SoFi Bank, N.A.
Debit Card Agreement

Effective October 22, 2026

This SoFi Bank Debit Card Agreement ("Agreement") is between you ("you" or "your") and SoFi Bank, National Association ("SoFi Bank"). "We", "us" and "our" refer to SoFi Bank. This Agreement sets forth the terms and conditions that govern the use of your SoFi Bank World Debit Mastercard® ("Debit Card") issued by SoFi Bank offered in connection with your SoFi Bank Checking Account (the "Account") established by SoFi Bank.

I. SCOPE OF AGREEMENT

Your Debit Card is issued by SoFi Bank for use in connection with your Account. The terms of your Account and any disputes arising thereunder will be governed by your SoFi Bank Deposit Account Agreement between you and SoFi Bank (the "Deposit Account Agreement"), which can be found at www.sofi.com/SoFiBankDepositAccountAgreement/. **All defined terms used but not defined herein shall have the meanings set forth in the Deposit Account Agreement**.

The terms of this Agreement, together with the terms of your Deposit Account Agreement which are incorporated herein by reference, and any amendments, addendums, disclosures, supplements, schedules, updates, notices and other communications required or permitted by law or regulation that are delivered to you related to your Account or Debit Card (collectively, the "Disclosures"), will govern your rights and obligations related to the use and operation of your Debit Card, and inform you what to expect from SoFi Bank in connection with your Debit Card.

This Agreement replaces any earlier Debit Card agreements you may have previously received and applies to any new or replacement Debit Card.

II. BUSINESS DAYS

For purposes of this Agreement, our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

CUSTOMER SERVICE

If you have questions about your Debit Card, your Account, or this Agreement, you may: (i) visit the SoFi Bank website at http://www.sofi.com; (ii) use the SoFi mobile app; or (iii) contact SoFi Bank Customer Service by visiting www.sofi.com/contact-us for available support options. At any time, you can use the SoFi mobile app or the SoFi website to freeze activity on lost or stolen cards.

Please do not include your Debit Card number, SoFi Account number, or personal information such as social security number in your email correspondence to SoFi.

III. RECEIVING AND ACTIVATING YOUR DEBIT CARD

SoFi Bank will provide you with a digital version of your Debit Card upon Account opening, which you may add to a digital wallet through the SoFi mobile app. In addition, unless you obtain a SoFi Smart Card, a physical Debit Card will automatically be mailed to you by the U.S. Postal Service to the mailing address we have on file for you. If you obtain a SoFi Smart Card, you may request that a physical Debit Card be mailed to you by the U.S. Postal Service to the mailing address we have on file for you by contacting Customer Service at 1-855-456-7634 or through the SoFi mobile app or website. We reserve the right to require specific account activity, such as funding from an external bank, before a physical Debit Card is mailed.

Physical Debit Cards must be activated before use. You can activate the Debit Card through the SoFi mobile app or website, as well as by calling SoFi Bank Customer Service at 1‑855‑456‑7634. When calling to activate your Debit Card, you may be required to verify the last four digits of your Taxpayer Identification Number (i.e., your Social Security Number or Individual Taxpayer Identification Number) and provide other information.

IV. YOUR PIN

When activating your physical Debit Card, you will also be able to select a four-digit personal identification number ("PIN") which will be used at automated teller machines ("ATMs") and for PIN-based purchases at point-of-sale ("POS") devices.

We will treat the use of your PIN as your authorization for transactions made using your Debit Card. Whenever your PIN is used in connection with a Debit Card transaction, its use will have the same legal effect as if you signed a written direction authorizing us to approve of the transaction.

Protecting the security of your Debit Card and PIN is very important. You agree not to (i) reveal your PIN to any person not authorized by you to use your Debit Card or (ii) write your PIN on your Debit Card or on any other item kept with your Debit Card. IF YOU KNOW OR SUSPECT THAT SOMEONE UNAUTHORIZED KNOWS YOUR PIN, YOU MUST CHANGE IT IMMEDIATELY. You can change your PIN through the SoFi mobile app or SoFi website.

V. CASH ACCESS AND TRANSACTION LIMITS

You may only use your Debit Card prior to the expiration date listed on it (the "Expiration Date") (see "Debit Card Expiration Date" below). Transactions made or initiated using your Debit Card will be funded from the available balance in the SoFi Checking Account tied to that Debit Card. If there are insufficient or uncleared funds in your Account to pay for a transaction, it will be declined (see "Insufficient Funds and Overdrafts" below) unless the transaction is eligible for Overdraft Protection or Overdraft Coverage as described in the Deposit Account Agreement.

Your Debit Card and PIN can be used for: (i) ATM withdrawals at any ATM that accepts Mastercard, or which supports either Maestro or Interlink systems; (ii) over-the-counter cash withdrawals at financial institutions such as a bank or credit union; (iii) POS transactions; and (iv) purchases from merchants that accept Mastercard cards. Fees associated with ATM withdrawals can be found at https://sofi.com/legal/banking-fees/.

SoFi Bank establishes daily and monthly limits on the dollar amounts and volumes of certain Account transactions, including deposits, ATM withdrawals and P2P Transfers. These limits can be found on the SoFi Bank Transaction Limits page at https://www.sofi.com/banking/limits/. SoFi Bank reserves the right to adjust, at its discretion, the dollar amounts or transaction limits permitted for specific Account activities.

VI. DEBIT CARD EXPIRATION DATE AND REPLACEMENT

Your Debit Card will have a preprinted Expiration Date. Your Debit Card will no longer work after the Expiration Date has passed. The Expiration Date of your Debit Card will not impact the available funds in your Account or any of your Account's online features or services. SoFi Bank will issue you a replacement Debit Card prior to the Expiration Date, provided that (i) your Account is in good standing and (ii) you have used your debit card in the past three (3) years, as determined solely by SoFi Bank. Once you receive your new Debit Card, cut the old card in multiple pieces and throw it away, or otherwise destroy it. You will also be required to activate your new Debit Card prior to using it. If you satisfy the conditions set forth above and do not receive a replacement card in a timely manner, please contact SoFi Bank Customer Service by visiting www.sofi.com/contact-us for available support options.

If you need to replace your Debit Card for any reason and are unable to do so in the SoFi mobile app or website, please see www.sofi.com/contact-us for various contact methods. You will be required to provide personal information in order for us to verify your identity.

VII. CONSENT TO AGREEMENT TERMS AND DISCLOSURES

By using your Account, you indicate your acceptance of this Agreement. This Agreement and the terms of your Debit Card will be amended and supplemented from time to time. By using your Debit Card after the effective date of any such Disclosures, you indicate your acceptance of the related changes. In the event of any inconsistency between the terms of this Agreement and the terms of any Disclosure delivered on or after the date hereof, the terms of the Disclosure will control.

If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Deposit Account Agreement with respect to your Debit Card, the provisions of this Agreement shall govern. Notices required under this Agreement will be delivered in accordance with the notice and electronic disclosure provisions set forth in the Deposit Account Agreement.

VIII. TRANSACTION RIGHTS AND RESPONSIBILITIES

We reserve the right to contact you to obtain confirmation of any Debit Card authorization before processing it. However, we're not required to confirm any authorization that does not appear to be fraudulent or suspicious or that looks like it was made by you, and we won't be liable if we don't contact you before processing such transactions. We're also not required to confirm the actual identity or authority of anyone who uses your PIN or any other Account access device. We reserve the right to require any party honoring your Debit Card to obtain prior approval or authorization for any transaction.

Additionally, as a security measure for all parties involved, we may decline certain transaction authorization requests when we believe your Debit Card may have been compromised, the transaction is not consistent with your purchasing patterns, you have insufficient funds, or, in our discretion, for legal, risk management, security or other purposes. See also "Restrictions on Debit Card Transactions" below.

Some merchants do not allow customers to conduct split transactions where the Debit 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 up to the amount of funds available in the Account tied to the Debit 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 the Debit Card and you do not have enough funds in your Account for the purchase, the Debit Card is likely to be declined.

A. AUTHORIZATIONS AND HOLDS

When we give authorization for a purchase to a merchant, we will place a hold on your available balance, generally for up to eight (8) business days, for the amount of the authorization until the merchant sends us the final amount of your purchase. Holds can be longer for certain types of merchants, including hotels, car rentals, crypto and gambling. Once the final payment amount is received from the merchant, the preauthorized amount on hold will be removed.

Please note: Some merchants may obtain authorizations for point-of-sale transactions in an amount greater than the final transaction amount. For example, if you use your Debit Card at a gas station, restaurant, a hotel, for a car rental purchase, 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 incurred.

You acknowledge that we will place a hold on the amount of the authorized transaction as provided by the merchant. At final settlement the actual amount of the transaction will be posted to your account. When we give authorization to a merchant for a purchase, your available balance will decrease. Be sure to keep enough funds in your Account to avoid overdrawing your Account, including enough funds for previously authorized debit card transactions not yet posted to your Account. There may be delays of several days between the authorization and the date the transaction is presented for payment, and your transaction may post to your Account after the authorization hold has lifted.

We can refuse to authorize any transaction when your Debit Card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious or illegal activity. Any physical Debit Card we issue to you will be unlocked only when you activate it. If you do not wish to activate your Debit Card, please destroy and discard it appropriately.

If you use the 16-digit Debit Card number without presenting the Debit Card (such as for a telephone, mobile wallet, or online purchase), the legal effect will be the same as if you used the Debit Card itself. If you authorize a third-party application or AI tool or service (as defined in the Deposit Account Agreement) to use your Debit Card, Debit Card number, or PIN to make transactions on your behalf, we may treat those transactions as authorized by you. For security reasons, we may limit the amount or number of transactions you can make with the Debit Card. The Debit Card cannot be redeemed for cash.

Each time you use the Debit Card, you authorize us to reduce the funds available in your Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount on deposit in your Account through an individual transaction or a series of transactions unless you have Overdraft Coverage enabled. Nevertheless, if a transaction exceeds the balance in your Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees. SoFi Bank may, in its sole discretion, elect to deduct any such shortfall from any account you have with any affiliate of SoFi Bank.

B. INSUFFICIENT FUNDS AND OVERDRAFTS

This Agreement, and the fact that you have the use of a Debit Card, does not give you any credit privileges or any entitlement to overdraw your Account.

If, at the time of any purchase or ATM withdrawal, you do not have sufficient available funds in your Account to cover the transaction and any applicable fees, and your Account is not eligible for any overdraft options offered by SoFi Bank, the transaction will be declined. We have no responsibility in any such event to advance funds to cover the transaction and any applicable fees.

C. RESTRICTIONS ON DEBIT CARD TRANSACTIONS

SoFi Bank and Mastercard prohibit the use of your Debit Card for illegal transactions. You agree to use your Debit Card only in accordance with this Agreement, the Deposit Account Agreement and only for lawful purposes. We reserve the right to refuse to allow you to use your Debit Card for certain transactions. We will not permit your Debit Card to be used for illegal transactions or purchases, or transactions that violate any terms of this Agreement, the Deposit Account Agreement or any other transaction about which we notify you in advance. You also acknowledge and agree that we may at any time terminate your Debit Card, or, limit your ability to use your Debit Card, in our sole discretion for any lawful reason, including, if (i) a proposed transaction would cause a negative balance in your Account, or (ii) your use of your Debit Card generates excessive complaints or disputes, either by you or by third-parties.

You are solely responsible for ensuring that any gambling, gaming, or lottery transactions conducted using your Debit Card comply with all applicable federal, state, and local laws. You acknowledge that any financial losses, fees, costs, or consequential damages resulting from such activities are your sole responsibility, and we are not liable for any losses or damages arising from such transactions. Self-exclusion programs are administered solely by gaming operators, state authorities, or other third parties. We do not have access to self-exclusion lists, do not monitor transactions for compliance with such programs, and have no obligation to restrict or block transactions based on any self-exclusion enrollment. Nothing in this section limits your rights under Regulation E to dispute unauthorized or erroneous transactions.

By using your Debit Card, you agree to cooperate in an investigation related to any transaction made with your Debit Card and provide confirmation of your identity or any information you previously provided to us.

If you breach any of these restrictions, we may at our sole discretion, and without waiving any of our rights, freeze, close, cancel, suspend, or limit use of your Debit Card.

D. SUSPENSION OR CANCELLATION OF DEBIT CARD

You may cancel your Debit Card by calling us. If you do, please destroy your Debit Card upon cancellation.

We reserve the right to freeze, close, cancel, suspend, or limit your use of your Debit Card or refuse, or reverse any transaction made with your Debit Card for any reason allowed by law or network rules, or to place a hold on any transaction made using your Debit Card pending verification that it is valid. We may at our discretion cancel or withdraw permission for you to use your Debit Card. We will bear no liability to you or any third-party for our decision to delay, limit, or refuse any transaction or attempted transaction made with your Debit Card.

You agree that SoFi Bank may close or suspend your Debit Card and terminate this Agreement at any time with or without cause. If we decide to close or suspend use of your Debit Card and its associated privileges, we will send you an email to the primary email address of record associated with your Account. We may however limit your use of, suspend or terminate your privileges with respect to your Debit Card or any feature or benefit thereof, with or without cause or notice, other than any notice required by applicable law, including in the event we believe there has been a security breach or unauthorized activity involving your Account, or you have engaged in activity that violates the terms of this Agreement. We may decide not to immediately exercise our rights pursuant to this paragraph, but such forbearance (whether once or repeatedly) shall not constitute a waiver nor shall it preclude our right to exercise our rights in the future.

In addition, if your Account is closed (either by you or us), your Debit Card will be cancelled effective at the same time your Account is closed.

Upon cancellation of your Debit Card you must immediately discontinue use of your Debit Card and make alternative payment arrangements for any automatic payments associated with your Debit Card. Our termination of your Debit Card will not relieve you of your obligations to pay for any transactions made or initiated while your Debit Card was active, and this Agreement was in effect, or for any other obligations you have under the terms of your Account or the Deposit Account Agreement.

We will not be liable to you or to any other person for any loss or inconvenience which you or that person may incur as a result of any action described above.

E. DEBIT CARD CHARGES AND THIRD-PARTY FEES

You agree to pay all charges incurred when using your Debit Card and authorize SoFi Bank to debit your Account for such amounts.

Use of your Debit Card may be subject to fees or surcharges imposed by third-party merchants or financial institutions.

- You may withdraw cash at any ATM that accepts Mastercard, or which supports either Maestro or Interlink systems.

- You will not be charged ATM transaction fees while using an Allpoint ATM. Current locations for Allpoint ATMs can be found using the SoFi mobile app. You are responsible for any fees charged by ATM operators when using ATMs which are not in the Allpoint network, including fees for balance inquiries even if you do not complete a cash withdrawal. Note that, SoFi Bank may, at any time, or based on changes agreed to with Allpoint, limit, suspend, change or terminate its ATM policy. Any changes to the ATM policy will be described on the SoFi website, SoFi mobile app, and on the SoFi Bank Fee Sheet available at https://sofi.com/legal/banking-fees/.

We reserve the right to establish or change ATM fees or other charges in connection with certain Debit Card transactions upon notice to you. Please see the SoFi Bank Fee Sheet available at https://sofi.com/legal/banking-fees/.

Although we do not charge any additional fees when you use your Debit Card to make online or POS purchases with participating merchants, the merchant or payee may impose additional fees for such transactions, which will be added to the overall cost of the transaction. Please review each Debit Card transaction to ensure that all charges being processed are in accordance with your understanding prior to signing or approving the transaction.

In the event you are returning merchandise originally purchased with your Debit Card, the transaction will be subject to the merchant's return policies. If the merchant issues a credit, it may take up to seven (7) business days or longer for the credit to be sent to SoFi and made available in your Account.

F. FOREIGN CURRENCY TRANSACTIONS

If you obtain funds or make a purchase in a currency other than USD, the amount deducted from the available balance of your Account using your Debit Card will be converted by Mastercard into USD. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard 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 USD, Mastercard may assess a foreign exchange fee equal to approximately 0.2% of the transaction amount, which will be added to the transaction amount appearing on your Account Statement (as defined below). This foreign exchange fee is paid to Mastercard and is not subject to reimbursement by SoFi Bank. Transactions made outside the fifty (50) U.S. states and the District of Columbia may also be subject to this foreign exchange fee even if they are completed in U.S. currency.

SoFi Bank reserves the right to change, suspend or terminate its foreign exchange fee policy at any time, including, but not limited to when there is suspected fraudulent activity or other Account activity inconsistent with the terms of this Agreement or the Deposit Account Agreement.

G. DOCUMENTATION

You will receive monthly account statements ("Account Statements") from SoFi Bank as described in the Deposit Account Agreement and will have access to transaction activity through the SoFi website and SoFi mobile app. SAVE THE RECEIPTS YOU ARE GIVEN WHEN YOU USE YOUR DEBIT CARD, AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FOR YOUR ACCOUNT. If you have any questions about one of these transactions, call or chat with Customer Service, www.sofi.com/contact-us.

H. PREAUTHORIZED PAYMENTS

Right to Stop Payment and Procedure for Doing So: To stop future payments to a Merchant you have preauthorized to debit your Account using your Debit Card, we recommend contacting the Merchant to request the recurring payment be cancelled or to revoke your authorization.

If the Merchant or bill payment service provider with whom you have arranged recurring payments using your Debit Card is unable or unwilling to stop your payment, call Customer Service to request a stop on such payment. We must receive your request at least three (3) business days before the payment is scheduled to be made. *Upon submitting the request, this stop payment will be placed for* 60 months *and cannot be removed before the* 60-month *period. If you would like this merchant to continue charging the Account after a stop payment is placed, a new Debit Card must be ordered.*

Notice of Varying Amounts: If the recurring payments you make might vary in amount, the merchant you are going to pay should tell you the payment date and the amount of the payment ten (10) days before each payment is scheduled to take place.

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.

I. INFORMATION ABOUT YOUR RIGHT TO DISPUTE ERRORS

In case of errors or questions about your Debit Card transactions, or if you think a transaction listed on your statement or on the SoFi website or SoFi mobile app is wrong, or if you need more information about a transaction, contact us through the chat function in the SoFi Mobile App or website, or call us at the number listed on the SoFi Bank Contact Us page, which can be found at https://www.sofi.com/contact-us/. To receive the error resolution protections described below, you should notify us of an error no later than sixty (60) calendar days after we send you the first Account Statement on which the error appeared. When you contact us:

1. Tell us your name and account number and/or 16-digit Debit Card number.
2. Describe the error, and the dollar amount involved.
3. Approximately when the error took place.

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

We will determine whether an error occurred within ten (10) business days after we hear from you or twenty (20) business days if the electronic transfer is within 30 calendar days after the first deposit to your Account, and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days, or up to ninety (90) calendar days for errors involving new accounts, point-of-sale, or foreign-initiated transactions, to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days or up to twenty (20) business days if within 30 calendar days of first deposit, for the amount you think is in error, so that you will have use of the money during the time it takes us 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.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documentation used in the investigation may be obtained by contacting us at (855) 456-7634, visit www.sofi.com or the SoFi mobile app, or contact us through the chat function on your SoFi mobile app (Help, Banking Support).

J. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Contact us at once if you believe your Debit Card, PIN or Account number has been stolen. If your Debit 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 (855) 456-7634. At any time you can freeze your Debit Card through the SoFi mobile app or website which will prevent further activity on a suspected lost or stolen Debit Card.

Under Mastercard Rules, you will not be held responsible for unauthorized transactions made with your Debit Card if you have used reasonable care in protecting your Debit Card from loss or theft and you have promptly reported to us when you knew that your Debit Card was lost or stolen. If you do not meet these conditions, if you notify us within two (2) business days after you learn of any the loss or theft of your Debit Card, Account number or PIN, you can lose no more than $50.00 if someone used your Account without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Debit 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.

Also, if you become aware of, or your statement shows, transactions that you did not make, notify us at once following the procedures stated in the section labeled "*Information About Your Right to Dispute Errors*". If you do not notify us within sixty (60) days after the statement containing the unauthorized charge or error was made available to you, we may not be required to follow the error resolution procedures described in this section, except as otherwise required by applicable law. Your liability for unauthorized electronic fund transfers remains subject to the limitations and protections of applicable law. If an extenuating circumstance (such as a long trip or a hospital stay) kept you from telling us, we will extend the notification time periods. **If your Debit Card has been lost or stolen, we will close your Debit Card and send you a replacement Debit Card.**

Subject to applicable law, including Regulation E, and the limits on your liability described above, you are liable for losses arising from:

- Authorized Use of Your Debit Card. This includes but is not limited to, situations such as authorizing someone else to use your Debit Card, making an entry error at an ATM or in connection with an online purchase, or conducting a transaction that is deemed to be fraudulent, either by you or by someone else acting for you.

- Contributing to Unauthorized Use of Your Debit Card. You contribute to unauthorized use if you do not tell us within the time periods described above after discovering that your Debit Card or PIN has been lost, stolen or misused.

To avoid liability arising from unauthorized use of your Debit Card, do not use your Debit Card at locations that appear suspicious, in addition to the items outlined above.

K. WE ARE NOT LIABLE FOR GOODS OR SERVICES PURCHASED WITH YOUR DEBIT CARD

Except as required by applicable law, we are not responsible, and do not have any liability, for the quality of, or your satisfaction with, any products or services purchased using your Debit Card, including, without limitation, if a product or service you purchased is unsafe, not delivered, breaks, or is different than represented, or if it otherwise does not meet your needs or expectations. If a problem arises with a purchase, you are expected to resolve your issue directly with the third party.

L. INDEMNIFICATION

You agree to indemnify, defend and hold harmless SoFi Bank, SoFi Bank Third-Party Partners, and any of their affiliates, employees, directors, officers, or subcontractors who support and provide services related to your Debit Card, from and against any and all losses, liabilities, claims and costs (including reasonable attorneys' fees) arising from: (i) your use or inability to use your Debit Card; (ii) any transactions initiated by you that are not completed due to insufficient funds in your Account; (iii) any breach by you of any term of this Agreement or the Deposit Account Agreement; and (iv) any instructions provided by you, whether provided electronically, by regular mail or by telephone; provided, SoFi Bank follows those instructions and has reasonable procedures in place to prevent Unauthorized Transactions. This indemnification is in addition to, and does not limit, any rights that we may have to seek indemnification or recourse from you.

M. LIMITATION OF LIABILITY

We are not responsible, and do not have any liability, for the quality of, or your satisfaction with, any products or services purchased using your Debit Card, including, without limitation, if a product or service you purchased is unsafe, not delivered, breaks, or is different than represented, or if it otherwise does not meet

your needs or expectations. If a problem arises with a purchase, you are expected to resolve your issue directly with the third party.

Under no circumstances will SoFi Bank or any of its affiliates, employees, directors, officers, or subcontractors be liable for any indirect, consequential, incidental, special, punitive or exemplary damages (even if advised of the possibility thereof), arising out of your use of your Debit Card. If we do not properly complete a transaction from your Debit Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:

(1) If through no fault of ours, you do not have enough funds available in your Account to complete the transaction;

(2) If a merchant refuses to accept your Debit Card;

(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 Debit Card has been blocked after you reported your Debit Card lost or stolen;

(6) If there is a hold 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 or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or

(9) Any other exception stated in our Agreement with you.

Regardless, we shall only be liable for actual proven damages to your Account or Debit Card if the failure to complete a transaction resulted from a bona fide error despite our procedures to avoid such error provided however that in no event shall SoFi Bank be liable for losses or damages in excess of the amount of the transaction.

The foregoing shall constitute your exclusive remedies and the entire liability of SoFi Bank, SoFi Bank third-party partners, and any of their affiliates, employees and contractors, in connection with your use of Debit Card and all services provided in connection with your Debit Card. You acknowledge and agree that from time to time, your access to, or ability to use, your Debit Card may be delayed, interrupted or disrupted due to circumstances beyond our reasonable control, including but not limited to any interruption, disruption or failure of any electronic system maintained or managed by a third-party which is used to facilitate a transaction, or any interruption, disruption or failure of the software or internet based architecture used to provide access and functionality to any part of the Debit Card whether caused by strikes, power failures, equipment malfunctions, internet disruption, software failure, cybersecurity events, malware or other reasons. In no such event shall SoFi Bank, SoFi Bank third-party partners, or any of their affiliates, employees or contractors, be liable for any claim arising from or related to losses you may incur because of any such delay, interruption, disruption or similar failure.

IX. CONFIDENTIALITY

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

(1) Where it is necessary for completing transactions;

(2) In order to verify the existence and condition of your Debit 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 this Agreement.

X. LEVIES, ATTACHMENTS, AND OTHER COURT PROCESSES

If we receive a levy, attachment, or other legal process against you, we may refuse to permit use of your Debit Card or other withdrawals or transfers from your Account until the legal process is dismissed or satisfied. Any levy, attachment, or other legal process will be subject to our right of set-off and security interest as described in the Deposit Account Agreement. You're responsible for any losses, costs, or expenses we incur as a result of any dispute or legal proceeding involving your Debit Card.

XI. DATA SECURITY, RECORDING AND YOUR PRIVACY

SoFi Bank takes the security of your sensitive information seriously and we are committed to adhering to industry standard administrative, technical and physical safeguards to protect all cardholder data and information, which is in our possession or control, or which we transmit on your behalf.

When you use your Debit Card to conduct transactions, you consent that the information you create through each transaction will be recorded and stored by SoFi Bank. For more information about how we may collect, use, and share your information, as well as our use and disclosure of your information, please review SoFi Bank's Privacy Policy, which is available online at https://www.sofi.com/b/policy/privacy.

English Language Controls

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

XII. ARBITRATION AND WAIVER OF JURY TRIAL

Any dispute relating to this Agreement or your Debit Card is subject to the Claim Notice and Cure and Agreement to Arbitrate provisions of the SoFi Bank Deposit Account Agreement, INCLUDING THE JURY TRIAL AND CLASS ACTION WAIVERS IN THOSE PROVISIONS.

XIII. GOVERNING LAW

You agree that this Agreement and its enforcement shall be governed by the laws of the State of Utah, without reference to conflicts of law principles.