

**DEPOSIT ACCOUNT AGREEMENT**  
**PLEASE READ THIS DOCUMENT CAREFULLY**

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## **I. DEPOSIT AGREEMENT AND DISCLOSURES**

### **A. Our Agreement**

This document contains the terms and conditions of the Oxygen Consumer Deposit Account Agreement (the "Agreement"). The Agreement governs the Oxygen Consumer Deposit Account ("Account," which is made available by The Bancorp Bank, N.A., member of the Federal Deposit Insurance Corporation ("FDIC"), (the "The Bancorp Bank, N.A.", the "Bank"). The Bank provides banking services to Oxygen, Inc. doing business as Oxygen ("Oxygen"). Oxygen manages the Account program. "We," "our," and "us" refer to the Bank, our successors, affiliates, or assignees. "You," "your," "Accountholder," and "Member" refer to the consumer who has ownership of the Account.

An Account may be opened by using either the Oxygen mobile application or web banking interface, collectively the Platform ("Platform"). The Oxygen mobile app can be downloaded from the Apple® App Store or Google® Play. A web banking interface can be accessed directly from the web via a browser. The Account is not designed for business use, and we may close it if we determine it is being used for business purposes. We may refuse to process any transaction(s) that we believe may violate the terms of the Agreement. The terms of use for the Platform are considered part of this Agreement.

### **CELLULAR PHONE CONTACT POLICY**

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later connect to a cellular device, you are expressly consenting to receiving communications-including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system-from us, Oxygen, our affiliates, Oxygen's affiliates, our agents, and Oxygen's agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

### **Business Days.**

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to days in the Agreement are calendar days unless indicated otherwise.

### **B. Account Basics**

#### **1. Who is Eligible for an Account**

- a. The Account is available to citizens and permanent residents of the fifty (50) United States ("U.S.") and the District of Columbia who are at least 18 years of age with a valid Social Security number. When requesting an Account, the prospective Member must agree to accept disclosures and documents in electronic form rather than in paper form. This means; (i) Member must keep us supplied with the Member's valid email address; and (ii) Member must agree to accept electronic delivery of all Account communications, including, but not limited to, periodic statements, change in terms notices, end-of-year tax forms, etc.
- b. We may use information from third-parties to help us determine if we should open an Account.

#### **2. Opening an Account.**

Our policies may require obtaining additional personal information about you to ensure we comply with "Know Your Customer" requirements. We may restrict or close the Account if we are unable to obtain the needed information in order to satisfy our "Know Your Customer" requirements. By opening the Account with us, you confirm you are not covered by any sanctions program administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.

#### **3. Account Features.**

The Account consists of both a transactional demand deposit bank account used to make online payments and transfers to third-parties and a companion Oxygen Visa Debit Card ("Card") that is automatically issued with the Account.

#### **4. Your Representations and Warranties.**

By opening the Account and/or activating the Card or by retaining, using or authorizing use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States ("U.S.") or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information you provide to us in connection with the Account is true, correct and complete; (v) you received a copy of the Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

#### **5. Authorized Account or Card users.**

You are responsible for all authorized transactions initiated and fees incurred by use of the Account or Card. If you permit another person to have access to the Account number(s), Card, Card number(s), or PIN, we will treat this as if you authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of the Account according to the terms and conditions of the Agreement.

#### **6. Account Titling and Ownership**

The Account may only be owned and titled in the name of one person who may deposit, transfer, or withdraw funds. The Account cannot be owned or titled jointly, by an organization, as Payable on Death ("POD") or "In Trust For" ("ITF").

#### **7. Death or Incapacitation.**

You or your appointed party, designee, or appointed individual agree to notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from the Account until we are: (a) notified of your death or adjudication of incompetency and (b) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death we may pay or process transactions on the 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 claims made on the Account.

#### **8. Power of Attorney.**

You may give another person authority to make Account transactions by giving power of attorney ("POA") to another individual. The Account owner and person executing POA over the Account is known as the "Principal." The person granted POA by the Principal is known as the "Agent". We may refuse to accept a POA for reasonable cause, and we may require the Agent to sign an affidavit stating that the POA document(s) presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible to provide us with any information if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the POA. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The POA will continue in force until a) we receive written revocation from the Principal; b) we receive written notification of the Principal's death, or c) we receive written notification of the death or incapacity of the Agent.

#### **9. Force Majeure.**

No party to the Agreement will be deemed to be in default of any of its obligations if its performance is delayed, hindered, or becomes impossible because of any act of God or of any public enemy, hostilities, war

(declared or undeclared), guerilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure, or any cause beyond the control of either party.

#### **10. Release and Indemnification of Bank.**

You agree to release and indemnify and hold harmless Bank, its directors, officers, employees and agents ("Indemnitees") from all claims, causes of action, damages, demands, judgments and expenses (including their attorneys' fees), liabilities and other losses of any kind incurred by or asserted against such Indemnitee in any way resulting from, relating to or arising out of the services provided in the Agreement, the provision of invalid or inaccurate data by you, or any acts or omissions by you or any third party or otherwise, except to the extent that such claims, causes of action, damages, demand, judgments and expenses, liabilities or other losses are the result of Bank's gross negligence or willful misconduct. You acknowledge this release and indemnification shall survive termination of the Agreement.

#### **11. Our Relationship With You.**

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

#### **12. Privacy Policy.**

Our privacy policy is available at [getoxygen.com/legal](http://getoxygen.com/legal) and is considered part of this Agreement.

### **C. General Rules Governing Deposit Accounts**

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

#### **1. Deposits to the Account.**

Make deposits to the Account using any of these methods:

| <b>Transaction Type</b>   | <b>Frequency and/or Dollar Limits</b>  |
|---|--|
| Direct deposits or ACH transfers initiated from an external financial institution*  | No limit to the number of times per calendar day;<br>No maximum dollar limit   |
| Cash deposits <sup>†</sup> via Green Dot <sup>®</sup>   | 3 times per calendar day; maximum of \$1,000.00 per deposit,<br>and a<br>maximum of \$1,000.00 per calendar day;<br>maximum of \$10,000.00 per calendar month  |
| ACH transfers** to the Account using the Platform <sup>‡§</sup>   | No limit to the number of times per calendar day with a<br>maximum initial deposit of \$200.00 per calendar day, and a<br>maximum of up to \$500.00 per calendar month; ACH rejections<br>or returns may lead to restrictions on ACH transfers** |
| Wire transfers initiated from an external financial institution   | No limit to the number of times per calendar day;<br>No maximum dollar limit<br><br>International Wires to Oxygen accounts are not permitted   |
| *The recipient's name on any deposit(s) we receive must match the name of the owner of the Account. Any deposits received in a name other than the name registered to the Account will be returned to the originator. |  |

<sup>†</sup>**Third-party money transfer** services used to deposit funds to the Account may impose their own fees, per transaction, daily, weekly or monthly limits on the frequency or amount of cash you may deposit to the Account.

<sup>\*\*</sup>Cardholder will be notified if ACH restriction applies via push notification or text.

<sup>‡</sup>The names of the recipient and sender on any ACH transfer must match and match the name of the owner of the Account. Any ACH transfer received for which either the names of the recipient and the sender do not match or do not match the name of the owner of the Account will be returned to the originator.

<sup>§</sup>A hold applies. See section VII, "*Funds Availability Policy*". for details.

**IMPORTANT:** If your Account number changes you must immediately notify your employer or any other payors. You must provide all payors with the new Account number to ensure that your direct deposit activity continues uninterrupted.

## **2. No Cash, Paper Checks, or Foreign Currency.**

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

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

## **3. Funds Availability.**

Please refer to section VII captioned, "*Funds Availability Policy*." for additional information.

## **4. Preauthorized Transfers.**

Your Account number and the Bank's routing number can be used for preauthorized direct debits ("ACH Debits") from merchants, Internet service or other utility service providers ("Payees") and for the purpose of initiating direct deposits to the Account. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association ("NACHA") and you agree to comply with the NACHA rules. Detailed information regarding preauthorized transfers is available in section II captioned, "*Electronic Funds Transfer Disclosure and Special Terms and Conditions*".

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

**IMPORTANT:** If the Account number changes you must immediately notify Payees. You must provide Payees with the new Account number to ensure the ACH Debit activity continues uninterrupted.

## **5. Problems That Could Occur with Deposits.**

Problems that could occur with deposits include overpayments and reversals. If funds are deposited or transferred into the Account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit from the Account without prior notice to you. If there are not enough funds in the Account at that time, the Account could become overdrawn. See the "*Oxygen Reserve*" and "*Right to Set Off*" sub-sections below for more information about what could occur if the Account has a negative balance.

## **6. Oxygen Reserve.**

Oxygen Reserve is an optional service that allows you to draw your Account negative by conducting Oxygen Visa® Debit Card, including virtual card (collectively, the “**Card**”), purchase transactions (“**Eligible Transactions**”). Eligible Transactions do not include account transfers, Automatic Savings Rules, bank ACH transfers, Oxygen Bill Pay payments, Oxygen Friends transfers, peer to peer transfers to services such as PayPal, Cash App, or Venmo, and ATM and over the counter transactions. Additionally, enrolling in Oxygen Reserve does not require a check of your credit score, nor will use of Oxygen Reserve affect your credit score. Consult the **Oxygen Reserve Feature Terms and Conditions** for full details on Oxygen Reserve, including qualification criteria. If a negative balance is not repaid within 90 days of the first Eligible Transaction that caused the negative balance, we may suspend your Account and terminate your access to Oxygen Reserve. If your negative balance remains for 120 days, your Account and any associated products may be closed permanently. See the “*Right to Set Off*.” sub-section below for additional details on negative balances.

## **7. Right to Set Off.**

Unless you are actively participating in Oxygen Reserve, we can use the funds in any of your accounts on deposit with us to repay the negative amount owed on the Account, if the Account balance remains negative for fifteen (15) days or more. This means we have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to us, now or in the future. We will notify you if we have exercised our right to set off.

## **8. Legal Processes Affecting Accounts.**

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

## **9. Amendment and Cancellation.**

We may amend or change the terms and conditions of the Agreement at any time by posting the amended Agreement on [getoxygen.com](http://getoxygen.com) (“Website”) and within the Platform, and any such amendment shall be effective upon such posting to the Website and Platform. The Agreement is available at both the Website and Platform. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend the Account or the Agreement at any time. You may withdraw your acceptance of the Agreement by calling (866) 287-7021 to close your Account. Your withdrawal of acceptance of the Agreement will not affect any of our rights or your obligations arising under the Agreement prior to the withdrawal.

If the Account is cancelled, closed, or terminated for any reason, you may request the unused balance be returned to you by check sent to be mailed to the mailing address we have in our records. For security purposes, you may be required to supply identification and address verification documentation prior to our issuing a refund check. Allow fourteen (14) days for processing and mailing of the refund check. In the event the program is cancelled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Account balance, will be in the notice.

## **10. Account Dormancy and Escheatment.**

An account that is inactive for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment and we may be required to send the balance in your Account to the state of your last known address. We will make all reasonable efforts to contact you before transferring the remaining balance of Account to the applicable state. For an Account with an international address, the funds will be transferred to the State of Delaware.

#### 11. Statements.

Electronic statements are available to view and print through the use of the Platform. Statements will be available on the fifth day of the following month. Account statements are considered to be correct. Carefully review your statements each statement period and notify us of any errors within sixty (60) days of your statement becoming available. You also have a right to obtain a sixty (60) day history of your Account transactions by calling (866) 287-7021 or by sending an email message to support@getoxygen.com. You will not automatically receive paper statements.

#### D. Using the Oxygen Visa Debit Card

You receive an Oxygen Visa Debit Card ("Card") to be used as an access device for the Account. You acknowledge and agree that funds accessible through use of the Card will be limited to the available funds of the Account. The expiration date of the Card is identified on the back of the Card. The Card is the property of the Bank and must be surrendered upon demand. The Card is nontransferable, and it may be cancelled, repossessed, or revoked at any time without prior notice subject to applicable law.

##### 1. Activate the Card.

You must activate the Card before it can be used. You may activate it through the Platform or by calling (866) 287-7021. You will need to provide personal information in order for us to verify your identity.

##### 2. Personal Identification Number.

You will not receive a Personal Identification Number ("PIN") with the Card. However, you will be prompted to select a PIN when you activate it. See the activation instructions in the *"Activate the Card."* sub-section above. You should not write or keep your PIN with the Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the below sub-section captioned *"Your Liability for Unauthorized Transfers."*

##### 3. Secondary Cardholder.

You may not request an additional Card for another person.

##### 4. Cash Access and Transaction Limitations.

With your PIN, you may use the Card to obtain cash from the Account at any Automated Teller Machine ("ATM") or any Point-of-Sale ("POS") device, as permissible by a merchant, that bears the Visa®, Interlink®, Plus®, Maestro®, or Allpoint® Acceptance Mark(s). All ATM transactions are treated as cash withdrawal transactions. **ATM cash withdrawals, funds withdrawn at a POS, and purchases are all subject to the \$5,000.00 maximum amount that can be spent using the Card per calendar day.** These are the itemized cash access and spending limits for the Account:

| Transaction Type            | Frequency and/or Dollar Limits*  |
|-----------------------------|--|
| ATM cash withdrawal         | 3 times per calendar day<br>Up to \$500.00 per day*                                    |
| Cash back at POS            | No limit to the number of times per calendar day<br>Up to \$500.00 per calendar day*   |
| Card purchase (PIN)         | No limit to the number of times per calendar day<br>Up to \$5,000.00 per calendar day* |
| Card purchase (Signature)** | No limit to the number of times per calendar day                                       |

|   |   |
|---|---|
|   | Up to \$2,500.00 per calendar day                                   |
| Bill Pay  | Up to \$5,000.00 per transaction, up to \$5,000.00 per calendar day |
| *ATM owner-operators, merchants and participating banks may impose their own lower limits on cash withdrawals.  |   |
| **Virtual Card transactions are considered 'Card Purchase (Signature)' transactions for purposes of transaction limitations. Please see Section E.4 "Virtual Cards" for more information on virtual card spend limitations. |   |

You may use the Card to purchase or lease goods or services everywhere Visa, Interlink, Plus, Allpoint, or Maestro cards are accepted as long as you do not exceed the available balance of the Account. Some merchants do not allow customers to conduct split transactions if the Card is used as partial payment for goods and services and the remainder of the balance is paid with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in the Account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping or dipping the Card, the Card is likely to be declined.

**If you use the Card at an automated fuel dispenser, i.e., "pay at the pump", the transaction may be preauthorized for an amount up to \$100.00 or more. If the Card is declined even though you have sufficient funds available, you should pay for the purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses. A preauthorization request places a hold on those available funds until the merchant sends us the final payment amount of the purchase. Once the final payment amount is received from the merchant, the hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.**

All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

If you use the 16-digit Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make with the Card. The Card cannot be redeemed for cash. You may not use the Card for online gambling or any illegal transaction.

Each time you use the Card you authorize us to reduce the value available in the Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in the Account, you remain fully liable to us for the amount of the transaction and any applicable fees. See these provisions in section C for additional details if your Account balance becomes negative: "6. Oxygen Reserve," and "7. Right to Set Off."

You do not have the right to stop payment on any purchase or payment transaction originated through use of the Card. If you authorize a transaction and then fail to make the purchase, the approval may result in a hold for that amount of funds for up to sixty (60) days.

## 5. Non-Visa Debit Transactions.

New procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions have been processed as a Visa debit transaction unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either an Interlink® or Maestro®, transaction.

Merchants are responsible for and must provide you with a clear way of choosing how to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the Interlink or Maestro network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the Interlink or Maestro networks. Please refer to the below sub-section captioned "Your Liability for Unauthorized Transfers." for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at a point-of-sale, swipe or dip the Card through the POS terminal, sign the receipt, or provide your 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your 16-digit



Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

## **6. Transactions Made in Foreign Currencies.**

If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the available balance of the Account will be converted by Visa into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the Bank may assess a foreign currency conversion fee of 1% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

## **7. Receipts.**

You should get a receipt when you make a transaction using the Card. You agree to retain, verify, and reconcile your transactions and receipts.

## **8. Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds and agree to the refund policy of that merchant. Any Merchant disputes, returns, or refunds must be addressed and handled directly with the merchant from whom the transaction posted or those goods or services were provided. We are not responsible for the delivery, quality, safety, legality or any other aspects of goods or services you purchase from others with a Card.

## **9. Card Replacement.**

If you need to replace the Card for any reason except at the time of Card expiration, please contact (866) 287-7021 to request a replacement. You will be required to provide personal information which may include your Account number, 16-digit Card number, full name, transaction history, copies of acceptable documentation, etc. Standard shipping of your replacement card will be provided without a fee. Expedited shipping is available via FedEx; however, an Expedited Shipping Fee of \$50 will be assessed.

## **10. Card Expiration.**

The Card will expire no sooner than the date printed on the back of it. You will not be able to use the Card after the expiration date; however, a replacement will be automatically mailed to you prior to the expiration of the soon-to-expire Card. If you need a replacement for any reason other than at the time of the Card's expiration, you may request one at any time by following the procedures in the sub-section above captioned "*Card Replacement.*"

# **E. Electronic Banking Services**

## **1. Bill Pay.**

With your Account, you have access to the bill payment feature ("Bill Pay") through the Platform. Bill Pay allows you to authorize Oxygen and the Bank to make bill payments on your behalf to third parties.

To initiate a bill payment using Bill Pay, you must provide us with the name and mailing address of each individual or company you wish to pay. Once a Bill Pay payment is authorized, the payment amount will be immediately deducted from your Account balance. Payments made using Bill Pay take the form of a paper check we send to the payee on your behalf using standard U.S. Postal Service mail. Please allow three to nine (3-9) business days for delivery of the check. Payments can only be sent to addresses located within

the fifty (50) states of the U.S. Bill Pay payments are processed daily by 8 AM MT. Bill Pay payments initiated after 8 AM MT will be processed by 8 AM MT the next business day. Oxygen reserves the right to refuse to process payments to any individual or company. If the decision is made to refuse to process a payment Oxygen will notify you on or before the next business day.

These are the limits when using Bill Pay:

| Transaction Type    | Frequency and/or Dollar Limits*  |
|---------------------|--|
| Bill Pay Payment(s) | No limit to the number of payments per calendar day;<br>Up to \$5,000.00 per payment, maximum of \$5,000.00 per calendar month |

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

**Uncashed Bill Pay Payments:** Uncashed Bill Pay payments are voided after 180 days. Funds from voided checks will be credited to the Account by 8 AM MT on the next business day.

There is no fee to use Bill Pay.

**Cancelling a Bill Pay payment:** You may cancel a single Bill Pay payment as long as it has not been presented for payment by calling (866) 287-7021. Funds from any cancelled check will be credited to your Account by 8 AM MST on the next available business day.

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

## 2. Person to Person Transfers.

With your Account, you have access to a person to person transfer service ("P to P Transfers") via the "Friends" feature in the mobile application ("Service"). Use of the Service allows you to send money to other Oxygen members as well as receive money from other Members. You may send money to another Member by providing the intended recipient's email address, or mobile phone number, and the P to P Transfer dollar amount you would like to send. The P to P Transfer will be credited to the Account associated with the recipient's email address or mobile phone number. Approved P to P Transfers are automatically debited from the sending Member's Account and will be credited to the recipient Member's Account within seconds of the request being made. There is also an option of the "Friends" feature, "OGift," which allows multiple Oxygen Members to send money to a singular Oxygen Member. When using the Service to send an OGift, the multiple senders will all need to provide approval prior to the request for the P to P Transfer being made. Each sender will also have the ability to edit the P to P Transfer prior to the request being made. In the event that one of the senders edits the proposed P to P Transfer, every other sender will again have to approve the P to P Transfer before the request is considered made. If the OGift is set for a future date and time, the request will be considered made upon the stipulated date and time for all participating senders.

There are no fees associated with the use of the Service. However, message and data rates may apply to the use of the mobile device when using the Service.

**IMPORTANT: The intended recipient must have an open Account in order to receive the P to P Transfer. If the recipient does not have an active Account, a P to P Transfer cannot be made to that person.**

### How to use the Service

To send a P to P Transfer(s), the sender must login to their mobile application, select the Friends feature and enter the intended recipient's email address or mobile phone number. The sender can also allow the Oxygen mobile app to access to Member's mobile phone contact list, and select a recipient. When using the Service

to send an OGift, the sender will need to select additional senders (if any) and propose the apportionment of the P to P transfer.

The sender of the funds must make sure the recipient's email address or mobile phone number has been accurately entered to ensure the P to P Transfer is sent to the correct recipient. **The obligation to pay the P to P Transfer will not be excused by any error in the information the sender has entered.**

**(a) Important Information:**

- (i) As an Oxygen user, you consent to have your first and last names registered on your Account appear in your public profile page. This means your first and last names will be visible to other Members who search for you by mobile phone number or email address. This will assist the Member to verify you are the correct intended recipient of a P to P Transfer.
- (ii) The first name and last initial of the receiving Oxygen member will display in your transaction history and your statement after the P to P Transfer has been processed. There is a chat feature within the Service, and an optional reference field is also available to add a personalized message to the recipient. These messages will be visible in the Friends feature of the mobile app but will not be included on your monthly statement.

**(b) Important information when registering a mobile phone number and/or an email address:**

By using the Service to send or receive funds, you represent you are the owner or duly authorized user of the mobile phone number or email address you associate with the Account. By registering a mobile phone number with your Account, you are certifying to us that you (i) are the owner of the mobile phone account or have the account owner's permission to register the mobile phone number and/or (ii) are the owner of the email address or have the email address owner's permission to register the email address.

**Person to Person Transfer Limits.** A P to P Transfer may be initiated at any time but only if the transfer request does not exceed the available balance of your Account. Oxygen may refuse to process any transaction that exceeds any one or all of the limits appearing in the table shown below. If a P to P Transfer is denied because the Account balance is insufficient, you are responsible for making alternate payment arrangements with the intended recipient. These are the standard limits associated with P to P Transfer(s):

| Transaction Type  | Frequency and/or Dollar Limits*   |
|---|---|
| Person to Person Transfer(s)  | Send up to \$5,000.00 per P to P Transfer; Maximum of \$5,000.00 in P to P Transfers per calendar day; No limit to the number of P to P Transfers per calendar day; Maximum of \$15,000.00 in P to P Transfers per calendar month |
| <b>*All P to P Transfer limits are subject to temporary reductions to protect the security of the Account and/or the Service.</b> |   |

**Canceling a P to P Transfer:** Prior to sending a P to P Transfer, the sender is prompted to confirm the transaction. Once the P to P Transfer has been confirmed and sent, it cannot be canceled. It is the sender's responsibility to ensure the accuracy of the recipient's information and the dollar amount of the P to P Transfer **BEFORE** confirming the P to P Transfer request.

If you believe your Account has been compromised or that a P to P Transfer from your Account was made without your permission, call (866) 287-7021 **immediately**. Section III *"Electronic Funds Transfer Disclosure and Special Terms and Conditions"* appearing below, explains your liability for unauthorized transfers from the Account.

In case of questions related to the Service, please call Customer Service at (866) 287-7021.

### **3. Mobile Remote Deposit Capture.**

The Account gives you access to the Mobile Remote Deposit Capture Service ("MRDC"). You may remotely deposit check funds made out to you as the payee into your Account by choosing the mobile check capture icon in the mobile application. The MRDC process requires you to submit an image of the check, enter the U.S. dollar amount of the check, and endorse the check as directed.

MRDC is provided by a third-party money transfer service provider. To use MRDC, you must agree to the service provider's terms and conditions which are not part of the Agreement. The service provider may amend the terms and conditions from time to time. The terms and conditions may include fees for using MRDC. Any MRDC fees will be charged by the service provider. The MRDC terms and conditions, including any applicable fees, will be provided to you and you must read and accept them when you sign up for MRDC. Any limits or fees will be determined by the service provider. You will be notified about any fee to be charged for a particular remote capture before you authorize the capture. Generally, you will not have access to the money you deposit using MRDC until the check has cleared the third party. The check clearing process typically takes seven (7) business days, however it may take up to ten (10) business days. The service provider may offer immediate funds availability for a fee.

#### 4. Virtual Cards.

A "Virtual Card" consists of a 16-digit account number, a 3-digit security code, and an expiration date, linked to the funds in your Account. These Virtual Cards can be used to purchase goods or services or make payments online or by phone without presenting your physical Oxygen Visa Debit Card number. The Virtual Cards can be temporary or re-usable, but in any case, expire one year from the last day of the calendar month during which the Virtual Account was created. When you use your Virtual Card, the legal effect will be the same as if you used the physical Oxygen Visa Debit Card itself.

| Transaction Type   | Frequency and/or Dollar Limits   |
|--|--|
| Virtual Card   | No more than 30 Virtual Cards at a time; and<br>Up to \$2,500.00 per Virtual Card* |
| *The same transaction limitations as stated above for transaction type <b>Card Purchase (Signature)</b> in Section D.4 "Cash Access and Transaction Limitations" apply to Virtual Cards. |  |

## II. OXYGEN "ELEMENTS" LOYALTY PROGRAM

By opening an Account and obtaining a Card, you will be eligible to receive certain rewards and benefits under the Oxygen "Elements" Loyalty Program ("Program"). We reserve the right to change, cancel, or suspend the Program or any aspect of the Program at any time. We will provide you advance notice of any changes to the Program in the manner required by law.

### A. Program Tiers

The Program offers four distinct tiers of benefits: (1) Earth; (2) Water; (3) Air; and (4) Fire. You will be eligible for and automatically enrolled in the Earth tier of the Program by simply opening an Account and obtaining a Card. The Water, Air, and Fire tiers each offer increasing levels of benefits, and each require you to meet certain eligibility criteria and pay the applicable Annual Fee to qualify; the respective Annual Fee for each tier can be found in Section II C (below). If you meet the eligibility criteria for a higher Program tier, we will send you an invitation to enroll in the new tier.

### B. Program Eligibility

You will be immediately eligible for and enrolled in the Earth tier of the Program when you open an Account and obtain a Card. You will remain eligible for the Earth tier as long as you maintain your Account in good standing. Your Account is considered in good standing if it is open and not suspended or dormant.

To become eligible for the Water, Air, or Fire tiers of the Program, you must meet certain minimum Account activity requirements. On a daily basis, we will monitor your prior 30 days of Account activity to determine whether you have met the requisite eligibility criteria for invitation to a higher tier; monitoring begins the day your account is opened if you have been a customer for less than 30 days. Once you have met the eligibility criteria for a particular tier, we will invite you to enroll in that Rewards tier for a twelve-month period (the "Enrollment Period"). When you receive an invitation, you may choose to either continue in your current tier or enroll in the new tier and pay the applicable Annual Fee. If you enroll in the higher tier, you will not receive a refund on your prior Annual Fee or have access to any unused benefits from your prior tier.

To qualify for each tier, you must meet the following, minimum qualifying direct deposits and minimum qualifying Card transactions requirements during the prior 30 days.

| Program Tier                         | Earth | Water   | Air     | Fire    |
|--------------------------------------|-------|---------|---------|---------|
| Minimum Qualifying Direct Deposits   | \$0   | \$1,500 | \$3,000 | \$6,000 |
| Minimum Qualifying Card Transactions | \$0   | \$500   | \$1,000 | \$2,000 |

#### 1. Minimum Qualifying Direct Deposits

To determine if you meet the minimum qualifying direct deposits requirement, we will add all qualifying direct deposits made to your Account during the last 30 days. A "Qualifying Direct Deposit" includes Automated Clearing House (ACH) direct deposits from your employer, payroll provider, or government payer. Other deposits will not be counted toward your minimum qualified deposit amount for Loyalty Program eligibility purposes, including Bank ACH transfers, inter- or intra-bank peer-to-peer transfers, mobile check deposits, cash deposits, wire transfers or one-time direct deposits.

#### 2. Minimum Qualifying Card Transactions

To determine if you meet the minimum qualifying Card transactions requirement, we will add all qualifying Card purchase transactions on your Account and subtract any returns or refunds made to your Card during the last 30 days. Qualifying Card purchase transactions include all swipe and POS transactions, Card Not Present / ecommerce transactions, and Mail Order/Telephone order ("MOTO"). ATM cash withdrawals, over-the-counter or "cash back" transactions, and Visa Money Transfers DO NOT count as qualifying Card transactions.

### C. Program Enrollment and Fees

There is no Fee for enrolling in the Earth tier. For the Water, Air, and Fire tiers, you may enroll by accepting our invitation to enroll and paying the associated Annual Fee within 30 days of the invitation being sent to you. Any Annual Fee you agree to pay will be deducted from your Account. You must have sufficient funds in your account to complete the enrollment.

| Program Tier | Earth | Water   | Air     | Fire     |
|--------------|-------|---------|---------|----------|
| Annual Fee   | \$0   | \$19.99 | \$49.99 | \$199.99 |

#### 1. Enrollment Period

The Enrollment Period for your Loyalty Program tier will last for 12 months or until you accept an invitation to enroll in a higher tier, whichever is sooner. The Enrollment Period will begin on the following day after the day in which you pay the applicable Annual Fee or, if you were previously enrolled in the same tier, the following day after the day in which you renew your enrollment in that tier.

#### 2. Renewal at the End of the Enrollment Period

At the end of the Enrollment Period, your enrollment will automatically be renewed for another Enrollment Period (another 12 months). Oxygen will automatically deduct the Annual Fee from your Oxygen Deposit Account.

You will not need to pay an Annual Fee if you meet the following annual minimum qualifying Card transaction requirement for your tier.

| Program Tier                                | Earth | Water   | Air     | Fire     |
|---|-------|---------|---------|----------|
| Annual Minimum Qualifying Card Transactions | \$0   | \$3,000 | \$6,000 | \$12,000 |

To determine if you meet the annual minimum qualifying Card transaction requirement, we add all qualifying Card transactions on your Account and subtract any returns or refunds made to your Card during the last 365 days. Please refer to Section II.B.2 for what counts as a qualifying Card transaction. If you do not meet the minimum qualifying Card transaction requirement, you may also renew your enrollment in your current tier by paying the applicable Annual Fee again.

If you do not renew your enrollment in your current tier, we will automatically assign you to the next highest tier for which you qualify based on the annual minimum qualifying Card transaction requirements shown in the table above. You will not need to pay an Annual Fee if you are automatically assigned to another tier.

Your new Enrollment Period will begin on the first day after the day in which you renew your enrollment or are automatically assigned to a tier.

## **D. Program Benefits**

The specific rewards and benefits available to you will differ based on your Program tier. The rewards and benefits of each tier may change or be discontinued at any time and for any reason; we will notify you should this occur. You can always visit [oxygen.us/elements](https://oxygen.us/elements) to see all active rewards and benefits.

### **1. Oxygen Savings Account Interest Rate Bumps**

If you open an Oxygen Savings Account, the interest rate and annual percentage yield ("APY") that will be applied to your Savings Account is dependent upon the Program tier. Please refer to the Savings Account Agreement for more details and terms concerning interest and applicable APY.

### **2. Cashback Rewards**

When you obtain a Card, you will automatically be enrolled in the Oxygen Cashback Rewards program ("Cashback Program") provided by Oxygen, Inc. The Cashback Program allows you to earn cashback rewards that can be credited to your Account for qualifying purchases you make using your Card. The amount of cashback rewards you can earn on each qualifying purchase is based on your Rewards Program tier. The Cashback Rewards Program is governed by separate terms and conditions provided to you by Oxygen, Inc. and available at <https://oxygen.us/cashback>

### **3. Tier-Specific Debit Card Designs**

You will receive a Card with a design unique to the Program tier in which you are enrolled. However, if you are an existing Oxygen customer, you will not receive a new card until you qualify for Water, Air, or Fire.

### **4. Netflix and Peloton Digital Subscription Reimbursements**

If your Program tier is Water, Air, or Fire, we will reimburse you for the cost of up to two (2) months of Netflix and/or Peloton Digital subscription fees charged to your Card per Enrollment Period. Your Netflix and/or Peloton Digital subscriptions must be charged to your Card to receive reimbursement; this means you must have provided your card number for your subscription. If you provided your account and routing number, you will not be eligible to receive this reimbursement. We will automatically credit each reimbursement to your Oxygen Account within two (2) business days after we detect a Card transaction charged to your Account by either Netflix or Peloton. For Netflix subscriptions, the amount we will reimburse to you each month will be the lesser of the amount of the Card transaction or \$13.99. For Peloton Digital subscriptions, the amount we will reimburse to you each month will be the lesser of the amount of the Card transaction or \$12.99.

### **5. Global Entry Application Fee Reimbursement**

If your Rewards Program tier is Fire, we will reimburse you for the cost of a U.S. Customs and Border Protection Global Entry application fee charged to your Account using your Card. We will reimburse one (1) application fee every four (4) years. The application fee must be charged to your Card to receive reimbursement; this means you must have provided your card number for your subscription. If you provided your account and routing number, you will not be eligible to receive this reimbursement. We will automatically credit your Oxygen Account within two (2) business days after we detect a Card transaction related to the Global Entry program. The amount we will reimburse to you will be the lesser of the amount of the Card transaction or \$100.

## 6. Priority Pass Airport Lounge Access

If your Rewards Program tier is Air or Fire, you will be eligible to sign up for a complimentary, one-year Priority Pass membership offered by Priority Pass Limited. An active Priority Pass membership provides you with access to over 1,000 VIP airport lounges and lounge amenities worldwide. In addition to your complimentary membership, you will receive five (5) free visits to airport lounges if your Rewards Program tier is Air and ten (10) free visits if your Rewards Program tier is Fire. You may also bring one guest per visit free of charge. Your guest's visit will be counted toward your allotment of free visits. Your Card will be charged \$32 per visit per person after you have used your free visits.

You will receive an invitation to activate your complimentary Priority Pass membership within two (2) business days after you pay the Annual Fee associated with your Air or Fire Rewards Program tier. The invitation will contain a website address, unique activation code, and instructions for activating your membership. You will also need to download the Priority Pass mobile application to your mobile device from the Google Play Store or Apple App Store to use your membership. If your Air or Fire Rewards Program tier is renewed, you will be eligible for another complimentary, one-year Priority Pass membership. If you close your Account, your Priority Pass membership and any unused free visits will be canceled. Your Priority Pass membership is governed by separate terms and conditions available at [www.prioritypass.com](http://www.prioritypass.com).

## 7. Visa® Card Benefits

Your Card comes with certain travel and other benefits provided by Visa®. The following benefits are available to you regardless of your Rewards Program tier.

- Auto Rental Collision Damage Waiver
- Baggage Delay Reimbursement
- Lost Luggage Reimbursement
- Hotel Theft Protection
- Extended Warranty Protection
- Cellular Telephone Protection

These benefits are governed by the Oxygen Elements Cardholder Guide to Benefits available at [https://oxygen.us/guidetobenefits]. Please refer to the Oxygen Elements Cardholder Guide to Benefits for information concerning these benefits.

## III. ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS

### A. ACH Transactions

Your Account number and the Bank's routing number may be used for preauthorized direct debits ("ACH Debit(s)") from merchants, Internet service or other utility service providers ("Payees") and for the purpose of initiating direct deposits ("ACH Credits") to your Account.

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

#### Limits on ACH Debit Transactions.

(a) **Cut-off Time.** The cut-off time for scheduling ACH transfers is midnight Mountain Time. Any transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day.

(b) **ACH Debit Limits.** The amount of funds that can be transferred from your Account per day are limited as follows:

| Transaction Type <sup>§</sup>   | Frequency and/or Dollar Limits  |
|---|---|
| ACH Debits initiated by an external third party   | No limit to the number of times per calendar day;<br>Limited to the available Account balance   |
| ACH Debits initiated through the Platform and credited to another bank account you own* | No limit to the number of times per calendar day with a maximum initial debit of \$200.00 per calendar day, and a maximum of up to \$500.00 per calendar month; ACH |

|   |  |
|---|--|
|   | rejections or returns may lead to restrictions on ACH transfers **   |
| ACH Credits initiated from an external financial institution  | No limit to the number of times per calendar day; Limited to the available Account balance   |
| ACH Credits from an external financial institution to the Deposit Account initiated using the Platform <sup>†</sup>   | No limit to the number of times per day with a maximum initial credit of \$200.00 per calendar day, and a maximum of up to \$500.00 per calendar month; ACH rejections or returns may lead to restrictions on ACH transfers ** |
| <p><b><sup>§</sup>A hold applies. See section VII, “Funds Availability Policy.” for details.</b></p> <p><b>*Acceptance of ACH Credits may vary by financial institution. Please contact the bank you wish to send funds to prior to initiating an ACH Credit to determine if restrictions apply.</b></p> <p><b>**Certain Accountholders may be eligible for higher ACH Credit transfer limits based on Account history, at our discretion.</b></p> <p><b><sup>†</sup>The names of the recipient and the sender on any ACH transfer must match and also match the name of the owner of the Account. Any ACH transfer received for which either the names of the recipient and the sender do not match or do not match the name of the owner of the Account will be returned to the originator.</b></p> |  |

## B. Electronic Funds Transfer Services.

The following terms are used to describe Electronic Funds Transfer (“EFT”) services. “Automated credits” or “direct deposits” are deposits made to your Account by electronic means. “Automated debits” and “automated payments” indicate payments authorized by you to be made from your Account by electronic means. “Online Transfers” are the movement of funds between your Account through use of the Platform.

When you accept direct deposits or authorize automatic payments/debits or transfers to or from your Account, you agree to these terms and conditions.

Other relevant terms and conditions described elsewhere in the Agreement also apply as long as they are consistent with Regulation E or section II.

### 1. Types of Electronic Funds Transfers Available.

- You may arrange with another party, such as your employer or a government agency, to electronically deposit funds on a one-time or recurring basis directly to your Account.
- You may authorize another party, such as a merchant, to make a one-time or recurring payment(s) using the Account and bank routing numbers, directly from your Account subject to the established limitations on withdrawals and transfers.
- You may also direct that funds be transferred from your Account to other external accounts you own using the transfer option in the Platform.
- You may use the Card to make purchases at merchants that accept the Card or to obtain cash at ATMs and, subject to availability, cash back at POS terminals.

### 2. Limitations on Transfers, Amounts and Frequency of Transactions.

- You may make cash withdrawals and POS purchases, not to exceed the established limits for your Account. See the above sub-section captioned “Cash Access and Transaction Limitations.” for details about the limits.
- If your Account is closed, blocked or suspended for any reason, you will not be able to transact using your Card (including at an ATM).

### 3. Right to Receive Documentation of Electronic Funds Transfers.

- Statements.** You will have access to an electronic monthly statement that can be viewed via the Platform.



- b. **Direct Deposits or Automated Credits.** If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, call (866) 287-7021 to find out if the deposit has been made.

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

If you scheduled a one-time transfer over the phone or recurring transfers using a written authorization form, you can stop any of these payments. Here's how:

To stop a recurring transfer to a merchant you preauthorized to debit your Account, please contact the merchant to request cancellation of the recurring payment.

If the merchant with whom you arranged recurring transfers from your Account is unable or unwilling to stop the transfer, send an email message to [support@getoxygen.com](mailto:support@getoxygen.com), contact Oxygen Support via the in-app messaging feature, or call (866) 287-7021 to request a stop on such payment. Your request to stop payment must be received at least three (3) business days before the payment is scheduled to be made. You will need to tell us: the name of the payee, the dollar amount of the payment, and the date of the payment. You will also need to tell us if the stop payment request is for a single, *i.e.* one (1) recurring payment, or if you want to permanently stop all recurring payments to a specific merchant.

#### **5. Notice of Varying Amounts.**

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

#### **6. Our Liability for Failure to Stop Payment of Preauthorized Transfer.**

If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### **7. Your Liability for Unauthorized Transfers.**

- a. Contact us at once if you believe your Card, PIN or Account number has been stolen. Telephoning is the best way to minimize your possible losses. If your Card, PIN or Account number has been lost or stolen, or someone has transferred or may transfer money from your Account without your permission, call (866) 287-7021. If you notify us within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used the Card, PIN or Account number without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card, Account number or PIN and we can prove that we could have stopped someone from using your Account without your permission if you had promptly notified us, you could lose as much as \$500.00.
- b. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions made with the Card is \$0.00 if you are not negligent or fraudulent in the handling of the Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa or to ATM transactions outside the U.S. You must notify us immediately of any unauthorized use.
- c. Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the below sub-section captioned "*Information About Your Right to Dispute Errors.*" If you do not notify us within sixty (60) days after you become aware of the transaction(s) and/or the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking value if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If your Card, PIN or Account number has been lost or stolen, we will close your Card and/or Account to keep losses down and send you a replacement Card and/or Account number.

**If your Account number changes, you must immediately notify your employer or any other payors or merchants. You must provide them with your new Account number to ensure that your direct deposit and/or ACH Debit activity continues uninterrupted.**

#### **8. Our Liability for Failure to Complete Transactions.**

If we do not properly complete a transaction from your Account or Card on time or in the correct amount according to the Agreement; 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 funds available in your Account to complete the transaction;
- 2) If a merchant refuses to accept your Card or Account number;
- 3) If an ATM where you are making a cash withdrawal does not have enough cash;
- 4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- 5) If access to your Card or Account has been blocked after you reported your Card or Account number lost or stolen;
- 6) If there is a hold on your funds or your funds are subject to legal or administrative 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 communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- 9) Any other exception stated in the Agreement.

#### **9. Confidentiality.**

We may disclose information to third parties about your Account, Card, or the transactions you make:

- 1) When it is necessary for completing transactions;
- 2) In order to verify the existence and condition of your Account or Card for a third party, such as a merchant;
- 3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- 4) If you consent by giving us your written permission;
- 5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- 6) Otherwise as necessary to fulfill our obligations under the Agreement.

#### **10. Information About Your Right to Dispute Errors.**

In case of errors or questions about your electronic transactions, call (866) 287-7021, contact Oxygen Support via the in-app messaging feature or send an email message to: [claims@getoxygen.com](mailto:claims@getoxygen.com) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You will need to tell us:

1. Your name, the Account number and/or 16-digit Card number;
2. Describe the error or the transfer you are unsure about, and explain why you believe there is an error or why you need more information; and
3. The dollar amount of the suspected error.

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

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

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

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documentation used in the investigation may be obtained by contacting us at the phone number or address shown at the beginning of this sub-section. If you need more information about our error-resolution procedures, call (866) 287-7021 or visit [getoxygen.com/legal](https://getoxygen.com/legal) at the Website.

#### 11. Truth in Savings Disclosures.

- **This is not an interest-bearing account.** No interest will be paid.
- **Minimum Balance Requirements.** There is no initial deposit required to open an Account. You may deposit any amount you wish when opening the Account.
- **Transaction Limitations.** Minimum and maximum withdrawal limitations apply. See the sub-section above captioned "*Cash Access and Transaction Limitations*." for full information about these limits.

#### 12. English Language Controls.

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

### IV. OTHER DISCLOSURES

#### 1. Customer Service.

For Customer Service assistance or additional information regarding your **Oxygen Deposit Account**, please contact: [support@getoxygen.com](mailto:support@getoxygen.com); the in-app chat feature; or at the following phone number: (866) 287-7021

Customer Service agents are available to answer your **calls, chats, and emails**:  
Monday through Friday, 10 a.m. to 6 p.m. ET (holidays excluded)  
Saturday and Sunday, 10 a.m. to 6 p.m. ET (holidays excluded)

#### 2. Telephone Monitoring/Recording.

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

#### 3. No Warranty Regarding Goods or Services as Applicable.

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Account.

#### 4. Arbitration.

This Arbitration Clause sets forth the procedures for resolving a Claim under this Agreement. As used in this Arbitration Clause, a "**Claim**" is any preexisting, present or future claim, dispute, or controversy between you and us arising out of or relating directly or indirectly in any way to this Agreement. The term "Claim" has a very broad meaning and includes, by way of example and not limitation, disputes concerning: (i) the acquisition, use, or balance of your Account; (ii) advertisements, promotions or oral or written statements related to the Account (iii) a dispute based on a federal or state statute or local ordinance; (iv) data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us of any non-public personal information about you; and (v) the relationships between you and us arising from this Agreement or any of the foregoing. Notwithstanding the foregoing, a "Claim" does not include (i) the exercising of any self-help or non-judicial remedies by you or us, meaning actions you or we can take that do not involve court action. Examples of this include setoff rights or enforcement of our security interest in your Account, (ii) disputes regarding a person's authority to act on your Account and disputes regarding ownership of funds and other legal matters dealing with "legal process" or "legal proceedings and disputes"; and (iii) obtaining provisional

or ancillary remedies including, but not limited to, attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction.

This Arbitration Clause provides that all Claims shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration, unless excepted or opted out in accordance with the terms below.

By not opting out according to the terms below, you acknowledge that:

1. YOU AND WE WILL BE BOUND BY THIS CLAUSE TO ARBITRATE ANY CLAIM IF YOU OR WE ELECT ARBITRATION, UNLESS THE CLAIM IS BROUGHT IN OR REMOVED TO SMALL-CLAIMS COURT PURSUANT TO THIS ARBITRATION CLAUSE;
2. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE; AND
3. YOU AND WE WILL NOT BE ABLE TO BRING OR BE A CLASS MEMBER IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION ("Class Action Waiver").

**Arbitration:** In arbitration, a neutral third-party arbitrator resolves Claims on an individual basis. Arbitrations under this Arbitration Clause will be made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA") (9 U.S.C. 1-16). An arbitration of a Claim will be conducted by the American Arbitration Association ("AAA") under its rules; if AAA cannot serve and we do not agree on an alternative arbitrator, a court with jurisdiction will select the arbitrator. For a copy of AAA procedures, to file a Claim, or for other information about this organization, contact AAA at 120 Broadway, Floor 21, New York, NY 10271, (1-800-778-7879), [www.adr.org](http://www.adr.org). **We will pay the initial filing fee to commence arbitration and other fees we are required to pay by the AAA Rules, and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.** The arbitrator's award shall be binding and final, except for any appeal rights under the FAA. Judgment on the arbitration award may be entered in any court having jurisdiction.

**Alternative for Individual Claims:** This Arbitration Clause does not affect your or our right to pursue individual Claims in small claims court (or your state's equivalent court) if the court has jurisdiction over the dispute and the dispute remains in that court. If a party brings a Claim in arbitration, the other party may remove the Claim to small-claims court if the amount in controversy (exclusive of attorneys' fees and costs if applicable law so provides) is properly within the jurisdiction of a small-claims court. The opposing party must provide notice of intent to remove to small-claims court within 30 days of receiving an arbitration demand from the other party. In any event, if the Claim is removed, appealed or transferred from small-claims court to another court, it shall be subject to arbitration at the election of either party.

**Enforceability:** All disputes as to the scope, enforceability and validity of this Arbitration Clause shall be made exclusively by a court of competent jurisdiction.

**Process:** Before bringing a Claim in court or in arbitration, the complaining party must give the other party written notice of the Claim. If you are the complaining party, you must send the notice in writing (and not electronically) to PO Box 477, San Francisco, CA 94105. You or your representative must sign the notice and must explain the nature of the Claim and any supporting information, such as your Account number and a contact information where you (or your representative) can be reached. If we bring a Claim, we will send a letter to you using the information we have on file for you. The receiving party will have 30 days to respond to the demand.

**Opting out:** If you do not wish to be bound by this Arbitration Clause, you must mail us a signed notice within 45 calendar days after you acquire or open the Account to [support@getoxygen.com](mailto:support@getoxygen.com). We will need your name, address, telephone number and Account number. State that you "opt out" of arbitration. Opting out will not affect the other provisions of this Agreement. By opting out, you will have all options available under law to raise a dispute or Claim.

**Survival:** This Arbitration Clause shall survive: (i) termination of the Agreement by either party; (ii) the bankruptcy of any party; (iii) any transfer, sale or assignment, or any amounts owed on your Account, to any other person or entity; or (iv) closing of the Account. If any portion of this Arbitration Clause is deemed invalid or unenforceable, the remaining portions shall remain in force, except that: (A) If the Class Action

Waiver is declared unenforceable in a proceeding between you and us with respect to a Claim that does not seek public injunctive relief, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Clause (except for this sentence) shall be null and void in such proceeding; and (B) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Clause prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim, and that determination becomes final after all appeals have been exhausted, the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for class-wide or public injunctive relief be arbitrated.

## **V. WIRE TRANSFERS**

**ONLY WIRE MONEY TO PEOPLE YOU KNOW, OR TO RECIPIENTS YOU HAVE VERIFIED. ONCE THE WIRE IS SENT, YOU MAY NOT BE ABLE TO RECOVER YOUR MONEY**

### **A. Service**

The terms and provisions below describe the Oxygen Wire Transfer Service (referred to as "Wire Services" or "Wires" or "Wire Transfers") including what you can expect from us and the security procedures we will take when you use Wires. You must be an active Oxygen member with a valid user ID and password to use Wires. You must also have an Account belonging to one of the following tiers: Water, Air, or Fire. For the avoidance of confusion, Account members of the Earth tier will not be able to use Wires for the entirety of their Account's duration in that tier.

Accounts will only be enabled to make domestic Wire Transfers. A "Domestic Wire Transfer" is a wire sent to a bank within the United States (including its territories). Oxygen does not allow for Wires to be sent to a bank outside the United States (including its territories).

By accepting and using Wire Services, you agree to these terms and conditions and authorize us to provide you with requested Wire Services using our mobile app or web interface. All other payments or transfers available through mobile app or web interface are subject to separate terms and conditions.

### **B. Security Procedures.**

The following security procedures are only to help prevent unauthorized access to your Account. You should not discuss or disclose your Username and password, any applicable one-time code, or any other information or credentials that we may use to confirm your identity with any person regardless of if they have access to your accounts.

You acknowledge the security procedures for Wires are a commercially reasonable method of verifying your Wire Transfer and reducing or preventing fraud. You acknowledge that you are responsible for any Wire Transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.

Prior to scheduling a Wire Transfer, you must provide (i) a recipient in accordance with the information we require, (ii) the financial institution that holds the recipient's account, and (iii) a purpose for the Wire Transfer. When you use this service, you will authenticate with a username and password and may, from time to time, be asked to complete additional authentication steps like security questions, one-time codes, and other methods of authentication.

We may impose stricter security procedures for any particular Wire Transfer you make, but we have no obligation to do so. If we choose to impose stricter security procedures, we will not be liable to you for any delays or losses, and we will not be obligated to impose such security procedures in the future.

### **C. Processing, Canceling, Delays and Notifications of Wire Transfers.**

#### **1. Processing**

We will start processing your Wire Transfer the same Business Day if we receive it and complete our security procedures before the cutoff times we establish. Currently, the last cutoff time for your request to be processed the

same Business Day it is received is 3:00 PM EST. In order to complete our processing before the cutoff times we establish, we, or Oxygen, may need to finish secondary internal reviews, and the Accountholder must have available funds within their Account. We are not obligated to accept or process Wire Transfers that exceed your daily limit, which may change over time.

## **2. Canceling**

Once you have submitted a Wire Transfer for the current Business Day, you cannot cancel it after we have begun processing, but you may request us to attempt to return the funds to you. If the recipient's bank agrees, your funds may be returned to you, but likely not in the full amount that was originally sent. If, for whatever reason, we cannot process your Wire Transfer, we will notify you via the email address we have on file for you.

## **3. Modifying**

Once a Wire Transfer has begun processing, we will not be able to change any type of Wire Transfer requests. However, if your request is incomplete or deficient in some way that prevents us from processing the Wire Transfer, we will notify you via the email address we have on file for you.

## **4. Internal Review**

All scheduled Wire Transfer requests are subject to an internal review or review by Oxygen. This review may include the recipient or the purpose of the Wire, and the Wire may not be approved. Additionally, we or Oxygen may need to contact you to verify information about your Wire Transfer during that internal review. During the internal review, funds may be deducted from your Account, or a hold may be placed on your Account; either of these, singularly or together, may result in processing delays. Once we have released the Wire Transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes. Please understand that neither we nor Oxygen control the recipient bank's processes.

## **5. Notifications**

We will send you an email notification regarding the status of your Wire Transfer. It will be sent to the email address we have on file for you at the time. We may also notify you via phone call, SMS or push notification within the mobile app of the status of your Wire Transfer, but we are not required to do so. If the email is returned undeliverable, or we are unable to send an email due to system failures or outages beyond our reasonable control, it remains your responsibility to monitor your account for the status of your Wire Transfer; this can be done via the mobile app within the Wire Dashboard. You may also contact us at [support@getoxygen.com](mailto:support@getoxygen.com) for the status of your Wire Transfer. These notification methods are deemed to be commercially reasonable. Any other information we may provide upon successfully scheduling a Wire Transfer is only an indication that we have received your request and not necessarily an indication that we have accepted or agreed to process your Wire Transfer.

## **6. Identifying Number**

We or any other bank involved in the Wire Transfer will complete your request using the account number or bank identification number you provide, even if the numbers do not match the recipient's or bank's name.

**PLEASE UNDERSTAND THAT IF YOU PROVIDE US AN INCORRECT ACCOUNT NUMBER FOR THE RECIPIENT OR AN INCORRECT ROUTING OR IDENTIFICATION NUMBER FOR THE RECIPIENT'S BANK, YOU COULD LOSE THE AMOUNT OF THE WIRE TRANSFER.**

## **7. Future Dated Wire Transfers**

You may request a future dated (one-time) Wire Transfer to an established recipient from your Account. It is your responsibility to update or change any such payment details.

You may cancel a future dated or repeating Wire Transfer before 11:59 p.m. Eastern Time the calendar day **before** the Wire Transfer is scheduled to begin processing by contacting us/canceling within the mobile app or on the web platform.

## **D. Fees and Limits**

We may charge a fee when you use Wire Services. This fee is based on your Account type; please consult the Fee Schedule in effect when the Wire is sent from your Account. We may use any Wire Transfer system we believe reasonable to complete your request, regardless of any instructions you might give us. If the recipient's account is also an Oxygen account, we may complete your request using an internal transfer. You are responsible for all fees and taxes, including our fees and any fees charged by other Wire Transfer systems or banks involved in the transfer.

### 1. Limits on Wire Transfers

The amount of funds that can be transferred by Wire from your Account are as follows:

| Transaction Type  | Frequency and/or Dollar Limits  |
|---|---|
| Wire Transfers initiated from Oxygen Personal Account*                                  | \$10,000 limit per transfer;<br>\$10,000 daily limit;<br>\$25,000 monthly limit |
| *Water, Air and Fire Elements only; Earth members do not have access to Wire Transfers. |   |

### 2. Wire Services Rules and Laws.

The use of this Wire Service is subject to all applicable U.S. federal and state laws, regulations, rules and Wire Transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable, which, in the event of a conflict with this Agreement, will govern. All of your Wire Transfers must comply with U.S. laws, including the regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Asset Control and other applicable laws.

### 3. Contact Us in the Event of an Error

We will not be responsible for any delays in payment or additional fees caused by your failure to promptly notify us. You will exercise ordinary care to determine whether a Wire Transfer request we accepted and subtracted from your Account was either in error or not authorized. In the event of an error or unauthorized Wire Transfer, you agree to notify us within 30 days after we mail a statement reflecting the transfer or otherwise make such a statement available (for example, paperless statements). You agree that we are entitled to retain payment for a Wire Transfer unless you notify us within this 30-day period.

### 4. How to contact us

In case of errors or questions about your wire transfer(s) please contact us as follows:

Written Correspondence: [support@getoxygen.com](mailto:support@getoxygen.com)

## VI . FEE SCHEDULE

**All fee amounts will be withdrawn from the Account and will be assessed as long as there is a remaining balance in the Account, except where prohibited by law. Any time the remaining balance in the Account is less than the fee amount being assessed the entire balance of the Account will be applied to the fee amount.**

| Fee Description  | Fee Amount and Frequency   |
|--|--|
| Domestic Cash Withdrawal Fee (applies to ATM cash withdrawals) * | \$3.00 (per withdrawal). <b>Domestic cash withdrawals made at Allpoint® ATMs are surcharge-free. Withdrawals made at ATMs outside the Allpoint network will be charged this fee.</b> You may be charged an additional fee by the ATM operator, even if you don't complete the transaction. |
| Card Replacement Expedited Shipping Fee                          | \$50.00 per expedited replacement card (via FedEx).  |

|  |  |
|--|--|
| International Cash Withdrawal Fee (applies to ATM cash withdrawals) *  | \$5.00 plus the 1% International Transaction Fee (per withdrawal). <b>The International Cash Withdrawal Fee will be credited back to your Account for the first international ATM cash withdrawal per calendar month, but the International Transaction Fee will apply.</b> Each international ATM cash withdrawal thereafter will be charged \$5.00 plus the International Transaction Fee. You may be charged an additional fee by the ATM operator, even if you don't complete the transaction. |
| International Transaction Fee (applies to both Signature and PIN transactions)   | 1% of the transaction amount per transaction   |
| Annual Fee   | See Section II.C above for fees specific to the Elements Loyalty Program   |
| Outgoing Wire Fee: Personal Account (Air, Water, Fire)   | \$15.00 per transaction.   |
| <b>*If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Account.</b> |  |

## VII. FUNDS AVAILABILITY POLICY

Information contained in this section is provided to assist you in understanding our Funds Availability Policy. All deposits into accounts opened through the Bank are processed at a Bank processing facility.

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

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

### 1. Availability.

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

### 2. Business Days.

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

### 3. Same Day Availability.

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

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

### 4. Funds Availability Using The Platform



Electronic transfers deposited into the Account initiated through the Platform may take up to five (5) business days from the date of the initial request, but will post on the payment date of the deposit once the money has reached us.

This Agreement is effective 06/2023