

## Overdraft Protection Service Account Agreement Supplement (Overdraft Protection Terms)

The following Overdraft Protection Service Account Agreement Supplement ("**Supplement**") is in addition to your Deposit Account Agreement ("**Agreement**") and sets forth the terms and conditions under which the optional Overdraft Protection Service is made available to your Account. Unless otherwise defined in this Supplement, the capitalized terms used herein shall have the same meanings as described in your Agreement. **If there is a conflict between a provision of this Supplement and a provision of your Agreement, this Supplement shall prevail in relation to the Overdraft Protection Service. All other provisions, including those related to Arbitration, Privacy, and others, will continue to govern with respect to your relationship with us and your use of your Account.** Read these terms carefully and retain for future reference.

### 1. WHAT YOU NEED TO KNOW ABOUT OVERDRAFT AND OVERDRAFT FEES

You generally do not have the right to make transactions or incur fees in amounts exceeding the balance of your Account ("**overdraft**"); however, as a non-contractual courtesy, the optional Overdraft Protection Service ("**ODP Service**") is available if you elect to participate ("**opt-in**"), and you have met each of the activation and eligibility requirements described below. In the event you qualify and opt-in to the ODP Service, we may allow you to conduct Card transactions and incur fees that exceed the available balance of your Account, subject to the applicable fees and limitations described herein. We reserve the right to pay overdrafts at our discretion, which means we do not guarantee that we will authorize and pay any transaction. If we do not authorize the transaction, it will be declined. We may deactivate your use of the ODP Service at any time, including if you incur too many overdrafts.

### 2. GETTING STARTED

#### a. Eligibility

In order to qualify for the ODP Service, you must:

- (1) receive Automated Clearing House ("**ACH**") credits intended for, or posted to, your Account from payroll, pension, state or federal payments (including Social Security benefits), from your employer or other originator ("**Direct Deposits**") totaling at least four hundred dollars (\$400) to your Account within thirty-five (35) days of activation (ACH Deposits received prior to enrollment in the ODP Service will be considered for purposes of activation eligibility);
- (2) have no previously charged-off overdraft balances on an account serviced by the eligible program, unless the charged off balance has been paid back in full, and the accountholder has completed a six (6) month extension
- (3) have no record of Accounts previously closed for fraudulent or suspicious account activity;
- (4) have a positive Account balance at the time of activation; and
- (5) have not received any CA Benefit Payment (as defined below) to the Account.
- (6) Have not previously overused ODP Service (as determined by our sole discretion).

Under California law, deposits of child support payments, unemployment compensation benefit payments, disability payments, or public assistance payments from the state of California (each a "**CA Benefit Payment**") cannot be made to an account if that account (i) is attached to an overdraft feature that is automatically repaid from the account and (ii) has fees, charges or other costs associated with the overdraft feature. As a result, if any CA Benefit Payment is deposited into your Account you will not be able to enroll or participate in the ODP Service. If you have already enrolled in the ODP Service and subsequently receive a deposit of any CA Benefit Payment into your Account, you will no longer be eligible for the ODP Service and your enrollment will be terminated and deactivated immediately without notice except as required by law, and you will not be able to re-enroll in the ODP Service until you have not received any of the above CA Benefit Payments for a period of six (6) consecutive months.

#### b. Activation

To activate ODP Service on your Account you must take each of the following steps:

- (1) log into your account at [www.myspendwell.com](http://www.myspendwell.com) or on the spendwell mobile app, and go to "Money In" → "Overdraft protection."
- (2) review and accept this Supplement ("Overdraft Terms") and the Overdraft Notice;
- (3) select your notification preferences so that we can contact you if you overdraw your Account;
- (4) Click "Enroll in overdraft protection."

The Service will be activated on your Account within twenty-four (24) hours after you satisfy all of the eligibility requirements and complete each of the steps for activation. After activation of the ODP Service, you:

- (1) Must continue to receive Direct Deposits to your Account totaling at least \$200.00 every thirty (35) days to remain eligible for the ODP Service.
- (2) Must have no more than three (3) thirty-day (30) periods in any 12-month rolling period where the account remained overdrawn.
- (3) Cannot have a negative balance for more than thirty (30) days,
- (4) Must remain opted-in to the ODP Service.

### 3. TERMS OF USE

#### a. Rights and Responsibilities

If you have enrolled in ODP Service and meet our eligibility requirements, we may authorize and pay overdrafts initiated using your Card, including Card purchases and Automated Teller Machine ("ATM") withdrawals. **Check and ACH debit transactions are not eligible for coverage.** It is important to keep track of the available balance in your Account because it will be your

responsibility to determine if you have overdrawn your Account, the day and time the overdraft occurred, and the amount of any authorized overdrafts.

You agree that within thirty (30) days of any overdraft occurrence on your Account you will add sufficient funds to bring your Account back to a zero or positive balance, or that you will otherwise immediately pay such amount(s) to us in full upon demand by us. You acknowledge that your participation in the ODP Service and the settlement by us of any transactions exceeding your available Account balance does not constitute a contractual extension of credit. Our authorization or settlement of any transaction on one or more occasions does not obligate us to authorize or settle future transactions.

We have no obligation to notify you before we approve or decline a transaction that would result in an overdraft in your Account. ODP Service is offered in our sole and absolute discretion, and as such, we may elect to deactivate ODP Service at any time, refuse to authorize any transaction that exceeds your available Account balance, modify eligibility or activation requirements, and/or modify or change the Overdraft Protection Service Fee, limits, or any other aspect of the ODP Service.

**b. Courtesy Coverage**

Once you have opted into and become eligible for the ODP Service, you may overdraw your account up to \$10 at no charge (“\$10.00 Courtesy Coverage”). Once the overdrawn balance exceeds \$10, an Overdraft Protection Service Fee is charged for the first transaction that causes the negative balance to exceed \$10 and for each additional transaction that further overdraws the Account, up to the limits established for the ODP Service.

**c. Fees**

Your participation in ODP Service is subject to the terms of this Supplement and any applicable terms to your Agreement. By using ODP Service, you may incur fees. The Overdraft Protection Service Fee is applied to certain transactions described below that result in a negative available balance in your Account at the time of the transaction and is in addition to any other fees ordinarily applicable to a transaction on your Account as disclosed in your Agreement.

Fee associated with ODP Service		
<b>Overdraft Protection Service Fee</b>	Fee is applied for each transaction that overdraws your Account beyond the \$10.00 Courtesy Coverage, up to a maximum of four (4) Overdraft Protection Service Fees per calendar month.	<b>\$15.00</b>
Multiple Overdraft Protection Service Fees may be charged if multiple overdraft transactions are approved on the same day. Transactions are not always processed in the order in which you make them. The order in which the transactions are received and processed can affect the balance in your Account and the total amount of overdraft fees assessed to your account. See your Agreement for disclosures regarding availability of funds and transaction processing.		

Once your Account has been overdrawn creating a negative balance greater than the \$10.00 Courtesy Coverage, you will have twenty-four (24) hours to deposit into your Account sufficient funds to bring your Account back to a zero or positive balance to avoid incurring any Overdraft Protection Service Fees. If you fail to do so, you will incur an Overdraft Protection Service Fee for each transaction approved after your Account balance was greater than the \$10.00 Courtesy Coverage, subject to the limitations set forth herein.

**4. Exclusions: Check transactions and ACH Debit transactions, including bill pay transactions initiated through any bill pay service, are not eligible for coverage under the ODP Service.**

**5. NOTIFICATIONS**

We will send you email notifications to the email address we have for you on file when (a) you opt-in or opt-out of the ODP Service; (b) a transaction occurs that results in a negative balance in your Account; (c) an Overdraft Protection Service Fee is assessed, or (d) the ODP Service is activated or deactivated on your Account. It is your sole responsibility to ensure that the email address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current email address.

You will receive an email (and a text message if you are enrolled in text alerts, third party text and data rates may apply) notifying you when an overdraft occurs. We will tell you when the transaction occurred and its amount. If the overdraft was the first transaction to cause an overdrawn balance greater than the \$10.00 Courtesy Coverage, we will also tell you when the 24-hour grace period to deposit funds ends for purposes of avoiding Overdraft Protection Service Fees. You will receive a notice of changes to this Supplement when required by applicable law or as disclosed herein.

**6. DISCONTINUING THE ODP SERVICE**

If your ODP Service is deactivated for any reason, you remain responsible for any negative balance(s) on your Account and agree that any deposits made to your Account will be used to offset the value of the negative balance(s), if any. Further, we have the right to pursue collection of any amounts owed at our sole and absolute discretion. If permitted, you may retake each of the steps

described above in order to reactivate the ODP Service.

**a. Opt Out**

Once you have opted-in to the ODP Service, you may opt-out at any time online or through the mobile app

**b. Deactivation**

We may deactivate your use of the ODP Service if (i) you violate the terms of this Supplement or the Agreement; (ii) you fail to receive Direct Deposits totaling at least \$200.00 every thirty (35) days after activation of the ODP Service, or (iii) you overuse ODP Service (as determined in our sole discretion). In addition, because this is a discretionary service, we may deactivate the ODP Service at any time for any reason. Your Account will remain open to receive deposits that will automatically be applied to your negative balance before they are made available to you.