reversed. You may ask for copies of the documents that we used in our investigation.

**Business Days.** For purposes of these disclosures, every day is a Business Day, except Saturdays, Sundays, and federal holidays.

## ONLINE BANKING INFORMATION

**General.** The online banking service is a consumer electronic banking service provided by Central Bank of Kansas City through Tellus. You may access the online banking service by using the Mobile App and registering your Social Security number, personal password and your Account Number(s). Standard data rates from your wireless service provider may apply. Online banking allows you to review Account history and transfer funds electronically. You may use the online banking service at any time, though it may be temporarily unavailable due to certain reasons, such as technical difficulties, maintenance, and system upgrades. We are not responsible for transfers or deposits that you are unable to initiate due to technical difficulties.

**Equipment Requirements.** You are responsible for choosing and maintaining all Internet connections, browsers, hardware and software that are necessary for you to access the online banking service. We are not responsible for any virus or related problems that may be associated with your use of the online banking service. Your wireless service provider may charge additional fees. For access to the online banking service through a mobile device, you must have a mobile telephone number and/or mobile text messaging capability. Standard data rates from your wireless service provider may apply.

**Security Procedures.** Through the online banking service, you must establish a personal user ID and a password for use with the online banking service. The user ID and password is confidential and should not be disclosed to third parties.

You are responsible for the safekeeping of your user ID and password. Once you have established your User ID and password, you authorize us to act on instructions received through the online banking service under your user ID and password without inquiring into the identity of the person using that user ID and password, and any of those instructions shall be considered as authorized by you, whether or not you actually sent them yourself or intended those transactions to be made. You may be prompted from time to time to change your user ID and password for security reasons. You may change your user ID password at any time through the online banking service.

The online banking service will sometimes require use of a one-time passcode for additional security. Upon first login you will be required to set up a phone number and/or email address to receive a one-time passcode as an added security step. If you choose to register your computer or mobile device, you will not have to enter this code at each login. Should you choose not to register your computer or mobile device or at any time delete your computer or mobile device's cookies and/or login from a new location, the one-time passcode may be required at login.

In addition to your user ID and password, we may ask you to create and provide responses to additional authentical questions that only you and Central Bank of Kansas City, through Tellus, will know to verify your identity. You may be asked to create these questions and responses from time to time, and if prompted, will be presented with a question and asked for a response when you access the online banking service and/or make certain transactions using the online banking service.

You agree that the security procedures described above are commercially reasonable methods of providing security against unauthorized online banking transactions. You have freely and voluntarily chosen to execute transactions in your Account through online banking service, even though we provide other means of executing transactions that offer varying degrees of security. You assume all risks associated with these security procedures and all damages, costs, expenses, losses, and liabilities resulting from any failures of those procedures.

We do not store confidential or sensitive information such as passwords or account numbers on your computer or mobile device; however, your user ID and/or password may be stored on your computer or mobile device based on the personal setting you establish on your computer or device. You should safeguard your computer, mobile device, user ID and password against loss or theft. If your mobile device is lost or stolen, report it immediately to your wireless provider. Do not leave your computer or mobile device unattended while logged in to the online banking service. Notify us as provided in the Agreement if you suspect that your user ID or password has become known to or used by unauthorized persons. Except as provided in this Agreement, we have no responsibility or liability if someone else learns your user ID and password and uses it to access the Mobile App.

It is possible you may access your user ID and password through biometric identification settings on your mobile device, including but not limited to, fingerprint recognition, face recognition, iris recognition, voice recognition; under various trade names, including but not limited to, Touch ID or Face ID or Fingerprint (collectively any biometric access to your user ID or password through biometric or similar access from your device are hereinafter referred to as "Biometric Access"). Central Bak of Kansas City does not provide any Biometric Access technology and does not save biometric information in the online banking service or access any biometric information on the mobile device. Central Bank of Kansas City may limit use of Biometric Access to accessing your user ID and password in certain circumstances, but you are solely responsible for the access device security and use of user ID and password. You acknowledge and agree that anyone with Biometric Access to the access device, even if unknown to you, will have authority to access your Accounts and will be authorized to initiate transactions through the online banking service.

**Electronic Messaging.** The online banking service may provide you with the ability to send an electronic messages to and from us. Please remember we will not immediately receive an electronic message sent by you. No action will be taken on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. Electronic messaging cannot be used to notify us of lost or stolen user IDs or passwords; nor can electronic messaging be used to notify us of unauthorized transactions. Notification of these occurrences must be done as specified in the "Electronic Funds Transfers" section of Agreement. From time to time, we may send important notices to you concerning your use of the online banking service by electronic messaging. The electronic messaging service may not be used to send or receive text messages to or from the general public. Do not send us any confidential information (such as user ID, password, Account number, and Social Security number) through electronic messaging.