



**SoFi Bank, N.A.**  
**SoFi Bank Deposit Account Agreement**

Effective as of April 8, 2026

*Welcome to SoFi Bank, N.A. ("SoFi Bank") and thank you for opening your account with us.*

**SECTION XXVIII OF THIS AGREEMENT REQUIRES CLAIMS TO BE ARBITRATED AND FORBIDS CLASS ACTIONS UNLESS YOU EXERCISE YOUR RIGHT TO REJECT ARBITRATION WITHIN NINETY (90) DAYS AFTER ACCOUNT OPENING.**

This Agreement sets forth the basic terms governing your Account. We have prepared this Agreement and the related links, schedules and disclosures to help you understand your rights and obligations with respect to your new Account and to advise you of what you can expect from SoFi Bank with respect to your Account. Please review this Agreement and any schedules that relate to your specific Account (e.g., the SoFi Bank Rate Sheet), for further details regarding your Account and related services.

If you have any questions or concerns about anything contained in this Agreement, please contact SoFi Bank at 1-855-456-7634

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**SoFi Bank N.A.**  
**SoFi Bank Deposit Account Agreement**

Effective as of April 8, 2026

**I. Definitions.**

In this Agreement, the terms “you” and “your” refer to you as the SoFi Bank Customer (defined below), and “SoFi Bank,” “the Bank,” “we,” “our” and “us” refer to SoFi Bank N.A., a nationally chartered banking association, a member of the Federal Deposit Insurance Corporation (“**FDIC**”) and a direct, wholly owned subsidiary of Social Finance, Inc. and indirect subsidiary of SoFi Technologies, Inc.

In addition, here are some important terms that we use throughout this Agreement:

“**Account**” or “**SoFi Bank Account**” shall mean any consumer deposit account (e.g., a Checking Account or a Savings Account) opened by an individual, or jointly with another individual, with SoFi Bank.

“**Account Assets**” shall mean the cash or any cash-equivalent assets held in your Account.

“**Account Statement**” shall mean the monthly statement SoFi Bank will electronically post to your Account setting forth all Account activity during the related statement period.

“**ACH**” or “**ACH System**” shall mean an automated clearing house network or system used to process electronic payments which are transferred to or from your Account through an automated clearing house network. Such payments shall be subject to all applicable Federal Reserve System regulations and circulars, NACHA Rules, and similar operating policies and procedures. Common examples include direct deposits of payroll, pension or government benefits such as Social Security.

“**Agreement**” or “**Customer Agreement**” shall mean, collectively: (i) this Agreement, as amended from time to time; (ii) the SoFi Privacy Policy, the E-Sign disclosures and other documents provided to you during the SoFi Member enrollment process; (iii) the SoFi Bank Debit Card Agreement and SoFi Bank Mobile Wallet Agreement, if applicable; (iv) the SoFi Bank Terms of Use, the SoFi Bank Fee Sheet, the SoFi Bank Rate Sheet, the SoFi Bank Transaction Limits and the SoFi Bank Contact Sheet; and (v) all Disclosures provided on or after the date hereof and incorporated herein by reference.

“**ATM**” or “**Automated Teller Machine**” shall mean an electronic device that performs certain banking services, including withdrawals and balance inquiries.

“**Authorized Signer**” shall mean any joint account holder, or any other person who has actual or apparent authority to use your Account even if they have not signed the account application.

“**Available Balance**” shall mean the most current record maintained by SoFi Bank of the amount of money in your Account which is available for your immediate use or withdrawal.

You can find this balance by logging into your Account at [www.sofi.com](http://www.sofi.com) or on the SoFi Mobile App, or on receipts you receive at ATMs.

“**Bill Pay Payment**” shall mean an online bill payment to a vendor, merchant, or other third-party biller made using the SoFi Bank Bill Pay Service.

“**Business Day**” shall mean any day other than (i) a Saturday or Sunday, (ii) a day on which national banks are closed, and (iii) a legal public holiday specified in 5 USC § 6103(a), in each case even if SoFi Bank is otherwise open on such day. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

“**Check**” shall mean a written order to pay a specific amount of money drawn on, payable through, payable at or processed by a bank or other depository institution. If a check is sent or returned as an electronic image or as a substitute check, it is still considered a check.

“**Checking Account**” or “**SoFi Checking Account**” shall mean a demand deposit account offered by SoFi Bank, which can be used to make payments and transfers to third parties online, through checks or other means.

“**Cut-Off Time**” shall mean the time established by SoFi Bank in the SoFi Bank Funds Availability Policy set forth in Section V herein, before which a specified Account activity must occur in order to be recognized as having occurred on the same calendar or Business Day, as applicable. Deposits and other Account activity occurring after the specified “Cut-Off Time” on any calendar day or Business Day, as applicable, will be treated as having occurred on the following Business Day or calendar day or, as applicable.

“**Delivery Date**” shall mean the date a SoFi Bank Bill Pay Payment or a SoFi Bank P2P Transfer, as applicable, is scheduled to be paid.

“**Disclosures**” shall mean all amendments, addendums, disclosures, supplements, schedules, updates, notices, and other communications required or permitted by law or regulation, which are posted to your Account or otherwise delivered to you by SoFi Bank or its affiliates in the manner described herein.

“**FedNow® Service**” shall mean the instant payment and settlement service operated by the Federal Reserve Banks, through which participating financial institutions may send and receive funds on behalf of customers 24 hours a day, 7 days a week, 365 days a year, including weekends and federal holidays, subject to the availability of the FedNow® Service.

“**FDIC**” shall mean the Federal Deposit Insurance Corporation.

“**Instant Transfer**” shall mean a funds transfer processed in real time through the FedNow® Service, including (a) an outgoing transfer initiated by you from your SoFi Checking and Savings Account to a receiving account at another financial institution that participates in the FedNow® Service, or (b) an incoming transfer received into your SoFi Checking and Savings Account from an account at another financial institution that participates in the FedNow® Service.

“**Mobile Deposits**” shall mean checks deposited remotely by Customers using the camera enabled deposit capture feature of the SoFi Mobile App.

“**NACHA Rules**” shall mean the “Operating Rules & Guidelines” of the National Automated Clearing House Association, as revised from time to time.

“**OFAC**” shall mean the Office of Foreign Assets Control of the United States Treasury Department.

“**Overdraft**” shall mean the amount by which any item(s) presented on your Account exceed the Available Balance.

“**Overdrawn**” shall mean that your Account has a negative balance.

“**P2P Transfer**” shall mean any person-to-person ACH or other electronic transfer of cash which is either initiated by you or by a third-party sending money to you.

“**Payee**” shall mean, in the case of a SoFi Bank Bill Pay Payment, the business or entity designated in the related Payment Instructions as the recipient of the Bill Pay Payment; and, in the case of a SoFi Bank P2P Transfer, the individual designated in the related Payment Instructions as the recipient of the P2P Transfer.

“**Payment Amount**” shall mean, in the case of a SoFi Bank Bill Pay Payment or a SoFi Bank P2P Transfer, as applicable, the dollar amount specified in the SoFi Bank Bill Pay system or in the related Payment Instructions, as applicable.

“**Payment Instructions**” shall mean the instructions provided by you in connection with a SoFi Bank Bill Pay Payment or a SoFi Bank P2P Money Transfer, as applicable, including but not limited to the payee, the payment amount, and date.

“**PIN**” shall mean a four-digit personal identification number that you enter for your debit card. Some merchants and all ATMs require a PIN when you use a debit card.

“**SoFi**” shall mean SoFi Technologies, Inc., a Delaware corporation, and, if the context warrants, its affiliates.

“**Savings Account**” or “**SoFi Savings Account**” shall mean a savings account offered by SoFi Bank.

“**SoFi Mobile App**” shall mean the SoFi mobile application through which SoFi Bank Customers can access their SoFi Bank Accounts through mobile devices. The SoFi Mobile App may be available through the Apple App Store, Google Play, or similar platforms.

“**SoFi Money Account**” or “**SoFi Money**” shall mean a cash management account offered by SoFi Securities, LLC.

“**SoFi Bank Transaction Limits**” shall mean the SoFi Bank policy establishing periodic Account activity limits for deposits, withdrawals and other Account activity, as established by

SoFi Bank and modified from time to time. The current SoFi Bank Transaction Limits policy can be found at <https://www.sofi.com/banking/limits/>.

“**SoFi Bank Bill Pay Service**” shall mean the online bill payment service offered by SoFi Bank through which Customers can set up electronic or manual (i.e., check mailed) bill payments from their SoFi Checking Accounts.

“**SoFi Bank Customer**” or “**Customer**” shall mean each person who, individually or together with joint account holders, has: (i) completed the SoFi Bank Account application related hereto; (ii) been approved by SoFi Bank to open an Account; and (iii) provided his/her electronic consent and acknowledgment to the terms of this Agreement, or a person who has been designated a “joint account holder” by someone who has fulfilled the requirements in (i) – (iii).

“**SoFi Bank Contact Sheet**” shall mean the list of phone numbers, email addresses and mailing addresses that can be used to contact SoFi Bank. The current SoFi Bank Contact Sheet can be found at <https://www.sofi.com/contact-us/>.

“**SoFi Bank Debit Card**” or “**SoFi Debit Card**” shall mean the Mastercard Worldwide debit card issued to you by SoFi Bank for use in connection with your SoFi Checking Account. A SoFi Debit Card will not be issued for use in connection with your SoFi Savings Account.

“**SoFi Bank Debit Card Agreement**” or “**SoFi Debit Card Agreement**” shall mean the agreement separately delivered to you by SoFi Bank, which sets forth the terms and conditions governing your use of the SoFi Bank Debit Card, and may be amended from time to time. The current SoFi Bank Debit Card agreement can be found at [www.sofi.com/SoFiBankDebitCardAgreement/](http://www.sofi.com/SoFiBankDebitCardAgreement/)

“**SoFi Bank Deposit Accounts**” shall mean any consumer deposit accounts offered to the public by SoFi Bank from time to time, which may include, without limitation, checking accounts, savings accounts, NOW accounts, or other accounts, and which may or may not be interest bearing accounts.

“**SoFi Bank Fee Sheet**” shall mean the schedule of account fees, service fees and other charges established by SoFi Bank for transactions and services effected through your Account, as updated from time to time. The current SoFi Bank Fee Sheet can be found at [www.sofi.com/legal/banking-fees/](http://www.sofi.com/legal/banking-fees/).

“**SoFi Bank Funds Availability Policy**” shall mean the policy established by SoFi Bank to determine hold periods for items deposited into your Account as more particularly described in Section V herein.

“**SoFi Bank P2P Transfer Service**” shall mean the online electronic funds transfer service made available by SoFi Bank, through which Customers may send money to, or receive money from, other SoFi Bank Customers or external account holders by ACH or by other electronic means.

“**SoFi Bank Platform**” shall mean all content on, or available on or through [www.sofi.com](http://www.sofi.com) or the SoFi Mobile App related to your SoFi Bank Account; including the “SoFi Bank” or “SoFi”

trademarks; any logos, designs, text, images, graphics, trade names, marketing names, trademarks, trade dress, service marks pictures, video, audio, information, applications or software related to, or available through, any of the foregoing.

“**SoFi Bank Rate Sheet**” shall mean the statement published from time to time by SoFi Bank and made available online or the SoFi mobile app which describes interest rates payable on SoFi Bank Accounts and any eligibility criteria required to earn interest; and if applicable, interest rates paid by SoFi Bank under the terms of any promotional programs offered by SoFi Bank. The current SoFi Bank Rate Sheet can be found at <http://www.sofi.com/legal/banking-rate-sheet>.

“**SoFi Smart Card**” shall mean the charge card offered by SoFi Bank that is secured by your SoFi Checking and Savings accounts.

“**SoFi Third-Party Partner**” shall mean any third-party financial institution, service provider or other entity which SoFi Bank has engaged or contracted with to provide services in connection with your SoFi Bank Account.

“**SoFi Third -Party Agreement**” shall mean any agreement between SoFi Bank and any SoFi Third-Party Partner which sets forth the terms pursuant to which the SoFi Third-Party Partner will provide services in connection with SoFi Bank Accounts.

“**SoFi Bank Vault Program**” shall mean the program that permits customers to segregate funds in their SoFi Savings Accounts into Vaults to support specific savings goals as more particularly described in Section XIV hereof.

“**SoFi Bank Mobile Wallet Agreement**” means Terms of Use for Mobile Wallet Services, as may be amended, modified or supplemented from time to time, by and between the Customer and SoFi Bank.

“**SoFi Terms of Use**” shall mean the general terms and conditions governing electronic access to your Account, as may be modified from time to time. The current SoFi Terms of Use can be found at <https://www.sofi.com/terms-of-use/>.

“**TCPA**” shall mean the Telephone Consumer Protection Act, 47 U.S.C. § 227, as the same may be amended, modified, or supplemented from time to time.

“**Third-Party Agreements**” shall mean any separate agreement you may enter into with your device operating system provider (e.g., Apple, Google or Microsoft), your mobile device manufacturer (e.g., Apple, Google or Samsung), your mobile service carrier (e.g., AT&T or Verizon), and other parties involved in providing your online or mobile device service.

“**Unauthorized Transaction**” shall mean a transaction involving your Account that you did not authorize.

“**Vault**” an internal allocation of cash within your SoFi Savings Account for a designated purpose.

## **II. Scope of SoFi Deposit Account Agreement.**

### **A. Account Terms.**

This Agreement contains all terms which apply to and govern each type of SoFi Bank Deposit Account, including your use of any online or mobile banking services maintained by SoFi Bank.

In addition to the terms of this Agreement, you agree that all transactions and services related to your Account shall also be subject to the following:

- the Constitution of the United States, rules, regulations, customs and usages of the Office of the Comptroller of the Currency (the “OCC”), the Federal Deposit Insurance Corporation (the “FDIC”), the Consumer Financial Protection Bureau (“CFPB”), the Federal Reserve Board (“FRB”), the National Automated Clearing House Association (“NACHA”) and any [§ 1005.3](#) self-regulatory organization which governs SoFi Bank or your Account;
- the rules, regulations, customs and usages of any clearing house, including but not limited to any ACH System, or other system through which transactions may be executed in connection with your Account by SoFi Bank or its agents;
- the applicable terms of any agreements between SoFi Bank and any SoFi Third-Party Partners, for services related to your Account;
- all federal or state laws, rules and regulations applicable to your Account or SoFi Bank; and
- with respect to any P2P, Bill Pay or other electronic funds transfer (including a wire transfer) that is a remittance transfer as defined in Regulation E, Subpart B, the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York’s version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

### **B. Your Consent to this Agreement and Subsequent Disclosures.**

You indicate your acceptance of this Agreement by: (a) providing your electronic consent to this Agreement, (b) activating or using any of the Account features or services described in this Agreement, or (c) downloading the SoFi mobile app or accessing the SoFi website in connection with your Account. Any of the preceding actions also confirms acceptance of any ancillary documents referenced or linked herein and any terms and instructions that appear on a screen when activating or using your Account. You are also agreeing that the terms of this Agreement will govern each party’s rights and obligations with respect to all transactions related to your SoFi Bank Account, as well as the resolution of any disputes related to your SoFi Bank Account.

SoFi Bank reserves the right to amend the terms of this Agreement, the SoFi Bank Debit Card Agreement, the SoFi Bank Terms of Use, at any time, or to make changes to any other terms of your Account, by delivering written Disclosures to you describing any new changes, when required by regulation. Similarly, SoFi Bank reserves the right to use the same process to add or remove Account services or to convert your Account from one product to another product

offered by SoFi Bank. Disclosures will also be used to describe changes SoFi Bank may agree to related to any SoFi Third-Party Agreements which may impact your Account. The terms of all Disclosures delivered on or after the date hereof will be incorporated herein by reference. In the event of an inconsistency between the terms of this Agreement and the terms of any Disclosure, the terms of the Disclosure will control.

You will be deemed to have received a Disclosure once we have posted it to your Account, sent it by email, or delivered it by any other method described in this Agreement. Pursuant to Section III.D herein, you have an obligation to keep your contact information current at all times. Unless otherwise specified by SoFi Bank, your continued use of the Account following the receipt of any Disclosure constitutes your acknowledgment of, and consent to, the change(s) set forth in the Disclosure. If you do not consent to the change(s) set forth in the Disclosure, you may close your Account using the process described in this Agreement, *provided, however*, that the terms of any Account changes described in Disclosures delivered prior to the closure or termination of your Account, shall apply to all Account activity occurring on and after the effective date of such changes.

Each Disclosure will explain the Account change and the date the change will become effective. Except as set forth below, most Disclosures will not require your affirmative acknowledgement or consent prior to taking effect. The effective date of an Account change shall be determined by us, subject to applicable law. Not all Account changes require advance notice to customers. In most instances and when required by regulation, however, we will provide you with notice of a change in advance of, or contemporaneously with, the effective date of the change. Account changes will become effective as of the effective date we establish.

In limited circumstances, we may require your affirmative consent to a new Agreement or to certain significant Account changes described in a Disclosure. In these instances, you will be asked to affirmatively acknowledge your consent to the new Agreement or Disclosure. In the event we request but have not received your affirmative consent to a new Agreement or Disclosure within a reasonable time period after the request, SoFi Bank reserves the right to restrict your Account until such consent is received. While restricted, SoFi Bank will not honor any debit or other outgoing transactions, including any Bill Pay Payments, ATM withdrawals, outgoing P2P Transfers or similar transactions related to your Account. During any such suspension, SoFi Bank may continue to honor all credit transactions, including deposits and incoming P2P Transfers. In the event no consent is received within a reasonable time after a request, SoFi Bank reserves the right to close and terminate your Account in accordance with the procedures set forth herein.

### **III. Account Opening Procedures; SoFi Bank Account Titling; Duty to Update Account Information; Third Party Services.**

#### **A. Account Eligibility.**

SoFi Bank Accounts are available only to U.S. citizens and both permanent residents and non-permanent residents of the fifty (50) United States and the District of Columbia who (i) are at least 18 years of age, (ii) have a valid Social Security number or Individual Taxpayer Identification Number (“ITIN”), and (iii) have a physical residential street address in the United

States. You cannot use a P.O. Box as your physical street address in the United States to open or maintain a SoFi Bank Account. If your physical street address reflects either a P.O. Box or an address outside of the United States, we will require that you update your address to a physical street address in the United States. You should promptly notify SoFi Bank of any U.S. military or extended stay circumstances. SoFi Bank may close your Account if we determine that you are not residing in the United States or have not provided a physical street address. We may use information from third parties to determine your eligibility for a SoFi Bank Account. If SoFi Bank determines that you are eligible for a SoFi Bank Account, SoFi Bank will automatically open both a SoFi Checking Account and a SoFi Savings Account in your name.

**B. Personal Use only.**

Your SoFi Bank Account may only be used for personal, family, or household purposes and cannot be opened or used for business purposes. You agree not to use your Account for business purposes. We may close your Account if we determine it is being used for business purposes. We reserve the right to refuse to process any transactions we believe violate the terms of this Agreement.

**C. Individual vs. Joint Accounts.**

Your SoFi Bank Account may be owned and titled in the name of one person who may deposit, transfer, or withdraw funds, or it may be titled jointly with another person who may perform such activities. Your Account may **not** be owned or titled in the name of a company, fiduciary, estate, organization, or other legal entity. We are authorized to rely on the account ownership information contained in our deposit system. SoFi Bank strongly encourages you to consult your tax planning advisor or attorney about your decision in choosing a title for your Account.

**1. Our Relationship with You.**

The Agreement and the deposit relationship do not create a fiduciary relationship between you and SoFi Bank.

**2. Individual Accounts.**

When only one individual is listed as the owner of an account, we will treat the account as a solely owned account.

**3. Joint Accounts.**

When two people are listed as owners of an Account, the Account is a “joint account” and each owner is a “joint owner.” If there are joint Account holders, each is jointly and severally liable for obligations arising under this Agreement and the Account. We may enforce this Agreement jointly against both Account holders or against either Account holder individually. If a joint Account becomes overdrawn, each joint account holder is liable for the full amount the Account is overdrawn, regardless of who initiated or benefited from the item(s) that caused the overdraft.

All joint Accounts are owned by the joint owners as joint tenants with right of survivorship. In many jurisdictions, this means that, upon the death of one Account holder, the entire interest in

the Account generally goes to the surviving Account holder. Laws covering joint accounts and community property vary by state. You are responsible for verifying how a joint Account will be treated in your state. You are advised to consult with an attorney.

Each joint Account holder has full authority, acting individually and without notice to, or approval from, the other account holder, to interact with, and provide direction to, SoFi Bank as if he/she were the sole account holder. For example, a joint Account holder can write checks on the Account, withdraw or transfer funds into or out of the Account, or change Account features and services. One joint Account holder may not remove the other's name from the Account or change their personal information. The individual who initially opens the Account shall be deemed the "primary" account holder.

We are authorized to follow the instructions received from either joint account holder. We are not responsible for determining the purpose, authenticity or propriety of an instruction we receive from any joint account holder. We reserve the right to require written instructions from all joint account holders, at our sole discretion. We also reserve the right, but are not obligated, to place restrictions on an Account in the event we receive notice of a dispute among, or conflicting instructions from, joint account holders. For example, if one joint account holder requests that we not pay items authorized by a different joint account holder, we may restrict the account, but we are not required to do so. In most instances, we will refuse to pay all items, including items authorized by the account holder making the request. If we restrict the Account, we may not release the restriction unless all joint account holders agree in writing to remove it. No request to restrict the Account will affect items that we paid before the request. If we decide not to restrict the Account, all joint account holders remain responsible for debits and/or withdrawals from the Account.

Any joint account holder may close the account without consent from any other joint account holders. We may choose whether or not to act upon other instructions of any joint owners, without the authorization of the other joint owners. We may also pay all or any part of the funds in the joint account to a court or government agency if we receive a garnishment, levy or similar legal process that identifies any of the joint owners.

With joint Accounts, the principle of "notice to one is notice to all" applies, which means that any notice or Disclosure we send to one joint account holder will be deemed delivery of such notice or Disclosure to all joint account holders.

#### **4. Power of Attorney.**

You may give another person authority to make transactions on your Account by giving power of attorney to another individual. The Account owner and person executing power of attorney over a deposit account is known as the "Principal." The person granted Power of Attorney for the Principal is known as the "Agent." Do not sign a power of attorney unless you trust the Agent to act in your best interest. If you choose to add an Agent, you must provide a power of attorney form that we agree to accept. We may rely on a copy of an original power of attorney. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether your signature on the power of attorney is authentic or whether the agent continues to have authority. We may refuse to accept a power of attorney for

reasonable cause, and we may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated.

The Principal is responsible for providing us with any information if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until 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. We may follow or refuse to follow the Agent's instructions at any time, including if we suspect fraud or abuse on your Account, unless state law requires otherwise. We may also refuse an Agent's request to become a joint owner or a beneficiary of an account, but we have no liability to anyone if we do so. We have no liability when we follow or refuse to follow any instructions from an Agent, including if your agent misuses the authority you have given them. An Agent's power of attorney on an account is terminated when the Principal dies.

## **5. Account Opening Procedures.**

### **(a) SoFi Bank Customer Verification.**

To help the government fight the funding of terrorism and money-laundering activities, federal law requires that SoFi Bank establish, document and maintain a "customer identification program" through which it will obtain, verify, and record information that identifies each person who opens an Account. Therefore, when you opened your Account you were asked for your name, address, date of birth, and other information that will allow SoFi Bank to identify you. You certify that the information contained in your Account application, and any other documents that you furnish to us in connection with your Account, is complete, true and correct.

At the time of Account opening and at any time while your Account is open, you hereby authorize SoFi Bank to contact any individual or firm listed in your Account application or in any ancillary documents you provide, and to make any inquiries we consider necessary or appropriate to validate or authenticate your identity and Account information you provided against third-party databases or through other sources. You authorize anyone so contacted to furnish such information to us as we may request, verify your identity, creditworthiness and other information (and your spouse's, if you live in a community-property state). To obtain verification, we may contact your employer (and your spouse's employer, if applicable), obtain consumer and credit reports, and make other inquiries, but we are not obligated to do so.

We may ask you for further information and/or documentation about your identity or Account usage or require you to take steps to confirm your email address, mobile telephone number or financial information. We may also request copies of your driver's license and/or other identifying documents. Failure to provide this information in a timely manner may delay the opening of your Account, and we may close your Account if you do not provide the requested information. By opening an Account with us, you confirm that neither you nor any beneficial

owner of any Account is covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.

**(b) Credit and Consumer Report Authorization.**

You authorize SoFi Bank to obtain copies of your consumer and credit reports in compliance with regulatory requirements at our discretion, at any time, for reasons including, but not limited to: (i) to collect a debit balance or any amount owed in connection with your Account; (ii) to investigate, detect and prevent fraud involving you or your Account; (iii) to determine whether to grant, extend or modify the terms and conditions of any credit you have applied for or received; (iv) to conduct a pre-qualification for any consumer loan products offered by SoFi Bank or its affiliates or to solicit you for any other financial products and services offered by SoFi Bank or its affiliates; or (v) assisting SoFi Bank in evaluating whether to open, close or restrict your Account, or for any other lawful purpose. We may, for any reason in our sole discretion, deny your application to open an Account, close your Account, or decline to offer you certain services available to SoFi Bank Customers.

**(c) Important Information Needed to Open New Accounts.**

You acknowledge that this Agreement and your Account may be subject to U.S. economic sanctions and embargo laws, including, but not limited to, the Trading With the Enemy Act, and the International Emergency Economic Powers Act, orders and regulations issued pursuant to those acts, and similar laws, violations of which may be subject to U.S. civil and criminal penalties. You specifically represent and warrant that you have not been designated by the OFAC as a Specially Designated National or blocked person, that you have no reason to believe that you would be considered a blocked person by OFAC, and that you are not acting as agent of any such person. You further represent and warrant that you are not employed by, acting as agent of or partially owned or controlled by a government, a government-controlled entity or a government corporation except as you have indicated on your Account application.

**(d) Account Creation**

If approved, to have a SoFi Bank account, a checking and a savings account will be opened.

**D. Duty to Promptly Update Contact Information.**

To timely receive Account Disclosures, Account Statements and other information, you must ensure that the mobile phone number, email address, physical street address and mailing address that you provided as part of your application remain current at all times.

You agree to promptly update the “My Profile” section of your Account to update any changes to the contact information you have provided in your Account Application. In addition to promptly updating your contact information, you must ensure that your laptop, tablet, smartphone or other device used to access your Account will permit you to receive, open and view (and if desired, store and print) the Disclosures we will send to you by email or otherwise.

Since our ability to deliver Account Statements, Disclosures, account security alerts, physical checks and other important information, is directly contingent on the accuracy and validity of

the mobile phone number, email address, physical street address, and mailing address you provide, if your contact information remains invalid for a period of ten (10) days or more, SoFi Bank reserves the right to restrict your Account until you have provided, and SoFi Bank has verified to its satisfaction, your updated contact information. While your Account is restricted, SoFi Bank will not honor any debit or other outgoing transactions, including any Bill Pay Payments, ATM withdrawals, outgoing P2P Transfers or other similar transactions initiated by you. During any such suspension, SoFi Bank may continue to honor all credit transactions, including deposits and incoming P2P Transfers. If you fail to provide updated contact information within a reasonable time after a request, as determined by SoFi Bank in our sole discretion, we reserve the right to close and terminate your Account in accordance with the procedures set forth herein.

**E. Sharing Information with SoFi Affiliates.**

We may share information we have about you and your Accounts with SoFi's affiliates. Please refer to our Privacy Policy at <https://www.sofi.com/privacy-policies>, which is considered part of this Agreement, for information about the categories of information we may share among our Affiliates and how you may tell us not to share certain information.

**F. Account Services Provided by SoFi's Third-Party Partners.**

SoFi Bank has entered into arrangements with various SoFi Third-Party Partners to provide certain services to SoFi Bank Customers. By using your SoFi Bank Account and the related Account services, you agree to terms and conditions that such SoFi Third-Party Partners have determined apply to such services, to the extent such terms and conditions are communicated to you in separate Disclosures. To facilitate compliance with the applicable terms and conditions of any SoFi Third-Party Agreements and any legal requirements applicable to such services, you hereby appoint SoFi Bank as your true and lawful attorney-in-fact, with full power to the extent permitted by law, to: (i) carry out any of your obligations under this Agreement and any SoFi Third-Party Agreements, (ii) act on your behalf in connection with any future interactions with any SoFi Third-Party Partner to the extent necessary to resolve any disputed transaction with any merchant or SoFi Third-Party Partner, (iii) facilitate your instructions in connection with the Account, and (iv) otherwise act on your behalf with respect to any action required to be taken by you hereunder or under the terms of any SoFi Third-Party Agreement.

**IV. Accessing Your SoFi Bank Account.**

**A. Access Methods.**

You may access your Account online through a personal computer at [www.sofi.com](http://www.sofi.com) or through the SoFi Mobile App via a personal computer or a mobile device, including a smartphone, tablet, or any other eligible handheld or wearable communication device (the "Access Devices"). Please note that certain functions may not be available when using certain digital devices or applications. For example, some functions may be available online through a personal computer but not available through the SoFi Mobile App.

SoFi is committed to keeping your money safe. For the safety and security of our members' information, SoFi will never ask you for your password or login credentials, and you should not share this information with a third party. You will choose your own password (we will never suggest one), and we will never ask you to provide two-factor authentication information over the phone. Please be sure to keep this account information secure. All messages containing sensitive data with us will be sent through secure platforms, not social media.

If you encounter a suspicious contact or receive requests asking for your two-factor authentication code or password changes that claim to be from SoFi, please do not respond. You should disconnect and call us to report it immediately at (855) 456-7634.

## **B. Hardware Requirements.**

In order to access your Account, you need the following: (i) computer, tablet, smartphone or other device with an Internet connection which is capable of high-security 256-bit encryption (SSL); (ii) a current web browser with cookies enabled; and (iii) a valid email address on file in your Account profile. You are responsible for the installation, maintenance, and operation of your computer and software. If you use a spam blocker, you must update your email address book or allowlist to allow emails from SoFi. SoFi Bank highly recommends that you also have (a) a camera enabled smartphone, tablet or other device to facilitate use of the Mobile Deposit feature; and (b) access to a printer or online storage capability to facilitate printing and/or storing this Agreement, your Account Statements, and any Disclosures or other documents provided to you.

## **C. SoFi Mobile App Technical Requirements.**

You may access your Account using your tablet or smartphone or similar device by downloading the SoFi Mobile App, which is available through the Apple App Store and Google Play. You acknowledge that use of the SoFi Mobile App is subject to the Terms of Use associated with the SoFi Mobile App.

In order to use the SoFi Mobile App, you must have an Apple iOS or Android tablet or other smartphone capable of installing and running the SoFi Mobile App (see Terms of Use details for specific hardware and OS requirements). Certain features of the SoFi Mobile App, such as the Mobile Deposit feature, require that your device be equipped with a camera capable of taking photographs with minimum resolutions as set forth in the SoFi Mobile App Terms of Use.

## **D. Third-Party Electronic Funds Transfer and Wallet Services.**

You may link your Account to a third-party service to facilitate electronic fund transfers (e.g., Plaid, etc.) to fund your Account. You may also choose to link your SoFi Bank Debit Card to a third-party digital wallet or payment service provider (e.g., Apple Pay, Samsung Pay, etc.), subject to the terms of the SoFi Bank Mobile Wallet Agreement. Such third-party electronic funds transfer, or digital wallet service provider may enable you to use your Account or SoFi Debit Card to make payments, purchases, or complete other transactions using the provider's internet or mobile application. In subscribing to such services, you may be required to agree to the terms and conditions of the electronic funds transfer service or digital wallet provider, as

applicable. By subscribing, you further consent to SoFi Bank and its Third-Party Partners providing to such electronic funds transfer service or digital wallet provider, information requested about your Account, as required to permit use of your Account or SoFi Debit Card with such services. None of SoFi Bank nor any of its Third-Party Partners is responsible for the performance of, or security provided by, such services. In addition, we are not responsible for any failure of the service provider to properly function or for any errors or delays caused by or your inability to use the service for any transaction.

**E. Third-Party Agreements.**

Your ability to access and use your Account will also be dependent on services provided by various third parties such as your Internet service provider, your mobile phone carrier, and other third parties that provide or support the hardware or software needed to access your Account online. You agree to comply with the terms of any related Third-Party Agreements you have with such providers and acknowledge that SoFi Bank does not control the products or services provided by such third parties and has no responsibility for the quality of the services or products provided by them. You further acknowledge that SoFi Bank has no liability to you for any losses or damages you may sustain in the event you are unable to access your Account or execute a transaction, to the extent caused by the failure of any such third-party to properly maintain or timely deliver its services or products.

**F. Third-Party Fees.**

There are no fees charged by SoFi Bank to access your Account online or via the SoFi Mobile App; however, you may incur charges from your Internet or mobile service provider for downloading the SoFi Mobile App or sending or receiving data related to Account transactions (e.g., uploading check images using the Mobile Deposit feature). Please check the agreements with your Internet or mobile service providers for details on any applicable charges or fees.

**V. Deposits to Your SoFi Bank Account**

Deposits are subject to limitations specified in this Agreement. In addition to any of the limitations specified in this Agreement, we may further restrict or limit your ability to receive deposits when we reasonably believe there may be fraudulent, suspicious, or illegal activity on or impacting your Account.

**A. Initial Funding of Your Account**

There is no minimum deposit requirement to open a SoFi Bank Account. SoFi Bank reserves the right to close any Account which has not been funded within thirty (30) days after the date of Account opening. There are several ways to deposit funds into your SoFi Bank Account, as set forth in Section V.B below. You may also be able to fund your SoFi Bank Account using Instant Funding, which is a one-time option to use an existing debit card issued by a U.S. bank, to deposit up to \$500.00. Once you have funded one Account using Instant Funding, you will not be eligible to use Instant Funding to fund any other Account held in your name.

## **B. How Deposits May Be Made**

### **1. Direct Deposits**

You can use the direct deposit feature to facilitate a recurring deposit of your regular income to your SoFi Checking or Savings account, including payroll, pension, or government payments (e.g., Social Security) made by your employer, payroll or benefits provider or government agency via the ACH Network. Deposits that are not from an employer, payroll or benefits provider or government agency, including but not limited to check deposits, peer-to-peer transfers (e.g., transfers from PayPal, Venmo, Wise, etc.), merchant transactions (e.g., transactions from PayPal, Stripe, Square, etc.), and bank ACH funds transfers and wire transfers from external accounts, or are non-recurring in nature (e.g. IRS tax refunds) do not constitute direct deposit. Although we do our best to recognize all direct deposits, a small number of employers, payroll providers, benefits providers, or government agencies do not designate payments as direct deposit. You may confirm that a direct deposit has been made by accessing your Account online, through the SoFi Mobile App, or by calling us at the number listed on the SoFi Bank Contact Sheet at <https://www.sofi.com/contact-us/>. Please note that your eligibility to use certain Account features and/or to earn certain Account benefits may be dependent on having established and maintained direct deposit for some period of time, as defined by SoFi Bank.

### **2. ACH Transfers from Other Financial Institutions**

You can transfer money to your SoFi Checking or Savings account by setting up an ACH transfer from another financial institution. Credit for an ACH transfer is provisional until final payment is received by the receiving depository financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the beneficiary, and the receiving depository financial institution is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer but do not receive final payment, you become obligated to us for the full amount without prior notice or demand. Please note that when we receive an electronic deposit to your Account, we will not send a separate notice regarding the deposit, but it will be reflected on your next statement. You may visit [www.sofi.com](http://www.sofi.com) or the SoFi Mobile App, or call us to confirm that we have received a deposit. If the bank that sent an electronic deposit to your account tells us it was a mistake, or was intended for another customer or account, we will investigate and may deduct the amount from your balance.

### **3. Instant Transfers from Other Financial Institutions**

You may receive funds into your Checking or Savings Account from an account you have at another financial institution via Instant Transfers that are initiated at other financial institutions using the Federal Reserve's FedNow<sup>®</sup> Service.

### **4. Wire Transfers**

SoFi Bank Customers may deposit funds into their Checking or Savings account via domestic wire transfers initiated at other financial institutions or third party entities using only the FedWire Funds Service.

## **5. Internal Transfer Between Accounts at SoFi Bank**

SoFi Bank Customers can instantly transfer cash to each other online or through the SoFi Mobile App via the SoFi Bank P2P Transfer Service. The P2P Transfer Service can only be used to transfer funds to or from a SoFi Checking account. No transfers via the SoFi Bank P2P Transfer Service are permitted outside of the United States.

## **6. Mobile Check Deposits**

You can deposit checks into your SoFi Checking or Savings account remotely using your smartphone, tablet or other camera-enabled device by accessing the Mobile Deposit feature of the SoFi Mobile App. SoFi Bank does not accept physical checks for deposit in-person, by mail, by night depository or any other means. To activate the Mobile Deposit feature, your SoFi Account generally must have received deposits totaling at least \$500 since your Account was first opened. We may choose to activate this feature for you sooner at our sole discretion based upon your account activity. The precise amount of deposits required for your Account will be determined by SoFi based on your Account history and other information. SoFi shall notify you of the precise amount of deposits required within the Mobile Deposit flow. SoFi reserves the right to adjust this threshold at any time. You can only deposit mobile checks into your SoFi Account that are denominated in U.S. Dollars and are drawn on U.S. depository institutions (including a U.S. branch of a foreign bank).

All checks deposited via the Mobile Deposit feature must be endorsed. An endorsement is a signature, stamp or other mark made on a check to transfer the check to another person. If a check you deposited does not have your endorsement, we may endorse it for you or treat the check as if we had endorsed it. Also, any deposited check that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it. We are not bound by any conditional or restrictive endorsements on a check you cash or deposit, or by any endorsement “without recourse.” You may not deposit third-party endorsed checks (i.e., a check originally made payable to another person that has been endorsed to you) into your SoFi Bank Account.

When depositing a check via Mobile Deposit, we require that you add the notation “*For Mobile Deposit only at SoFi Bank*” to your endorsement of the check. Once you have deposited a check via Mobile Deposit, you agree to retain the original paper check in a safe place for thirty (30) days in case there is any issue with reading the uploaded check image or otherwise in processing the check, after which time you will destroy the original paper check.

For all checks deposited via Mobile Deposit, you represent and warrant that neither you nor anyone else has previously presented the check for deposit or payment, whether in paper form or electronically, and you agree that no one will in the future present such check for payment, in paper form or electronically, except to the extent SoFi Bank requests that such item be redeposited. In the event a check is deposited via Mobile Deposit without the restrictive endorsement “*For Mobile Deposit only at SoFi Bank*” or is otherwise deposited via Mobile Deposit and subsequently deposited through another financial institution, you will be liable for any losses, penalties and fees incurred in connection with such subsequent deposit. If you do not

endorse your check properly and it causes us a loss, cost or expense, you may have to pay that amount to us.

You can request the cancellation of a pending mobile check deposit by calling us or through SoFi chat, provided that the request is received by SoFi Bank within the following timeframes. If you deposit a mobile check before 5:30 p.m. ET on a Business Day, you must notify SoFi Bank by 5:30 p.m. ET on the same day to successfully cancel the mobile check deposit. If the deposit is made on a non-Business Day, you must notify SoFi Bank by 5:30 p.m. ET on the following Business Day to successfully cancel the mobile check deposit. If you request the cancellation of a pending mobile check deposit, we will attempt to cancel such pending mobile check deposit but cannot guarantee that it will be canceled.

## **7. Cash**

You can deposit cash directly to your SoFi Checking Account by using your SoFi Debit Card linked to that account at retail merchants that participate in the Green Dot Reload @ the Register program. Details about transactional limits can be found at <https://www.sofi.com/banking/limits>. Participating retailers may charge a service fee for each deposit. Participating retail locations can be found at <https://secure.attheregister.com/locations> and selecting the option 'Deposit Cash with Card'. This feature is currently not available for SoFi Savings Accounts.

## **C. General Deposit Restrictions**

We may refuse a deposit, or part of a deposit, at any time. We also may refuse a deposit after initially accepting it. We do not accept third-party deposits in any form (i.e., deposits not in the name of the account holder). We can reverse any amount we have added to your balance for a deposited mobile check. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made. If we refuse a deposit, we may take a mobile check on a "collection basis" which means we will not add funds to your balance until we have actually been paid for the mobile check. SoFi Bank does not accept physical checks for deposit in-person, by mail, by night depository or any other means.

If you deposit a mobile check or other item and (i) the paying bank returns it to us unpaid; (ii) the paying bank or the issuer of a check demands that we repay them because the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (iii) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and subtract the funds from your balance in other accounts for which you are an owner, or charge part of the item to each, even if you have already withdrawn the funds. If we have reason to believe that any of the events in the previous sentence has occurred or may occur or that the check or other item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a non-customer account until we determine who is entitled to them.

## D. Funds Availability Policy

### 1. Funds Availability

Subject to the restrictions set forth in this Agreement, each mobile check or instrument you deposit will be promptly credited to your Account and made available in accordance with the timeframes described below. Once the funds are available, you can withdraw them in cash, and we will use them to pay checks that you have written. Although you may view your Account information on the SoFi Mobile App, on [www.sofi.com](http://www.sofi.com), or at an ATM, the information provided through any of these means may not include funds that are not available for immediate withdrawal. Notwithstanding the foregoing, SoFi Bank reserves the right to delay making deposited funds available to the extent we determine that additional time is needed to verify information about the item or the sender.

### 2. Day of Deposit

If we receive an ACH deposit before 6:00 PM ET on a business day or a mobile check deposit before 4:00 PM ET on a business day, we will consider that business day to be the day of your deposit. However, if we receive an ACH or mobile check deposit after these cut-off times, or on a non-business day, we will treat the deposit as having been made on the next business day. For purposes of this Funds Availability policy, a “business day” is any day of the week except Saturday, Sunday, and Federal Reserve holidays.

Type of Deposit	Time of Deposit	Posting
ACH Deposit	Before 6:00 p.m. ET on business day	Day of Deposit
	After 6:00 p.m. ET on business day or on non-business day	Next business day
Mobile Check Deposit	Before 4:00 p.m. ET on business day	Day of Deposit
	After 4:00 pm. ET on business day or on non-business day	Next business day

### 3. Delayed Availability

We may delay availability for the full amount of a mobile check. Reasons for such a delay may include but are not limited to: (i) you deposited mobile checks totaling more than \$5,000 in any one day; (ii) you have overdrawn your Account repeatedly in the last six (6) months; (iii) there is an emergency, such as a failure of communications or of our systems; (iv) we believe a mobile check you deposited will not be paid; or (v) you redeposit a mobile check that has been returned unpaid. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. In the event that we do delay availability, the funds will generally be available no later than the 9th business day after the day of your deposit. The estimated current timeline for funds availability for a mobile check deposit can be found in the SoFi Mobile App at the time of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available by contacting us by any means set forth on the SoFi Bank Contact Sheet at <https://www.sofi.com/contact-us/>.

#### **4. Availability of ACH Transfers**

Generally, ACH deposits originating from SoFi will be available the third business day after the day of deposit. A portion of the deposit may be made available earlier.

ACH Deposits that are initiated through another bank will generally be available on the next business day after the day the ACH Transfer is deemed to be received by SoFi but may be available earlier. An ACH is deemed to be received by SoFi when SoFi has received both payment in actual and finally collected funds. Direct deposits, as defined by SoFi, will be available on the day we receive notification of the deposit from the Federal Reserve, employer or payee, which is often up to two days before the scheduled payment date but may vary. Please note that if your initial deposit to your SoFi Bank Account is an ACH transfer from a linked account at another financial institution that you own or from which you have the legal authority to transfer funds, SoFi Bank reserves the right to place a hold on such transfer or to return the payment to the sending institution.

#### **5. Availability of Mobile Check Deposits**

Generally, mobile check deposits will be available no later than the fifth business day after the day of deposit. A portion of the deposit may be made available earlier. Please note that checks deposited using our Mobile Deposit feature are not subject to the funds availability requirements of Regulation CC. This will be true even if we provide you with Regulation CC disclosures or notices. We reserve the right to place an extended hold on your deposited funds. The estimated timeline for funds availability for a mobile check deposit can be found in the SoFi Mobile App at the time of your deposit. In certain cases, we may need additional time to process your mobile check, which could delay funds availability.

#### **6. Availability of Instant Transfers**

Instant Transfers initiated at other financial institutions are typically received and made available for use immediately. In rare cases, delays may occur due to factors outside of SoFi Bank's control, including processing by the sending institution or outages, disruptions, or other technical failures affecting the FedNow Service. SoFi Bank may delay or reject an inbound Instant Transfer if we suspect fraud, identify security concerns, or determine the Instant Transfer may violate applicable law or regulation.

#### **7. Availability of Wire Transfers**

Funds from wire transfers to your Account that you initiate through another bank will be available on the business day after we receive the deposit. A wire transfer is deemed to be received by SoFi when SoFi has received both payment in actual and finally collected funds.

#### **8. Availability of Cash Deposits**

Cash deposited to your SoFi Checking Account through a retail merchant that participates in the Green Dot Reload @ the Register program will typically be available within two hours after deposit.

## **VI. Withdrawing Cash or Transferring Funds from Your SoFi Bank Account**

### **A. Withdrawal Types**

There are several ways you can withdraw cash or access the money in your SoFi Bank Account.

#### **1. Online Banking and SoFi Mobile App**

You may use [www.sofi.com](http://www.sofi.com) or the SoFi Mobile App to view your Checking and Saving account information, transfer funds between your SoFi Bank Accounts, transfer funds to and from your SoFi Invest accounts, pay loans or credit cards, or make payments to third parties. You must agree to any additional disclosures and specific terms for using these services when you enroll in them, as applicable.

#### **2. ATM Withdrawals (Checking Accounts Only)**

You may withdraw cash from your Checking Account at any ATM that accepts Mastercard or which supports either Maestro or Interlink systems.

- Account holders will not be charged ATM transaction fees while using AllPoint ATMs. Current locations for AllPoint ATMs can be found using the SoFi Mobile App.
- Account holders will be 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:** SoFi Bank may, at any time, in its sole discretion (or based on changes agreed to with AllPoint), limit, restrict, change or terminate this ATM policy.

#### **3. P2P Transfers (Checking Accounts Only)**

You can send money to other SoFi Bank account holders or SoFi Money account holders or persons with accounts at other U.S. financial institutions using the SoFi Bank P2P Transfer Service. For additional details, see Section VII herein.

#### **4. Global Remittance Transfers (Checking Accounts Only)**

You can send money to recipients outside of the United States from your SoFi Checking Account. Applicable fees (as set forth in the SoFi Bank Fee Sheet), exchange rates, and estimated delivery times will be disclosed to you before you authorize a transfer. Service availability may vary by country or recipient. For additional details, see Section XII herein.

#### **5. Check Writing (Checking Accounts Only)**

You can write checks using your SoFi Checking Account checkbook. For additional details, see Section VI.D herein.

#### **6. Bill Pay Payments (Checking Accounts Only)**

You can pay bills electronically using the SoFi Bank Bill Pay Service. For additional details, see Section VIII herein.

**7. Wire Transfers**

You may send money via outgoing domestic wire transfer using the FedWire Funds Service to an account at a bank located in the United States or a U.S. territory in U.S. dollars only. SoFi Bank does not permit wire transfers outside of the United States and U.S. territories or in foreign currencies. Please note that prior to releasing a wire transfer, we may call you back at the number on file to require you to complete verification of the wire details. For additional details, see Section IX herein.

**8. Instant Transfers**

You may send money via an Instant Transfer from your Checking or Savings Account to an account at another financial institution that participates in the FedNow® Service. Instant Transfers are available 24 hours a day, 7 days a week, 365 days a year. Fees may apply as set forth on the SoFi Bank Fee Sheet. For additional details, see the Instant Transfers Section XI of this Agreement.

**9. Zelle® (Checking Accounts Only)**

SoFi Checking account holders that meet certain eligibility criteria may send and receive money to other SoFi accounts and/or accounts at other financial institutions using Zelle®. For additional details, see Section X.

**10. SoFi Smart Card**

The SoFi Smart Card is a charge card issued by SoFi Bank that is secured by your SoFi Checking and Savings accounts. The Smart Card is subject to application and approval. For additional details, see Section XIII.

**11. Electronic Transfers and Preauthorized Transfers**

You can transfer money from your SoFi Bank Account to a linked account you have at another financial institution by accessing your Account online or through the SoFi Mobile App. You may make ACH transfers with external bank accounts to and from your Checking and Savings Accounts but not from a Vault.

You may authorize a third party to transfer funds to or from your account by providing your Account number and your routing number. These transfers may use various payment networks and may take various forms, such as (a) employer payroll, government benefits or other direct deposits; or (b) one-time or recurring charges to your Account for a utility payment or to pay other bills. These transfers can be made to or from your Checking and Savings Accounts but not to or from a Vault.

**12. Potential Delays of Withdrawals or Transfers.**

We may delay a withdrawal or transfer in certain situations, including to confirm that the transaction has been authorized by you or if other credits to your SoFi Bank Account have been reversed (for example, as a result of a chargeback, bank reversal or disputed transfer or other transaction). If we delay a pending withdrawal or transfer or limit your ability to make a

withdrawal or transfer, you may be required to reinitiate the transaction once the limitation has been lifted.

## **B. Electronic Funds Transfer Authorization**

I acknowledge that SoFi Bank allows me to: (i) electronically transfer funds via ACH between my SoFi Bank Account and my external account(s) at other financial institutions, once I have successfully registered such external account(s); and (ii) set up recurring bill payments from my SoFi Bank Account to a third-party payee, once I have successfully set up such payee. I agree that I will provide the routing/transit number, account number, and type of account at the time of any such ACH transfer request, or will otherwise supply that information via a method approved by SoFi. I authorize SoFi to: (i) to execute micro credits and/or micro debits when adding new external accounts; (ii) to initiate withdrawals from any external account indicated upon submission of an ACH transfer request; and/or (iii) to withdraw selected amounts at any interval requested in my recurring Bill Pay Payment or recurring external transfer.

I hereby represent and warrant that I have all necessary rights, power, and authority to debit and credit my registered external accounts that may be identified in any transfer order being executed. I further represent and warrant that I will only enter information into transfer orders that is both complete and accurate. I agree that the ACH transactions I authorize will comply with all applicable law. I acknowledge that the origination of ACH transactions must comply with the provisions of applicable law and the rules of NACHA. I agree to request that the financial institution(s) that holds my external account(s) honor all transfers in accordance with this authorization.

Should there be any errors in connection with an ACH transaction that debits or credits my external account(s) or my SoFi Bank Account, such as an incorrect amount or duplicate transactions, I authorize SoFi to debit or credit my funding account or my SoFi Bank Account as needed to correct any such errors. This authorization is to remain in full force and effect until either (i) I have canceled my authorization through Autopilot, (ii) I have canceled a scheduled or recurring Bill Payment or (iii) I have contacted SoFi Bank and requested the termination of this authorization in such time and in such manner as to afford SoFi a reasonable opportunity to act on it. I will contact SoFi via a means outlined in the SoFi Bank Contact Sheet at <https://www.sofi.com/contact-us/>.

### **1. Notice of Withdrawal Requirements for Savings Accounts.**

Although we have no intention of exercising this right, pursuant to federal law, SoFi Bank reserves the right to require you to give us written notice of your intention to make a withdrawal from a Savings Account seven (7) days before the withdrawal is made. By permitting you to make a withdrawal from a Savings Account without requiring seven (7) days' notice, we are not waiving our right to require the notice.

## **C. Transaction Limits for P2P Transfers and ATM Withdrawals.**

SoFi Bank sets withdrawal and deposit transaction limits on your SoFi Checking and Savings accounts to help protect members against fraudulent or unauthorized activity. Transaction limits

are set based on confidential fraud and risk criteria designed to safeguard your Accounts and may be modified at any time, in our sole discretion without prior notice. SoFi Bank establishes daily and monthly limits on the dollar amounts and volumes of certain Account transactions, including ATM withdrawals and P2P Transfers. These limits are evaluated across all accounts owned by a SoFi member, rather than on a per-account basis, for P2P Transfers and may vary across accounts depending upon SoFi Bank's assessment of risk and account activity. Limits are evaluated per debit card for ATM withdrawals. Use of any portion of a limit in one Account reduces the amount of that limit available for your other Accounts. 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 any time and in its sole , the dollar amounts or transaction volume limits permitted for specific Account activities.

#### **D. Check Writing (Checking Accounts Only)**

Your SoFi Checking Account comes with check-writing privileges. A check will be paid only to the extent that there are available funds in your account to cover the full amount of the check at the time it is presented for payment; checks presented for payment against insufficient funds will be returned unpaid. You agree that neither SoFi Bank nor any SoFi Third-Party Partners, including any of their affiliates, directors, officers, employees, agents, or contractors, will be liable for any fees, penalties, or other damages resulting from dishonored checks resulting from insufficient funds.

You acknowledge that we will not provide you with copies/images of your paid checks with your Account Statement. If you wish to view images of checks that you have written and that have been paid against your Account, you may do so by logging onto your Account or by using the SoFi Mobile App. You may also request copies of checks you have written and that have been paid by contacting SoFi Bank at the phone number listed on the [SoFi Bank Contact Sheet](#).

You agree that when we make available to you your Account Statement reflecting that one or more checks have been paid during the statement period, you will review such checks using the methods provided for in this subsection to ensure that they were paid in accordance with your instructions and will notify us promptly of any possible irregularities. Failure to do so may result in a loss to you. Refer to Section XXI, "Account Inquiries and Disputes; Error Resolution." for a description of your rights and the process for resolving any suspected errors.

##### **1. Electronic Presentment of Checks.**

We may charge your Account on the day that a check is presented (or returned) to us directly or electronically for payment. We may charge your Account or place a hold on funds at an earlier time if we receive notice that a check is being returned, or if we receive notice that your check is being processed for collection.

##### **2. Stop Payment Requests.**

You may request that SoFi Bank issue a stop-payment order on a check that you have issued and that has not already been paid, certified, or accepted by SoFi Bank or a SoFi Third-Party Partner processing our checks. However, the stop payment will not be effective if we have already certified, paid or otherwise become responsible for the check. For example, we cannot stop

payment on a check that we have already cashed or a deposited check where the funds have already been withdrawn. We may accept the stop payment request from any of the authorized signers of the account regardless of who signed the check. To request a stop-payment order, you must call us at 1-855-456-7634 and provide us with your Account number, the check number, the payee name, the precise amount of the check, the date written on the check, and any other information that we may require. We may request that you confirm this information in writing. Failure to provide this information accurately may prevent us from stopping payment on the check, and you agree that neither SoFi Bank nor any SoFi Third-Party Partner, including any of their affiliates, directors, officers, employees, agents, or contractors, will be liable for any loss or damage caused by our inability to stop payment of a check based on incomplete or inaccurate information received from you. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we do not refuse the payment. We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. When the stop payment order expires, we may pay the item and have no duty to notify you.

We must receive your request to stop payment on a check in sufficient time to allow us to act on the request, and you agree that neither SoFi Bank nor any SoFi Third-Party Partner, including any of their affiliates, directors, officers, employees, agents, or contractors, will be liable to you or any third-party for any losses or damages arising out of your submission of a stop payment request with insufficient time to allow us to act on the request. Stop-payment requests received after the cut-off time will not be processed until the next Business Day. A stop-payment order will remain in effect for one year (even if the check is presented more than once while the stop-payment order is in effect) and will then expire unless you renew it. By requesting a stop-payment order, you agree that in no event will SoFi Bank or any SoFi Third-Party Partner, including any of their affiliates, directors, officers, employees, or agents, or contractors be liable to you or any third-party for acting or failing to act on such a request. Stop-payment requests may be subject to the fees set forth on the SoFi Bank Fee Sheet at [www.sofi.com/legal/banking-fees/](http://www.sofi.com/legal/banking-fees/).

### **3. Stale and Post-Dated Checks.**

If a check dated more than six (6) months ago (i.e., a stale check) is presented for payment against your Account, SoFi Bank reserves the right, at its discretion, to pay the check upon presentment and deduct funds from your Account, notwithstanding that the check is stale. If a check bearing a date in the future (i.e., a post-dated check) is presented for payment against your Account prior to the date of the check, SoFi Bank reserves the right, at its discretion, to pay the check upon presentment and deduct funds from your Account, notwithstanding that the check bears a date in the future. If you do not want us to pay a stale or post-dated check you may request that a stop-payment order be placed on any such checks by contacting SoFi Bank as described above. You otherwise agree to release SoFi Bank and any SoFi Third-Party Partners including any of their affiliates, directors, officers, employees, agents, or contractors, from loss, damage or other liability related to honoring, or refusing to honor, a stale or post-dated check and to indemnify and hold harmless SoFi Bank and any SoFi Third-Party Partner, including any of their affiliates, directors, officers, employees, agents, or contractors, from any costs or claims associated with decisions to honor, or refusing to honor such checks.

#### **4. Returned Checks Deposited in Your Account.**

If a check deposited to your Account is returned unpaid, the deposit will be reversed, and the corresponding funds deducted from your Account balance. In the event you have been credited for, or received, interest on a deposit that does not clear or that is later invalidated or reversed, the amount of interest paid or credited to your Account on such funds will be deducted from your Account or, if there are insufficient funds in your Account to cover the deduction, from any account that you hold with SoFi or its affiliates. If there are insufficient funds in the accounts that you hold with SoFi and its affiliates, you will be asked to repay such amounts, as applicable. If we have reason to believe that a deposit was incorrectly credited to your Account, we may restrict your ability to access or use such amounts pending our review of the transaction and/or return such amounts to the account from which it was transferred.

#### **5. Review of Checks and Signatures**

Check payment is highly automated. If we return a check based on our review of the signature, we are not liable to you even if you authorized the check. If the numeric amount on a check doesn't match the amount written out in words, we may select either one when paying it. We have no duty to prevent a check from being presented more than once.

### **E. The “Good Funds” Model; Overdraft Coverage; Posting Order; and Funds Availability.**

#### **1. Good Funds Model.**

The SoFi Bank Accounts operate on a “good funds” model. Except as provided under “Overdraft Coverage”, you may only spend, withdraw, transfer, or otherwise use funds in your Account to the extent that there are cleared funds available in the Account for such transactions. This means that, unless overdraft coverage applies, SoFi Bank will not process any transaction you initiate or schedule if there are insufficient funds in your Account to complete the transaction at the time the funds are to be deducted from your Account.

If you attempt to make an electronic transaction (e.g., ATM withdrawals, SoFi Bank Debit Card purchases, P2P Transfers, wire transfers, etc.), and have insufficient funds in your Account, the transaction will be declined. If you schedule a Bill Pay Payment, P2P Transfer or other payment to be processed at a future date, you must ensure that there are sufficient funds in the Account on the date the money will be withdrawn from your Account, or it will not be processed. Similarly, checks you have written that are presented for payment against insufficient funds will be returned unpaid. As there is often a delay between the date a check is written and when it is presented for payment, remember to maintain sufficient funds in your Account to satisfy all outstanding checks that you have written. SoFi Bank reserves the right to charge a fee for a declined payment or a returned check, or Bill Pay Payment or P2P Transfer for which there are insufficient funds. SoFi Bank will deduct from your Account any costs, fees or charges we incur in processing any returned check or declined payment. If there are insufficient funds in your Account, the amount of any costs, fees or charges will be deducted from any account that you hold with SoFi or its affiliates. In addition, third parties may assess you a fee or other charge (such as penalty interest) for dishonored or late payments, which fees and charges are solely your responsibility. SoFi Bank will not be responsible for any costs or losses you may incur

(including fees, costs, charges, attorneys' fees, investment losses, claims, demands, or liability resulting from any litigation or other actions) as a result of its decision to decline any Bill Pay Payment, P2P Transfer, ATM withdrawal, etc., or its decision to not honor a check presented for payment or other transaction because your Account has insufficient funds.

## **2. Posting Order and Processing.**

Posting order is the order in which we apply deposits and withdrawals to your Account. In this section, we provide you with visibility into how transactions are posted and in what order to help you better manage your Account. Wire, Zelle<sup>®</sup>, Instant Transfers, and global remittance transactions post to your Account immediately. Mobile check deposits are posted prior to checks drawn on your Account.

We process ACH and debit card transactions each Business Day. For ACH transactions, we post credit transactions to your Account in the order in which each credit transaction is presented to us or our SoFi Third-Party Partner, followed by debit transactions in the order in which each debit transaction is presented to us or our SoFi Third-Party Partner. For SoFi Bank Debit Card transactions, we post debit transactions to your Account in the order in which each debit transaction is presented to us or our SoFi Third-Party Partner, followed by credit transactions in the order in which each credit transaction is presented to us or our SoFi Third-Party Partner. Transactions will be honored to the extent your Account has available funds (subject to Overdraft Coverage amounts, if applicable), to cover the full amount of each transaction at the time it is received. If you use your SoFi Bank Debit Card to make a purchase, ATM withdrawal, etc., the amount of the purchase or withdrawal will be immediately deducted from your available funds when it is approved; such amounts will not be available to cover other purchases, transfers, or withdrawals, including, but not limited to, any checks presented for payment.

## **3. Items Paid Against Insufficient Funds.**

We may pay or decline to pay any item when it is presented if your Available Balance is less than the amount of that item plus all other items received but not yet paid. We will decline any requested ATM withdrawal unless your Available Balance at the time is equal to or more than the amount of the requested withdrawal. We look at your Available Balance only once when the item is presented to us to decide if you have enough funds to pay the item.

It's your responsibility to avoid overdrawing your Account. Even if we've paid Overdraft items before, we are not required to do it in the future.

## **4. Negative Account Balances.**

We pay Overdrafts at our discretion, which means we do not guarantee that we will always authorize or pay any type of transaction. Even if we have paid Overdraft transactions before, we are not required to do so in the future. In the event you have not opted into overdraft coverage for your Account (discussed below), and we honor a transaction that results in an Overdraft, you agree to repay such Overdraft within thirty (30) days along with any fees that apply. We may report you to consumer reporting agencies or close any Account in your name, if you fail to repay the Overdraft. This could affect your ability to open accounts or obtain other products

with us or other banks in the future. You authorize us to deduct the amount owed and resulting fees from any subsequent deposits to your Account (including but not limited to a direct deposit of Social Security or any other state or federal benefit payment) and to offset and deduct such amounts from any other account you may have with SoFi. While your Account has a negative balance, SoFi Bank will not honor any debit or other outgoing transactions, including any Bill Pay Payments, ATM withdrawals, outgoing P2P Transfers or similar transactions related to your Account. SoFi Bank will continue to honor all credit transactions, including deposits and incoming P2P Transfers. In the event a payment in excess of the negative balance is not received within thirty (30) days after an Overdraft occurs, SoFi Bank reserves the right to close any Account in your name in accordance with the procedures set forth herein. You agree to pay all costs and expenses we incur in collecting any Overdraft. We may pursue collection of the amount you owe (including suing you) after it is charged off. We do not permit you to reopen an Account that was closed due to a negative balance.

**5. Insufficient Funds and Returned Item Fees.**

We reserve the right to charge a fee for any item presented on a Business Day when your Account is overdrawn, whether or not we pay the item. If we pay it, we reserve the right to charge an Insufficient Funds Fee. If we return the item unpaid, we reserve the right to charge a Returned Item Fee (even if we later decide to pay that item after we had initially decided to return it). Refer to the SoFi Bank Fee Sheet for information about what fees apply and how fees are calculated for your Account. We may limit the number of fees we charge in a single day for multiple returned items.

**6. Overdraft Coverage.**

SoFi Bank offers two optional overdraft features: (a) linking SoFi Checking and SoFi Savings Accounts to cover SoFi Checking Account Overdrafts (“Overdraft Protection”), and (b) SoFi’s Overdraft Coverage Option.

**(a) Overdraft Protection Through Linked Accounts.**

This is an optional service you can add when you have both a Checking and Savings Account by linking your SoFi Checking Account and your SoFi Savings Account. If you opt to link the Accounts, we will use available funds in your SoFi Savings Account to pay Overdrafts in your SoFi Checking Account. SoFi will not charge a fee for such transfers. Please note that the funds applied to this overdraft protection feature will be limited to Savings Account deposits which are *not* allocated to a Vault. If you accept a SoFi Bank Pay in 4 loan but have insufficient funds in your SoFi Checking Account to complete any installment payment, SoFi Bank will use available funds in your SoFi Savings Account to pay the outstanding amount. Please refer to the SoFi Bank Pay in 4 Terms and Conditions, which can be found on the SoFi Mobile App and on the SoFi website, for additional details. You may not disable overdraft protection until all authorized debit card transactions have settled.

**(b) Overdraft Coverage Option.**

Overdraft Coverage is an optional overdraft feature offered to Checking account holders who receive at least \$1,000 or more in direct deposits within a rolling 31-calendar day period on a recurring basis. SoFi may also at its sole discretion offer Overdraft Coverage to members based on account activity. SoFi Checking account holders who qualify, will automatically be enrolled in Overdraft Coverage; however, account holders may opt-out of this feature through the SoFi Mobile App or website. SoFi Checking account holders who do not opt-out will receive up to \$50 of overdraft coverage on SoFi Bank Debit Card purchases only. This feature does not apply to P2P Transfers, Bill Payments, checks or other types of transactions. There are no fees or interest associated with the Overdraft Coverage Option. Account holders who accept and use the Overdraft Coverage feature agree to allow SoFi Bank to honor a transaction that results in an Overdraft and deduct the amount of the Overdraft from their SoFi Bank Account when a subsequent deposit is made. In the event the covered Overdraft is not repaid within thirty (30) calendar days, SoFi reserves the right to revoke your access to Overdraft Coverage for any Account in your name. SoFi Bank further reserves the right to close any Account in your name if a payment that resolves the negative balance is not received within thirty (30) days after the Overdraft occurs.

**7. [RESERVED]**

**8. SoFi Debit Card Authorizations; Holds (Checking Accounts Only).**

Details about debit card authorization rules and holds placed on account funds can be found in the SoFi Debit Card Agreement at [www.sofi.com/SoFiBankDebitCardAgreement/](http://www.sofi.com/SoFiBankDebitCardAgreement/).

**9. Funds Transfer Service Terms: Payments, Deposits and Transfers You Make or Receive by Electronic Methods.**

We provide a variety of electronic funds transfer (“EFT”) services for SoFi Bank Accounts. These include P2P Transfers, Bill Pay services, deposits and transfers that you make or receive by electronic methods, such as with your SoFi Debit Card, through the SoFi Mobile App or through [www.sofi.com](http://www.sofi.com).

Funds transfers to or from your Account will be governed by the rules of any funds transfer system through which the transfers are made (“System Rules”), including Fedwire, the National Automated Clearing House Association (“NACHA”), the Electronic Check Clearing House Organization, any regional association (each an ACH), the Clearing House Interbank Payments System (“CHIPS”), the Society for Worldwide Interbank Financial Telecommunication (“SWIFT”) and the RTP system (“RTP System”), and the FedNow Service operated by the Federal Reserve Banks (“FedNow Service Rules”). We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including, without limitation, OFAC requirements.

## **VII. SoFi Bank P2P Transfer Service (Checking Accounts Only).**

### **A. Overview of the SoFi Bank P2P Transfer Service.**

The SoFi Bank P2P Transfer Service is designed to facilitate P2P Transfers between SoFi Bank or SoFi Money Customers and between SoFi Bank Customers and persons with accounts at other financial institutions..

In order to use the SoFi Bank P2P Transfer Service, your SoFi Bank Account must be in good standing and you must have sufficient funds in your Checking Account to cover the Payment Amount to be transferred.

For P2P Transfers between SoFi Bank Customers, in the event that the recipient has multiple accounts at SoFi Bank, the default recipient account to which the funds will be transferred shall be the first SoFi Checking Account opened by such recipient that is currently active.

### **B. Limitations on the SoFi Bank P2P Transfer Service.**

#### **1. Personal Use Only.**

The SoFi Bank P2P Transfer Service is intended for personal use and is not to be used for commercial purposes. SoFi Bank Customers who wish to pay bills should use the SoFi Bank Bill Pay Service rather than the SoFi Bank P2P Transfer Service.

#### **2. Domestic Payments Only.**

The SoFi Bank P2P Transfer Service can be used for domestic payments only. It cannot be used to transfer money to accounts located in foreign countries.

### **C. Estimated Timing for P2P Transfers.**

#### **1. P2P Transfers Between SoFi Bank and/or SoFi Money Customers.**

P2P Transfers between SoFi Bank Customers or SoFi Money Customers will occur on the day the Payment Instructions are received, whether or not the Payment Instructions are received prior to the cut-off time.

#### **2. P2P Transfers to Recipients at Third-Party Financial Institutions.**

P2P Transfers to recipients at third-party financial institutions will occur via ACH. Upon receipt of your Payment Instructions, SoFi Bank will contact the recipient to confirm certain account details. If the recipient provides the requested information before the ACH cut-off time, the P2P will be sent on the same Business Day. Once sent, most recipients receive ACH transfers within two (2) Business Days. Please note that the timing of the availability of an ACH transfer to a recipient at a third-party financial institution is determined by the policies of the recipient's financial institution for processing and accepting such transfers. Therefore, the timing of the ultimate receipt and availability of a P2P Transfer sent by ACH is not controlled by SoFi Bank.

## **D. Rejected P2P Transfers.**

When you send a P2P Transfer, neither the recipient nor the recipient's financial institution is required to accept it. In the event a P2P Transfer is not accepted by the recipient or his/her financial institution for any reason, the proposed Payment Amount will be refunded to your SoFi Bank Account or, if the transfer has not yet been initiated, any hold placed on your Account with respect to the proposed Payment Amount will be released. SoFi Bank cannot guarantee the prompt return of funds from third-party financial institutions after rejection by a recipient or his/her financial institution. SoFi Bank is not liable for any damages you may sustain in the event a recipient or his/her financial institution rejects a proposed P2P Transfer.

## **E. P2P Payment Reversals and Claims; Errors.**

In the event a sender later disputes a P2P Transfer to you or makes a claim through his/her financial institution for a refund or reimbursement with respect to an erroneous or disputed P2P Transfer to you, the sender's financial institution—not SoFi Bank—will determine whether the dispute is valid and to whom any payment or reimbursement is due. If a P2P Transfer sent to you by a third-party is later invalidated or reversed, you agree that SoFi Bank may, upon written notice to you describing why the reversal is occurring, deduct from your Account the amount of such payment received, plus any fees, penalties or other amounts due in connection with such payment. If there are insufficient funds in your Account to cover the full amount due, you agree to pay any shortfall to SoFi Bank promptly upon request. SoFi Bank will in turn reimburse the amount to the sender's financial institution as required or appropriate.

If you believe there has been an error with respect to a P2P Transfer, see Section XXI, "Account Inquiries and Disputes; Error Resolution." for a description of your rights and the process for resolving any suspected errors.

## **F. Canceling P2P Transfers.**

### **1. Transfers to Other SoFi Bank Customers.**

Transfers to other SoFi Bank Customers occur instantaneously, and therefore they are not subject to cancellation once initiated.

### **2. Transfers to Recipients at Other Financial Institutions.**

For P2P Transfers to recipients at other financial institutions, you have a limited opportunity to cancel the transfer while the transfer appears in the "Pending" section of the transaction list. While "Pending", you can cancel a P2P transfer by selecting the transfer and clicking on "Cancel Payment". Once the P2P Transfer is completed, it will be listed under the date that the recipient accepted the transfer and you no longer will have the ability to cancel it.

If you request cancellation of a P2P Transfer in the manner described above and SoFi Bank fails to cancel the P2P Transfer in accordance with your instructions, we will be liable only for any direct, out of pocket costs incurred by you to the extent caused directly by such failure, subject to the limitations set forth in Section XXVII, "Legal Process, Indemnification, and Limitation of Liability."

## **VIII. SoFi Bank Bill Pay Service (Checking Accounts Only).**

### **A. Overview of SoFi Bank Bill Pay Service.**

The SoFi Bank Bill Pay Service facilitates online bill payments (e.g., credit cards, student loans, mortgage, rent, utilities, etc.) through your SoFi Checking Account. The SoFi Bank Bill Pay Service can be accessed through our website at [www.sofi.com](http://www.sofi.com) or the SoFi Mobile App.

SoFi Bank offers the SoFi Bank Bill Pay Service through one of its SoFi Third-Party Partners, which hosts an internet platform which provides bill payment services.

To use the SoFi Bank Bill Pay Service, your SoFi Checking Account must be in good standing and you must have sufficient funds in your Account to cover any Bill Pay Payments you initiate.

### **B. Electronic vs. Manual Bill Pay Payments.**

#### **1. Electronic Bill Pay Payments.**

The funds for electronic Bill Pay Payments will be debited from your Checking Account approximately two (2) Business Days prior to the scheduled Delivery Date you select. Electronic Bill Pay Payments are generally delivered to the payee/merchant within three (3) business days.

#### **2. Manual Checks.**

The funds for a manual Bill Pay Payment will be debited from your Account approximately eight (8) Business Days prior to the scheduled Delivery Date you select.

Manual physical checks are sent via USPS First-Class Mail, which offers delivery in one to five Business Days. Therefore, it may take up to 13 Business Days to be delivered to the payee/merchant. Please note that manual checks may be delayed due to longer shipping times by USPS. We recommend scheduling your physical check payments with a Delivery Date of at least five (5) business days prior to the actual payment due date on the bill. Scheduling your payments sufficiently in advance of the due date allows enough time for the biller to receive the payment and credit it to your account.

If a future or recurring scheduled Delivery Date for a Bill Pay Payment falls on a day that is not a Business Day, the related payment will be deducted from your Account on the Business Day immediately prior to the timeframes described above in order to facilitate delivery on or prior to the scheduled Delivery Date.

### **C. Bill Pay Payment Restrictions, Cancellations and Liability.**

#### **1. Right to Restrict Certain Bill Pay Payments.**

We reserve the right to refuse to allow you to designate a particular Payee or groups or classes of Payees from receiving Bill Pay Payments. For example, we will not permit Bill Pay

Payments to Payees which may be online gaming sites or sites which sell illegal drugs, drug paraphernalia.

You also may not use the SoFi Bank Bill Pay Service to send payments to payee accounts which are in foreign countries.

## **2. Changing or Canceling a Bill Pay Payment.**

You may cancel or modify a Bill Pay Payment while it is in a scheduled status and before the funds have been withdrawn from your Account.

Once a Bill Pay Payment has begun processing, cancellation or modification may no longer be possible.

- For electronic payments, cancellation requests are generally not possible once the payment has been initiated; however, in limited cases, we may be able to stop the payment if the system allows and the request is received promptly after initiation.
- For paper check payments, a stop-payment request may be placed once the check has been created and mailed, provided the check has not yet been cashed. In these cases, refunds are typically processed within one to two Business Days after the stop-payment request is accepted.

If a Bill Pay Payment remains scheduled and the funds have not yet been debited from your Account, you may cancel the payment through the SoFi app or website before the scheduled processing date.

## **3. Bill Pay Payment Liability.**

SoFi Bank, including any of its affiliates, directors, officers, employees, agents, or contractors, will not be responsible for any late fees, interest charges or other costs or expenses you may incur as a result of Bill Pay Payment processing delays to the extent caused by circumstances beyond our control or necessary, in SoFi's sole discretion for the protection of your Account or the SoFi Bank Platform, including, without limitation, delays caused by: (a) the US Postal Service; (b) technical issues relating to any ACH system or other electronic funds transfer network used to facilitate the payment; (c) the Payee's payment processing procedures; (d) insufficient funds in your SoFi Bank Account to cover any scheduled Bill Pay Payment; or (e) the suspension or closure of your SoFi Bank Account.

## **D. Cooperating with Payees.**

SoFi Bank or its SoFi Third-Party Partners may encourage Payees that do not participate in electronic bill payment services to accept electronic payments or, alternatively, to accept a check from SoFi Bank or its SoFi Third-Party Partners. However, SoFi Bank and its SoFi Third-Party Partners reserve the right, in its sole discretion, for administrative reasons or otherwise, to elect to not work with such Payees or any other class of Payees.

From time to time, SoFi Bank or its SoFi Third-Party Partners may receive instructions from a Payee directing us to send your payment to an address other than the one that you provided or

which was listed when you signed up for SoFi Bank Bill Pay in order to ensure the timely processing of your payment, or we may receive instructions from a Payee directing us to make your payment electronically, rather than by check, or direct that the electronic payment be made to the Payee's designated account at another financial institution. When such instructions are received from Payees, SoFi Bank's (and its SoFi Third-Party Partners') practice is generally to follow the Payee's instructions to ensure that your payment is timely received and credited to your account.

#### **E. Returned or Stale Bill Pay Payments.**

If a Bill Pay Payment is returned to us for any reason (e.g., the Payee's forwarding address expired, your account number with the Payee is not valid, the Payee is unable to locate your account, your account with the Payee is paid in full, etc.), SoFi Bank will notify you of the return and promptly credit the amount of the Bill Pay Payment to your SoFi Bank Account.

If a Payee fails to cash or negotiate a Bill Pay Payment sent by check within 180 days after the Delivery Date, we will notify you and place a stop payment on the stale check. We will credit the Bill Pay Payment Amount to your SoFi Bank Account when the stop payment on the stale check is placed. If a Bill Pay Payment check is returned to us by the Payee prior to the end of such 180-day period, we will credit the Bill Pay Payment Amount to your SoFi Bank Account.

### **IX. Wire Transfers**

You may send money via an outgoing domestic wire transfer using the FedWire Funds Service to an account at a bank located in the United States or a U.S. territory. Domestic wire transfers are only permitted in U.S. dollars. SoFi Bank does not permit wire transfers outside of the United States or U.S. territories or in foreign currencies. Please note that prior to releasing a wire transfer, we may call you back at the number on file to complete verification of the wire details.

Only wire money to people you know or recipients you have verified. Be aware of wire scams. Once a wire is sent, you may not be able to recover your money. You should not share your Account login information with others. Please note that if you give someone access to your SoFi Bank Account and they access or use your Account, you are responsible for any transactions made by them, as set forth in Section XXI herein.

#### **A. Submitting, Processing, Canceling, Modifying, and Notifications of Wire Transfers.**

##### **1. Submitting**

You may submit outgoing domestic wire transfer requests by logging into your account on the SoFi mobile app or on the SoFi website.

##### **2. Processing**

Most wire requests submitted before 3:30 PM ET on Business Days are processed the same day. There could be a delay if we need more information. Wires submitted after 3:30 PM ET on Business Days, or on weekends or bank holidays, will be processed the next Business Day. In

order to complete our processing, we must finish any internal reviews, and you must have available funds to cover both the wire transfer amount and the wire transaction fee in the Account you designated in your wire transfer instructions. Please note that prior to releasing a wire transfer, we may call you back at the number on file to require you to complete verification of the wire details. SoFi Bank reserves the right to decline wire transfer requests in its sole discretion based on internal reviews.

### **3. 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 the full amount that was originally sent. Some banks may charge a return fee. SoFi Bank is not liable for any such return fees.

### **4. Modifying**

Once a wire transfer has begun processing, we will not be able to change the wire transfer request unless the recipient's bank agrees. If the recipient's bank declines to change the wire transfer request, you will be responsible for the transfer you initially requested.

### **5. Internal Review**

All wire transfer requests are subject to an internal review and may not be approved. In addition, we may need to contact you to verify information about your wire transfer during that internal review. During our internal review, we may place a hold on the funds in your Account. Once we have released the wire transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes.

### **6. Notifications**

We will update your Account in the SoFi Mobile App and on the SoFi website regarding the status of your wire transfer. Any status information we provide reflects only the status of us processing your wire transfer and does not indicate the status of your wire transfer outside of our systems. For example, when we complete processing your wire transfer, that does not necessarily mean it has been credited to your recipient. If the email is returned undeliverable or if we are unable to send an email due to system failures or outages beyond our reasonable control, it is your responsibility to monitor your Account for the status of your wire transfer. These notification methods are deemed to be commercially reasonable.

## **B. Security Procedures.**

In order to use the wire transfer service, you must log into your Account through the SoFi Mobile App or SoFi website with your username and password. You may be asked to complete additional authentication steps, including but not limited to security questions, two-factor authentication, identity verification, and other methods of authentication. Prior to scheduling a transfer, you must establish a recipient and the financial institution that holds the recipient account. You acknowledge the security procedures for outgoing wire transfers are a

commercially reasonable method of verifying your wire transfer. You are responsible for any wire transfer issued in your name using these security procedures, whether or not you actually authorized the transfer. We may impose stricter security procedures for any particular wire transfer you make under this service, 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. Identifying Number.**

We or any other bank involved in the wire transfer will complete your wire transfer 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. If you provided us with 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 transfer.

**D. Fees and Payment Route.**

We may charge a transaction fee when you send an outgoing wire transfer based on the SoFi Bank Fee Sheet in effect when the wire is sent from your Account. Such fee will be assessed upon the successful processing of the wire transfer request and will be non-refundable. All fees associated with your Account, including any wire transfer fees, are set forth in the SoFi Bank Fee Sheet at [www.sofi.com/legal/banking-fees/](http://www.sofi.com/legal/banking-fees/). We recommend that SoFi account holders sending funds to another SoFi account consider using other available transfer methods to avoid incurring a fee. SoFi Bank reserves the right to modify the fees stated in the SoFi Bank Fee Sheet at any time upon providing notice, as required by regulation. Financial institutions may deduct processing fees and/or charges from the amount of the wire 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.

**E. Wire Transfer Rules and Laws.**

Wire transfers are 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.

**F. Failure to Perform.**

Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under UCC 4A. We will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any wire transfer or for failing to meet other obligations set forth in this Section IX because of circumstances or causes beyond our control, including governmental, legal or regulatory

restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots.

## **G. Contact Us in the Event of an Error.**

We will not be responsible for any delays in payment caused by your failure to promptly notify us in the event you discover an error. 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 you receive the first confirmation of the wire transfer (if applicable). You agree that we are entitled to retain payment for a wire transfer unless you notify us within this 30-day period.

## **X. Zelle®**

SoFi Checking account holders that meet certain eligibility criteria may send and receive money to other SoFi accounts and/or accounts at other financial institutions using Zelle®. In order to be eligible, your SoFi Checking and Savings account must be in good standing. SoFi will otherwise determine your eligibility for Zelle® based upon your account activity including, but not limited to, if you have previously received a direct deposit into your SoFi Checking and Savings account. SoFi Bank shall, in its sole discretion, determine your eligibility to enroll with Zelle®. If you are eligible, you can access Zelle® by logging into your account on the SoFi mobile app or on the SoFi website and selecting “Zelle®” on the Banking overview page. At the time of enrollment, you will be required to consent to the Zelle Network® Standard Terms, which shall govern your use of Zelle®. The Zelle Network® Standard Terms, which are incorporated herein by reference, can be found at [www.sofi.com/banking/zelle-terms/](http://www.sofi.com/banking/zelle-terms/). In the event of any conflict between the terms of this Agreement and the Zelle Network® Standard Terms, the Zelle Network® Standard Terms shall take precedence. By using the Zelle® service, you authorize SoFi Bank at the time of a transaction to initiate debit entries to your Account and/or initiate credit entries to your Account. You acknowledge that when you send a payment, you will have no ability to stop such payment. You may only cancel a payment if the person to whom you send the money has not yet enrolled in the Zelle® service. Further, you acknowledge that once a user initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the service, you have no ability to stop the transfer. Most transfers of money to you from other users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other network banks, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. SoFi Bank reserves the right to terminate your enrollment in the Zelle Network® at any time in its sole discretion.

## **XI. Instant Transfers**

### **A. Overview.**

SoFi Bank offers Instant Transfers, which allow eligible members to send funds from their SoFi Checking or Savings Account to an account at another financial institution, or to receive funds

into their SoFi Checking or Savings Account from an account at another financial institution, provided that the sending or receiving institution participates in the Federal Reserve's FedNow® Service. Instant Transfers are available 24 hours a day, 7 days a week, 365 days a year, including weekends and federal holidays, subject to the availability of the FedNow® Service and SoFi Bank's processing systems.

**B. Eligibility.**

To use Instant Transfer, your SoFi Checking and Savings Account must be in good standing and you must have sufficient Available Balance in your Account to cover the full transfer amount and any applicable fees at the time the transfer is submitted. The receiving institution must be a participant in the FedNow® Service. SoFi Bank does not guarantee that any particular financial institution participates in the FedNow® Service.

**C. Submitting Instant Transfers.**

You may initiate an Instant Transfers by logging into your Account through the SoFi Mobile App or SoFi website and selecting a linked external account eligible for Instant Transfers. Instant Transfers are only available to external bank accounts that are linked through Plaid and held in your name. You cannot send an Instant Transfer to a third-party account.

SoFi Bank will process Instant Transfers to the linked account you select. You are responsible for ensuring that your linked account information remains accurate and up to date.

**D. Processing and Timing.**

Instant Transfers are typically processed within seconds of submission, subject to the availability of the FedNow® Service and the receiving institution's processing. SoFi Bank reserves the right to delay, suspend, or decline any Instant Transfer in its sole discretion, including for fraud prevention, risk management, or compliance with applicable law or regulation. You will be notified of the status of your Instant Transfer through the SoFi Mobile App or SoFi website.

**E. Irrevocability.**

Instant Transfers are final and irrevocable once submitted and accepted for processing by the FedNow® Service. Unlike ACH transfers, Instant Transfers cannot be canceled or recalled after submission. SoFi Bank will not be able to recover or recall funds sent via Instant Transfer on your behalf.

**F. Fees.**

SoFi Bank may charge a transaction fee for each Instant Transfer you initiate from your SoFi Checking or Savings Account, as set forth in the SoFi Bank Fee Sheet at [www.sofi.com/legal/banking-fees/](http://www.sofi.com/legal/banking-fees/). Applicable fees will be disclosed to you before you authorize the Instant Transfer and will be deducted from your SoFi Checking or Savings Account. Fees are non-refundable once an Instant Transfer has been accepted for processing.

## **G. Transaction Limits.**

Instant Transfers are subject to limits established by SoFi Bank and the Federal Reserve, as outlined in the SoFi Bank Transaction Limits policy at <https://www.sofi.com/banking/limits/>. SoFi Bank reserves the right to modify these limits at any time, in its sole discretion, without prior notice.

## **H. Security Procedures.**

To initiate an Instant Transfer, you must log into your Account through the SoFi Mobile App or SoFi website using your credentials and complete any required authentication steps, which may include security questions, two-factor authentication, or identity verification. You acknowledge that these security procedures are a commercially reasonable method of verifying your Instant Transfer instructions. You are responsible for any Instant Transfer initiated in your name using these security procedures, whether or not you actually authorized the transfer.

## **I. Error Resolution.**

Instant Transfers are electronic fund transfers subject to the Electronic Fund Transfer Act and Regulation E. The error resolution procedures set forth in Section XXI of this Agreement apply to Instant Transfers. If you believe an Instant Transfer was made in error or was unauthorized, you must notify us as soon as possible. Due to the irrevocable nature of Instant Transfers, prompt notification is critical to minimizing potential losses. You may contact us at 1-855-456-7634 or via the SoFi Bank Contact Sheet at <https://www.sofi.com/contact-us/> to report a potential Instant Transfer error.

## **J. Limitation of Liability.**

SoFi Bank will not be responsible for delays, errors, or failures in connection with an Instant Transfer caused by events beyond our reasonable control, including acts or omissions of the receiving institution, outages or disruptions of the FedNow® Service, government actions, sanctions requirements, or changes in applicable law. Our liability, if any, will be limited to the amount of the Instant Transfer incorrectly processed due to our error, subject to the limitations set forth in Section XXVII of this Agreement.

# **XII. Global Remittance Transfers**

## **A. General Terms**

You may use your Account to initiate remittance transfers to recipients located outside of the United States. Remittance transfers are provided through one or more third-party service providers engaged by SoFi. In order to send or receive a remittance transfer, both the sender and the recipient must have a Universal Money Address (“UMA”), which will serve as your payment handle. You will be prompted, as part of the enrollment and transfer flow, to establish an UMA, which will be generated by SoFi on your behalf. Each recipient must also maintain an UMA. If a recipient does not already have one, you may initiate an invitation through your Account prompting the recipient to establish an UMA.

Prior to your authorization of a remittance transfer, we will provide you with all disclosures required under federal law, including the applicable exchange rate, fees, and the total amount to be received by the recipient. After authorization, we will send you a transaction receipt to the email address associated with your Account.

## **B. Fees**

We will assess a fee for each remittance transfer, as set forth on the SoFi Bank Fee Sheet <http://sofi.com/legal/banking-fees>, which is incorporated by reference into this Agreement. In addition, certain third-party networks or service providers may assess additional fees in connection with the processing or receipt of a remittance transfer. All such fees will be reflected in the pre-payment disclosures provided to you prior to your authorization of a remittance transfer.

## **C. Cancellation and Error Resolution**

Remittance transfers are executed on an instantaneous basis and cannot be canceled once authorized. If you believe there has been an error with respect to a remittance transfer, you must notify us as soon as possible, but no later than 180 days after the date we informed you the funds would be made available to the recipient.

You may report an error by contacting us at 1-855-456-7634. When reporting an error, you must provide:

1. Your name and Account number;
2. A description of the error or the reason you believe an error occurred;
3. The name of the recipient (if known);
4. The recipient's UMA;
5. The dollar amount of the suspected error; and
6. Any additional information that may assist us in our investigation.

We will determine whether an error occurred within 90 days after you contact us. We will inform you of the results of our investigation within three (3) Business Days after completing our review. If we determine that an error occurred, you will have the right to choose either (i) a refund of the amount of funds provided, including any fees and taxes paid, or (ii) to have the transfer re-executed so that the designated recipient receives the funds at no additional cost to you. We will carry out your election within one (1) Business Day of your choice, or as soon as reasonably practicable. If we determine that no error occurred, we will send you a written explanation. You may request copies of the documents we relied upon in making our determination.

Any claim of an unauthorized remittance transfer will be handled as an Unauthorized Transaction in accordance with the procedures set forth in Section XXI of this Agreement.

## **D. Limits and Restrictions**

We may establish limits on the dollar amount, frequency, and destination countries for remittance transfers. These limits can be found on the "SoFi Bank Transaction Limits" page at <https://www.sofi.com/banking/limits/>. Applicable limits may change from time to time without

prior notice. We may restrict or refuse to process transfers at our discretion, including for risk management, compliance, or legal reasons.

**E. Availability of Funds to Recipient**

The estimated date on which funds will be made available to the recipient will be disclosed to you prior to your authorization of the transfer. Actual availability may be affected by the recipient's financial institution, intermediary institutions, or local clearing systems outside of our control.

**F. Security Procedures**

In order to send a global remittance transfer, you must log into your Account through the SoFi Mobile App with your username and password. You may be asked to complete additional authentication steps, including but not limited to security questions, two-factor authentication, identity verification, and other methods of authentication. You acknowledge that the security procedures for outgoing remittance transfers are a commercially reasonable method of verifying your remittance transfer. You are responsible for any remittance transfer issued in your name using these security procedures, whether or not you actually authorized the transfer. We may impose stricter security procedures for any particular remittance transfer you make under this service, 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.

**G. Liability**

We will not be responsible for delays, errors, or failures in transmission caused by events beyond our reasonable control, including the acts or omissions of intermediary or recipient institutions, system outages, government actions, sanctions requirements, or changes in law. Our liability, if any, will be limited to the amount of the remittance transfer. We will not be responsible for delays, errors, or failures in transmission caused by events beyond our reasonable control, including the acts or omissions of intermediary or recipient institutions.

**XIII. SoFi Smart Card**

The SoFi Smart Card is a charge card issued by SoFi Bank that is secured by your SoFi Checking and Savings accounts. The Smart Card is exclusively available to eligible individual SoFi Checking and Savings accountholders and is subject to application and approval. To qualify for the Smart Card, you must meet SoFi's eligibility requirements, including verification of sufficient income to support your ability to pay for Smart Card balances. We will not extend you credit if you do not meet our pre-established criteria. Your eligibility for a SoFi Smart Card, or a subsequently offered product or service, is subject to the final determination by SoFi Bank.

## **XIV. SoFi Bank Vault Program Terms and Conditions**

In the event you choose to participate in the SoFi Bank Vault Program and create one or more Vaults, the following terms and conditions apply to your Vaults:

By enrolling in the SoFi Bank Vault Program you have the option to allocate cash to Vaults designated by you to help you save towards a particular goal, such as a down-payment or a vacation. SoFi Bank reserves the right to limit the number of vaults that can be created.

The Vaults established by you are not separate “accounts,” but rather they represent internal allocations of the cash which is already in your SoFi Savings Account.

Within your SoFi Savings Account, you may at any time transfer amounts between Vaults or back to your SoFi Savings Account. However, since Vaults are not separate “accounts,” you may not transact directly with a Vault account. Funds must first be transferred to your SoFi Checking Account or Savings Account before they can be accessed.

The deposits to your SoFi Savings Account, whether or not allocated to a Vault, will be eligible to earn interest if the criteria for earning interest, if any, as set forth in the SoFi Bank Rate Sheet have been satisfied. From time to time, SoFi Bank may change the interest rate(s) paid on deposits and may establish or change the criteria required to be met to receive available interest rates. In some cases, the rate of interest earned on your SoFi Savings Account may change based on your Account activity or other criteria established by SoFi Bank. At any given time, the then applicable criteria, if any, required to earn interest on deposits will be set forth in the SoFi Bank Rate Sheet.

Your Monthly Statements will describe the aggregate amount in your SoFi Savings Account, which includes the amount in your vaults, and separately, the amount you have in your Savings Account and how much is allocated to each Vault. Monthly Statements will also indicate the total interest earned on your SoFi Savings Account during the preceding month, and it will separately indicate the amount of such interest which is attributable to the funds in each Vault. The percentage of total interest allocated to each Vault will equal the quotient of the amount on deposit in such Vault divided by the aggregate amount on deposit in your SoFi Savings Account, then multiplied by 100. For the avoidance of doubt, in no event will the sum of the amounts allocated to each of your Vaults exceed the aggregate balance in your SoFi Savings Account for the same period, likewise, in no event will the sum of the interest allocated to each of your Vaults exceed the aggregate interest earned on your SoFi Savings Account for the same period. For example, if 10% of your total SoFi Savings Account balance is in a Vault, the interest reflected on your statement for that Vault would represent 10% of the total interest earned that month in the SoFi Savings Account.

If you have both a SoFi Checking and Savings Account, you have turned on Overdraft Protection, and there are insufficient funds in your SoFi Checking Account to cover a pending transaction, cash will be removed from your SoFi Savings Account to the extent required to cover the Overdraft. Please note that funds will not be transferred from your Vaults to cover Overdrafts. In the event there are insufficient funds in your SoFi Savings Account to fully

cover a shortfall (without regard to funds credited to your Vaults), the transaction will be declined and/or the item will be returned unpaid.

If your SoFi Checking and Savings Account has a negative balance, funds will be removed from Vaults, to the extent available, to cover such negative balance. We will start by withdrawing funds from the Vault with the largest balance, and once the amount in that Vault has been depleted, we will then withdraw funds from the Vault with the next largest balance, and so forth until funds sufficient to cover the balance have been collected. In the event there are insufficient funds in your Vaults to fully cover a shortfall, your SoFi Checking and Savings Accounts will be subject to negative account balance terms. SoFi Bank reserves the right to withdraw funds from your Vault(s) and/or close your Vault(s) if we receive a garnishment, levy, or similar legal process requiring the payment of funds from such Vault(s).

## **XV. World Debit Mastercard Benefits (Checking Accounts Only).**

SoFi Checking Account Customers are eligible for additional benefits offered by Mastercard through the World Debit Mastercard program. These benefits can be found in the Mastercard Guide to Benefits at: [SoFiMoney\\_WorldDebitMCBenefits.pdf](#).

## **XVI. SoFi Bank Round Up, Autosave, and AutoPilot Programs.**

### **A. SoFi Bank Round Up Program.**

The SoFi Bank Round Up Program is a way to help you save automatically each time you spend using your SoFi Debit Card. Upon enrollment in the SoFi Mobile App or on the SoFi website, SoFi Bank will round up your SoFi Bank World Debit Mastercard purchases to the nearest dollar and transfer the difference from your SoFi Checking Account to a Vault that you specify. We reserve the right to cancel or modify the Round Up Program at any time without prior notice.

### **B. AutoSave and AutoPilot Programs.**

AutoSave allows you to save a part of your paycheck toward your financial goals. Set the dollar amount you want to save, and we will automatically transfer it from your direct deposit to one or more of your Vaults. You may set up an AutoSave dollar amount in your SoFi Checking or Savings Account through AutoPilot in the SoFi Mobile App or on the SoFi website. By setting up an AutoSave amount, you agree that the set amount that you have defined will be deducted from every direct deposit that you receive and will be automatically moved to one or more of the Vaults of your choosing. If no Vault exists, you will need to create a Vault to set up AutoSave. If the AutoSave dollar amount that you set is larger than your direct deposit, then the full amount of your direct deposit transaction will be automatically transferred to the designated Vaults. Additional funds will not be moved from your spending balance to the designated Vaults to cover the difference.

Separately, you may also elect to allocate a percentage of your direct deposit towards your automated SoFi Invest account. You may establish such percentage allocation in your SoFi

Checking or Savings Account by (i) setting up a recurring deposit transfer through AutoPilot, or (ii) directing your employer or payroll provider to split your direct deposit between your SoFi Checking or Savings Account and automated SoFi Invest account. Each percentage allocation you establish will apply automatically to every direct deposit you receive until you modify or cancel such allocation.

AutoPilot refers to any automated, recurring transfer that you have defined to be made on your behalf to one or more of your accounts based on a set frequency. You may set up the following automated, recurring transfers from your SoFi Checking or Savings Account through AutoPilot in the SoFi Mobile App or on the SoFi website: (i) AutoSave to add funds to a Vault of your choice every time you receive your direct deposit; (ii) recurring transfers to one or more of your Accounts of your choice based on your defined frequency; (iii) managing Round Ups to add funds to a Vault of your choice every time you use your SoFi Debit Card; and (iv) recurring transfers to your SoFi Automated Invest Account every time you receive your direct deposit. By setting up AutoPilot, you agree that the set amount or percentage that you have defined will be automatically transferred to one or more of the accounts of your choosing based on the set frequency.

## **XVII. Earning Interest on Your Account**

### **A. Interest Rate Eligibility.**

To earn interest on deposits in your SoFi Bank Account, your Account must be funded and meet any additional eligibility criteria established by SoFi Bank from time to time as set forth on the SoFi Bank Rate Sheet. SoFi Bank may offer Accounts that do not earn interest. Accounts that earn interest are described in the SoFi Bank Rate Sheet. For each Account, the interest rates, APYs and other required disclosures under the Truth in Savings Act and its implementing Regulation DD are found in the SoFi Bank Rate Sheet. See the SoFi Bank Rate Sheet at: <http://www.sofi.com/legal/banking-rate-sheet>.

## **XVIII. Fees**

There are no fees to open or close any SoFi Account and there are no monthly maintenance or account fees. SoFi Bank may charge a transaction fee for certain transactions. All fees associated with the Accounts are set forth in the SoFi Bank Fee Sheet at [www.sofi.com/legal/banking-fees/](http://www.sofi.com/legal/banking-fees/). SoFi Bank reserves the right to modify the fees stated in the SoFi Bank Fee Sheet at any time upon providing notice, as required by regulation. Our account fee policy is subject to change at any time.

You acknowledge that you have reviewed the SoFi Bank Fee Sheet and agree that the fees described therein, including any third-party or direct compensation we may receive with respect to any Account features, constitute reasonable compensation in light of the totality of services we are providing with respect to the Account.

## **XIX. FDIC Coverage**

Savings and Checking Account balances at SoFi Bank are insured by the FDIC for up to standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership capacity). Additional information on the FDIC's coverage amounts can be found at <https://edie.fdic.gov/>.

SoFi Bank account holders can access additional FDIC Insurance by enrolling in the SoFi Insured Deposit Program. See full terms at [www.sofi.com/banking/fdic/sidpterm/](http://www.sofi.com/banking/fdic/sidpterm/).

## **XX. Tax Reporting**

Please note that U.S. Treasury regulations require us to determine the tax residency of all customers and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining the appropriate tax certification from all members. For U.S. taxpayers, the Form W-9 is how we document U.S. tax residency and obtain a Taxpayer Identification Number (“TIN”) from the primary owner of each account that earns reportable income. For Non-U.S. persons, the Form W-8BEN is how we document tax residency, obtain a Taxpayer Identification Number (“TIN”) and obtain other required information. In certain instances, as required by U.S. Treasury regulations, we also impose tax withholding on payment of income.

## **XXI. Account Inquiries and Disputes; Error Resolution for Electronic Fund Transfers.**

### **A. Responsibility to Review Account Statements and Safeguard your Account.**

It is your responsibility to review all Account Statements promptly upon receipt. You should contact SoFi Bank immediately at 1-855-456-7634, or via SoFi chat if you have any questions or concerns about the activity reflected on your Account Statement. We strongly encourage you to log into your Account regularly to review your transaction activity and immediately alert us about any transactions you don't recognize. Such review should include any checks that have posted against your Account during the statement period.

It is also your responsibility to take reasonable steps to protect the security of your SoFi Bank Account. You should store your SoFi Debit Card and your SoFi Checking Account checkbook securely, and you should not share your Account login information with others. Please note that if you give someone access to your SoFi Bank Account (for example, by giving them your SoFi Debit Card or login information) and they access or use your Account, you are responsible for any transactions made by them.

### **B. Unauthorized Electronic Fund Transfers**

This section provides information on electronic fund transfers governed by the Electronic Fund Transfer Act, such as purchases you make with your SoFi Debit Card, ATM transactions, and most electronic debits and credits to your Account, including P2P payments. Electronic fund

transfers do not include check, cash, or wire transfer transactions, which are addressed elsewhere in this Agreement.

Notify us IMMEDIATELY at 1-855-456-7634 or in writing at SoFi Bank, N.A., 2750 East Cottonwood Parkway #300, Cottonwood Heights, Utah 84121 if you believe that your SoFi Debit Card, the card number printed on it, or your Account credentials (such as your login information, PIN or code) have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from one of your checks.

If you (a) have questions about your statement, (b) think your statement or a transaction receipt is wrong, (c) need more information about a transaction, or (d) think an electronic transaction (e.g., ATM transaction, direct deposit, withdrawal, or point of sale transaction) is incorrect or unauthorized, please contact us at the number or address above as soon as possible.

If you notify us within two (2) Business Days after you learn of the loss or theft of your SoFi Bank Debit Card, you can lose no more than \$50.00 if someone used your Debit Card without your permission. If you do not notify us within two (2) Business Days after you learn of the loss or theft of your SoFi Bank Debit Card, 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.

Under Mastercard Rules, you will not be held responsible for transactions made using your SoFi Bank Debit Card that you did not authorize if you have used reasonable care in protecting your SoFi Bank Debit Card from loss or theft and you have promptly reported to us when you knew that your SoFi Bank Debit Card was lost or stolen. This Zero Liability does not apply to Mastercard payment cards that are used for commercial purposes which is prohibited.

Additionally, if you believe that there is a transaction that you did not make or that an administrative, computational or other error was made in recording or accounting for a transaction or other account activity reflected on your Account Statement, you must notify us of your concern no later than 60 days after we sent the FIRST statement on which the problem or error first appeared. We are not liable to you for any damages resulting from an error you fail to timely report and you agree to not make a claim against us for such damages.

If you do not tell us within sixty (60) days after the Account Statement was made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### **C. Other Unauthorized or Erroneous Funds Transactions.**

You are in the best position to identify unauthorized, erroneous, or otherwise incorrect transactions in your Account, such as forged or altered checks or incorrectly posted transactions. You agree that you will exercise ordinary care to determine whether a transaction in your Account was either not authorized or inaccurate. You will review your Account Statements carefully and must notify us of any suspected errors or unauthorized transactions within a reasonable time after we have sent or made available to you your Account Statement. For errors related to cash deposits, we will request a copy of the receipt from the merchant where the cash

deposit was made. If a receipt is unavailable, we will request the name and location of the merchant and the date and time of the deposit. If a transaction is an electronic fund transfer covered by the Electronic Fund Transfers Act, the error provisions of this Agreement for such electronic fund transfers shall govern.

#### **D. Erroneous Payment Orders.**

We have no obligation to detect errors you make in payment orders (e.g., an instruction to pay a beneficiary not intended by you or to pay an amount greater than the amount intended by you, or a transmission of a duplicate payment order previously sent by you). If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order. We will rely on the beneficiary account number and beneficiary bank identification number (e.g., IBAN, RTN, or SWIFT BIC) you provide with an instruction or order. If the funds transfer instruction gives both a bank number or account number and a name, and the name identifies a different person from the bank or account owner identified by number, we and other banks that handle the funds transfer may still rely exclusively on the number. You could lose the funds if you provide incomplete or inaccurate information.

#### **E. How to Report Possible Account Errors or Unauthorized Transactions.**

You may contact SoFi Bank at any time by phone, SoFi chat, or mobile application to inquire about or report a possible Unauthorized Transaction, account error, or suspicious activity, or to request documents regarding your Account. SoFi Bank Contact information can be found at <https://www.sofi.com/contact-us/>.

Written information requests and reports relating to Account Errors, Unauthorized Transactions, account breaches or suspicious activity should include the following information:

- Your full name and Account number (if any);
- A clear description of the Account Error, Unauthorized Transaction or suspicious activity;
- A description of any information or documents needed and an explanation for the request; and
- If applicable, the dollar amount of any suspected error.

If you notify us orally, we may require that you send us written confirmation of details of the incident within ten (10) Business Days.

#### **F. Investigation and Resolution of Errors.**

##### **1. Electronic Funds Transfers**

We will determine whether an Unauthorized Transaction or other account error occurred within ten (10) Business Days after we hear from you and will correct any Unauthorized Transaction or other account error within one (1) business day after determination of error. If we need more time, however, we may take up to forty-five (45) days to investigate your dispute. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation, and provide notice to you within two (2) business days after

the provisional crediting of the amount and date of the provisional crediting. If we ask you to put your dispute in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account.

Upon request, you agree to report any potential fraudulent event promptly to legal authorities and provide us a copy of any report prepared by such legal authorities. You agree to cooperate fully with the legal authorities and SoFi Bank in any investigation of any potential fraudulent event and you will complete any required affidavits promptly, accurately and thoroughly. We will not delay our initiation or completion of an investigation of any Unauthorized Transaction or other account error if you do not provide a copy of any such report. You understand that if you fail to cooperate with SoFi Bank, such failure may delay our investigation and, in some cases, delay your ability to regain access to the funds in your Account. You agree to indemnify and hold SoFi Bank and its affiliates harmless from and against any losses arising out of or relating to any unauthorized use.

For errors involving new Accounts (i.e., accounts opened less than 30 days old), point-of-sale transactions using your SoFi Bank Debit Card, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) Business Days to provisionally credit your Account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation, including notice that a provisional credit has been made final, if applicable. If we determine that there was no Unauthorized Transaction or other account error or if a different error occurred, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation, which we will provide to you promptly. If you received a provisional credit, after giving you five (5) Business Days' notice of the date and amount to be removed, we will remove the provisional credit from your Account.

Upon fully complying with the error resolution requirements stated herein, we will have no further responsibilities under this section should you later reassert the same error or unauthorized transaction. Unless you provide new and/or additional documentation and information concerning the error, we may not elect to re-open our investigation.

In addition to the terms hereof and in your SoFi Debit Card Agreement, please note that disputes related to ATM transactions may also be subject to the rules or customs of the related financial institution or merchant, and/or any related clearinghouse, ATM system, ATM owner or operator, or other third-party entity or association over which neither SoFi Bank nor the SoFi Third-Party Partner issuing your SoFi Bank Debit Card has control over.

## **G. P2P Disputes.**

You acknowledge and agree that if your Payment Instructions identify a P2P Payee's account by the name and account number of the Payee, the relevant financial institution, including SoFi Bank, may execute such Payment Instructions by reference to the account number only, even if such account number does not correspond to the Payee name listed in your Payment Instructions. You further acknowledge and agree that in the event of a disputed P2P payment,

the Payee's financial institution, including SoFi Bank, may choose to not investigate discrepancies between account names and account numbers and that SoFi Bank has no ability or responsibility to investigate discrepancies between Payee's account names and account numbers.

You agree that we will not be liable in any way for any P2P payments that you may receive, regardless of whether you authorized the Payee to send them to you.

## **H. Preauthorized Payments.**

### **1. Right to Stop Payment and Procedure for doing so.**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments as follows:

- You may contact the merchant to request the recurring payment be canceled.
- You may call us to request the recurring payment be canceled at 1-855-456-7634 or chat via the SoFi app in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. Such a stop payment request will cancel a single recurring payment.
- If you call, we may also require you to put your request in writing, which we must receive within 14 days after you call. We reserve the right to charge a fee for each stop-payment order you give.
- A debit card stop payment request will stop any future payments from that merchant.
- If you want to permanently stop multiple recurring payments to a specific merchant, then we may require you to submit your request in writing, which we must receive within fourteen (14) days after you tell us you want to stop such payments.

### **2. Notice of Varying Amounts.**

If the amount of a recurring payment vary, the payee will provide you with written notice at least 10 days before the scheduled payment, specifying the payment date and amount. You may instead elect to receive notice only when the payment differs from the prior payment by more than a specified, or when the amount would fall outside certain limits that you set.

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

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

### **4. Our Liability**

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.

- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the SoFi Bank Platform was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the merchant requests authorization for an amount greater than the purchase amount.
- There may be other exceptions stated elsewhere in our agreement(s) with you.

**5. Terminal transfers.**

You can get a receipt at the time you make any transfer to or from your account using an ATM.

**6. Preauthorized credits.**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-855-456-7634 to find out whether or not the deposit has been made. You can also log into your SoFi Account in the mobile app or website and view your account details.

**XXII. Communications Regarding Your Account.**

**A. Your Consent to Receive Electronic Disclosures.**

By consenting to this Agreement, you consent to electronic delivery by SoFi Bank of (i) all Disclosures required or permitted by law or regulation to be delivered to you by SoFi Bank relating to your Account; (ii) notices regarding the resolution of any Unauthorized Transaction, Account Error or other disputed matter hereunder; and (iii) any other information we may elect to deliver to you from time to time in accordance with this Agreement.

By agreeing to the terms of this Agreement, you also consent to electronic delivery of Disclosures, notices or other information by any of the following means:

- By posting such information to your Account on the SoFi website or SoFi app.
- By text message or SMS at the mobile phone number associated with the Account (which may include a link to the information on the SoFi website) unless you have told us not to contact you via this method;
- By electronic or email transmission to the email address associated with the Account; and

- By electronic or email transmission with a hyperlink to the SoFi website or other website where the information is posted.

Please note that in accordance with Section III.D, you are responsible for promptly updating your Account information to reflect any changes to your current email and physical street addresses, phone numbers and other important contact information.

The delivery of information by any of the means described above shall be conclusive if not objected to in writing by you within thirty (30) days after transmission.

## **B. Your Right to Revoke Consent.**

By consenting to the terms of this Agreement, you acknowledge that your Account is entirely internet based and is not designed to include the option to request paper delivery of Account Agreements, Disclosures, Account Statements, or other documents, all of which will all be delivered electronically. If you do not wish to receive electronic delivery of your documents, SoFi Bank will not open your Account, and, if you determine after your Account has been opened that you do not wish to receive electronic document delivery, please note that SoFi Bank will close your Account and, subject to the Account closing procedures in Section XXV will return the remaining balance to you. Your consent to receive electronic Disclosures will remain in effect until revoked. You may at any time revoke your consent to receive electronic deliveries by sending written notice to SoFi Bank at 2750 East Cottonwood Parkway #300, Cottonwood Heights, Utah 84121.

## **C. TCPA Consent.**

Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from Social Finance, Inc. or its agents, representatives, or affiliates or anyone calling on their behalf, you expressly consent to be contacted by SoFi Bank, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your Account, at any telephone number, or physical or email or electronic address you provide or at which you may be reached. Telephone numbers you provide include those you give to us, those from which you or others contact us with regard to your Account, or which we obtain through other means. You agree we may contact you in any way, including SMS messages (including text messages) calls using pre-recorded messages or artificial voice, and calls and messages delivered using automatic telephone dialing systems (auto-dialer) or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he/ she may also leave a message on your answering machine, voice mail, or send one via text. You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed), e-mails or other communications from SoFi Bank, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your Account, with information or questions about your Account.

You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the

telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number.

SOFI BANK, OUR AGENTS, REPRESENTATIVES, AFFILIATES AND ANYONE CALLING ON OUR BEHALF MAY USE SUCH MEANS OF COMMUNICATION DESCRIBED IN THIS SECTION EVEN IF YOU WILL INCUR COSTS TO RECEIVE SUCH PHONE MESSAGES, TEXT MESSAGES, E-MAILS OR OTHER COMMUNICATIONS.

**D. Call Recording and User Experience Monitoring.**

You agree that SoFi and our agents, representatives, affiliates or anyone calling or contacting you on our behalf may contact you on a recorded line or recorded messaging service, including via an automated chatbot. Your communications with SoFi may be monitored, recorded or reviewed by us and shared with our third-party providers for quality assurance and customer service purposes. Your use of the SoFi Site (website or mobile app) constitutes your consent to such monitoring, recording and review. We may also use third party tools or technology to monitor user experience on our Site. These tools automatically record information you provide to use on our Site and information about how you interact with our Site, including pages or links you click, videos you watch, mouse clicks and movements and page scrolling. We use this information for analytics and to improve Site usability as well as enhance the effectiveness of our Site, offers, advertising, communications and customer service. Please see our Privacy Policy, <https://www.sofi.com/online-privacy-policy/> for more information.

**E. Printing Disclosures.**

We recommend that you print for your records, a copy of this Agreement and any Disclosures or Documents delivered to you electronically.

**F. Business Continuity Plan.**

If an event occurs which interrupts our ability to provide you with continuous access to your Account and related services, SoFi Bank has developed a business continuity plan designed to reduce the customer impact caused by a disruption in service or Account access. In order to help you better understand the contingency plan and our commitment to help you maintain continuous Account access, please see the SoFi Business Continuity Plan, which is at [www.sofi.com/legal](http://www.sofi.com/legal).

**G. Account Statements and Interest Statements.**

**1. Account Statements and Notices**

Each month, SoFi Bank will electronically post to your Account an Account Statement, which will reflect all activity in your SoFi Bank Account for the related statement period. You may view your Account Statement by logging into your Account online or on the SoFi Mobile App. If you have multiple Accounts, SoFi Bank will post a separate Account Statement for each

Account. SoFi Bank will also send a single email to the email address associated with your Account, notifying you of the availability of your Account Statement(s).

You agree to accept electronic, rather than paper Account Statements. This means (i) you must keep us supplied with your valid email address, and (ii) you must agree to accept electronic delivery of all account communications (like end-of-year tax forms and monthly statements).

You agree that sending the Account Statement to one owner of an Account qualifies as sending it to all owners.

Please review your Account Statement carefully for any suspected errors or inaccuracies and report them promptly to SoFi.

For purposes of this Agreement, we are deemed to have made the Account Statement available to you on the day we notify you that it is available, even if your current email address is invalid.

## **2. Combined Statements**

For SoFi Checking and Savings Accounts, with joint ownership, SoFi reserves the right to send separate Account Statements for each Account to each account holder at any time and for any reason. Note that each owner of each Account can request a copy of the Account Statement and will be able to view all Account activity for the corresponding Accounts through [www.sofi.com](http://www.sofi.com) or the SoFi Mobile App.

## **3. Tax Reporting Statements.**

SoFi Bank is required by law to annually report to you and to the Internal Revenue Service on Form 1099 or Form 1042-S, as applicable, any taxable interest, dividends, miscellaneous income, and capital gains credited to your Account, as well as any taxes withheld. This form is only issued to the primary account holder and is made available electronically in the “Document Center” of mobile app or website. The year-to-date interest earned figures shown on your monthly Account Statements reflect these amounts classified to the best of our current knowledge. Where SoFi Bank is advised prior to the end of the calendar year that certain interest payments or other items initially characterized as interest payments should be reclassified, the corrected items will be reflected on a subsequent monthly Account Statement.

## **XXIII. Intellectual Property and Privacy.**

### **A. SoFi Websites and Intellectual Property.**

All content on or available on or through the SoFi Bank Platform, is the proprietary property of Social Finance Inc., its affiliates and its/their licensees. “SoFi Bank” is the marketing name for SoFi Bank Accounts and all products and services offered by SoFi Bank.

You may only use the SoFi Bank Platform, and the associated content, for legitimate purposes in connection with your Account. You may not copy, imitate, modify, distribute, frame, reproduce, republish, create derivative works from, download, display, perform, post, transmit,

transfer, license, sell or otherwise use such content without the prior written consent of SoFi or SoFi Bank.

**B. Exclusion of Warranties.**

THE SOFI BANK PLATFORM AND THE RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF THE SOFI BANK PLATFORM, AND OPERATION OF THE SOFI BANK PLATFORM MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. IN NO EVENT WILL WE OR ANY THIRD-PARTY BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN OR YOUR USE OF THE SOFI BANK PLATFORM. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

**C. Privacy and Monitoring of Account.**

We take security of your sensitive information seriously. We maintain industry standard administrative, technical and physical safeguards to protect your information.

In order to help you better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information, please review the SoFi Privacy Policy at <https://www.sofi.com/online-privacy-policy/>.

You acknowledge and agree that we may monitor and record your use of our websites and mobile applications and any communications between you and SoFi Bank, whether via the internet, telephone, mail, or any wireless network, and that we may use any information collected for internal purposes or, as may be permitted or required by applicable law. Any such monitoring and recording will be conducted in a manner which is consistent with the SoFi Privacy Policy.

**D. Disclosure of Information.**

**1. Consent to Disclosure of Non-Public Personal Information in Connection with Bill Pay Payments.**

In working with merchants and vendors to accept or facilitate Bill Pay Payment requests, SoFi Bank may be asked to share non-public personal information about you to confirm that you have an account with the merchant or vendor, to satisfy fraud or compliance procedures or as may otherwise be required to complete the transaction setup.

By your acceptance of the terms of this Agreement, you are consenting to the sharing by SoFi Bank of non-public personal information in connection with Bill Pay Payments, as described above. All other disclosures of your non-public personal information shall be made in

accordance with the terms of the [SoFi U.S. Consumer Privacy Notice](#). Your consent to sharing non-public personal information will remain in effect until you revoke such consent by updating your settings and visibility.

## **2. Determination of Rates Across Accounts.**

We determine rates and other items applicable to your account(s) based on all SoFi Checking and Savings accounts associated with you, including joint and individual accounts. These determinations are made on an ongoing basis, and the rates applicable to your accounts may change if accounts are opened or closed.

## **3. Other Permitted Disclosures.**

You understand and agree that we may disclose information about your Account and your Account activities to certain third parties under the following circumstances:

- As necessary to complete your P2P Transfers, Bill Pay Payments, ATM transactions, Mobile Wallet transactions or other Account transactions.
- As necessary to permit SoFi and its Third-Party Partners to meet regulatory requirements including, without limitation, CIP, KYC and other obligations;
- To investigate any complaint, disputed transaction, transaction inquiry or request you make or as necessary to investigate potential fraud or misuse related to your Account;
- To respond to third-party requests from credit bureaus, creditors or other third parties for account-related information, to the extent such inquiries are necessary for processing your transactions or are usual and customary in the course of servicing similar accounts;
- As necessary to comply with any law, government or court order, or subpoena; or
- In accordance with your written permission or as otherwise permitted under the SoFi Privacy Policy.

## **E. Referral Policy.**

From time to time, and consistent with the SoFi Privacy Policy, SoFi Bank may provide your contact information to other SoFi affiliates in connection with the marketing of certain products or services. In the event SoFi Bank provides your information to its affiliates, you may receive solicitation materials from such affiliates and SoFi Bank (or its employees or representatives) may receive financial or other benefits for such referrals. You may at any time exercise your right to opt out of receiving such marketing materials by following the procedure described in the SoFi Privacy Policy at [www.sofi.com/b/policy/privacy](http://www.sofi.com/b/policy/privacy).

## **XXIV. Account Fees and Rights of Set-Off.**

### **A. Payment of Fees and Other Indebtedness.**

You agree to pay to SoFi Bank any service fees, processing, and other fees applicable to transactions and services related to your Account and described in the SoFi Bank Fee Sheet.

SoFi Bank reserves the right to debit your Account to cover amounts payable from your Account, including ATM withdrawals, P2P Transfers, Bill Pay Payments, checks presented, or fees due. If you've selected the Overdraft Protection Option, to the extent there are not sufficient funds to cover the amount of such a debit, the shortfall will be covered in accordance with the terms of the Overdraft Protection Option, as applicable.

### **B. Set-Off Rights and Security Interest.**

You agree that, unless prohibited by applicable law, SoFi Bank may take any funds in any of your Account(s) held by SoFi or any of its affiliates to pay any debt you owe us or liability. This is called the right of set-off and applies to all funds of yours in our possession now or in the future. We may use this right of set-off without giving you any notice (unless notice is required by applicable law) and without going through any legal processes or court proceedings. If this is a joint Account, the right of set-off applies to deposits of each joint account holder to pay the debts owed to us by any or all account holders. SoFi Bank may withdraw money from an Account owned by only one person and apply it to reduce the joint debt of that person and another person. This right of set-off does not apply to your Account if: (a) it is an IRA or a tax-deferred retirement Account, Health Savings Account, or Coverdell Education Savings Account; or (b) the debt is created by a consumer credit transaction under a credit card plan; or (c) the debtor's right of withdrawal arises only in a representative capacity. We also have a right to place a hold on funds in your Account(s) if we have a claim against you or pending exercise of our right of set-off. If we place a hold on your Account, you may not withdraw funds from the Account and we can refuse to pay checks or other items drawn on the Account. In addition to any right of set-off, you hereby grant to SoFi Bank a security interest in your deposit Accounts to secure all loans or other extensions of credit, now or in the future.

If SoFi Bank or any of its affiliates incur any obligations or indebtedness in connection with any transaction executed for your Account, as a result of the insolvency, bankruptcy or otherwise, of any counterparty to any transaction, such obligations and indebtedness shall be deemed to be incurred by you to SoFi Bank and any applicable affiliate and to have continued in existence and shall continue to be effective or be reinstated against you. We and our affiliates shall be entitled to all remedies under New York law (including set-off) with respect to such obligations and indebtedness. The provisions of this Section XXI shall remain in full force and effect regardless of any termination of this Agreement.

## **XXV. Closing or Restricting Your Account; Dormant Accounts.**

SoFi Bank reserves the right to freeze, restrict, limit or close your Account at any time and for any reason. Potential reasons for Account restriction or closure include, without limitation, if: (i) you fail to fund your Account in the manner described herein promptly after the date of

opening, (ii) you fail to provide requested identification materials at the time you open your Account or prior to certain activities; (iii) we determine in our sole discretion that your Account activity is inconsistent with applicable law or the terms of this Agreement, including any SoFi Bank policies and procedures; or (iv) SoFi Bank believes that your Account is subject to, or being used to facilitate, suspicious, irregular, unauthorized, fraudulent or illegal activity.

#### **A. Member Initiated Account Closure**

You may close your Account at any time on the SoFi mobile application or website or by calling SoFi Bank Customer Service at the phone number listed on the SoFi Bank Contact Sheet, <https://www.sofi.com/contact-us/>. Before closing your Account, you agree that SoFi Bank may debit the Account for any unpaid fees or other amounts due in connection with your Account. You are responsible for satisfying all amounts due on your Account, including any negative balance outstanding after all pending transactions have been posted, or any other unpaid deficiency in your Account, as well as any costs incurred by SoFi Bank, including legal fees, arbitration costs or collection costs, in collecting any amounts owed by you. In the event there are insufficient funds in your Account to pay these amounts in full, you agree to reimburse SoFi Bank for such amounts upon demand.

Please note that you may not immediately close your Account under certain circumstances. For example:

- If your Account has a negative balance;
- If your Account has a pending SoFi Bank Debit Card transaction or SoFi Bank Pay in 4 transaction or if you have an open Pay in 4 loan (i.e., an unpaid balance);
- If your Account is subject to a hold, lien, or other restriction; or
- If SoFi Bank has reason to believe that the Account is being closed to evade an investigation or legal process (for example in connection with a disputed transaction or third-party claim).

If you attempt to close your account while we are conducting an investigation, we may hold your funds for up to 180 days to protect SoFi Bank or a third-party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your account even after the Account is closed.

#### **B. Account Closing Considerations.**

When your account is closed, we will return any remaining balance to you. We reserve the right to determine the payment method based on the reason for the closure. The funds will be returned either electronically or by check. Closing your Account will cancel the SoFi Bank Debit Card(s) associated with your Account. You will remain liable for all obligations related to your Account and the SoFi Bank Debit Card which may arise after the Account is closed. If you have both a Checking and Savings Account and you close your Savings Account, your Checking Account will also be closed.

### **C. Dormant Accounts.**

Assets in your Account may be subject to state and federal law regarding abandoned and unclaimed property. If there is no activity in your Account (other than periodic interest payments or similar transactions initiated by us) for a prolonged period, as determined by the law of the relevant state (typically the state listed as your Account statement address in our records), your Account may be deemed abandoned, in which case we will turn over the Account Assets in your Account to the appropriate state authority, as required under applicable law. Unless we have previously determined that we do not have valid contact information for you, we will generally attempt to contact you prior to the expiration of the relevant unclaimed property law so that you may claim the account. To the extent permitted by applicable law, we will deduct from your Account any reasonable expenses we incur in attempting to contact you and, as necessary, in remitting the Account to the state once it has been deemed abandoned. Without limiting any other provision of this Agreement, once we have turned over your abandoned Account Assets to the relevant state authority, we will have no further obligation to you with respect to the Account, and you must apply to the relevant state authority to reclaim your property.

### **D. Account Restriction by SoFi Bank.**

If at any time SoFi Bank believes that your Account is being used or managed in a manner inconsistent with the terms of this Agreement, including Account activity in violation of law or any SoFi Bank policies and procedures, or if we identify suspicious, irregular, unauthorized, fraudulent or illegal activity, we may, in our sole discretion, take any action we believe appropriate, including without limitation, restricting access to certain Account features (e.g., limiting features such as ATM fee reimbursements), reversing a transaction, placing a partial balance hold, or restricting or freezing your Account entirely (and any other accounts you maintain with us), or we may remove and segregate disputed funds from your Account, until such time as we are able to complete our review and investigation of the Account activity and decide to lift any Account restrictions or holds or close the Account. Potential reasons that may prompt action under the preceding sentence may include without limitation: (a) your Account is involved in any legal or administrative proceeding; (b) we receive conflicting information or instructions regarding Account ownership, control or activity; (c) we suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s), (d) we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us, or (e) we are complying in our sole judgment, with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations.

Where permissible, we may, in our sole discretion, provide advance notice to you before restricting Account features, placing a partial balance hold, or restricting or freezing your Account. We may post notice of any such action to your Account, or provide notice by mail, email, telephonically or by other means as described herein. We will not provide advance notice to you if prohibited by law or regulation from doing so or where we believe that providing such notice could result in a security or other risk to us or any third-party.

If SoFi Bank determines that your Account is being used or managed in a manner inconsistent with the terms of this Agreement, SoFi Bank may place restrictions on any or all Accounts in your name, regardless of account ownership type. For example, if you have both an individual account and a joint account and if SoFi Bank restricts your individual account, SoFi Bank may also restrict your joint account. Similarly, if SoFi Bank restricts your joint account, SoFi Bank may also restrict your individual account. We further reserve the right to require one or both account holders to provide relevant documentation prior to removing a restriction on your Account(s).

While an Account is restricted or frozen, SoFi Bank will not honor any debit or other outgoing transactions, including any Bill Pay Payments, ATM withdrawals, outgoing P2P Transfers or similar transaction requests. During any such suspension, SoFi Bank may continue to honor all valid credit transactions, including deposits and incoming P2P Transfers.

## **XXVI. Bankruptcy, Insolvency, Incompetency and Death.**

You agree to give prompt written notice to SoFi Bank in the event of your bankruptcy or insolvency. If you are a natural person, you agree that your guardian will give SoFi Bank written notice of your incompetency and that your estate will give SoFi Bank written notice of your death.

SoFi Bank may, before or after receiving notice of any of the conditions described in the preceding paragraph, commence any proceedings, require any documents, retain any portion of or restrict transactions in the Account or demand immediate repayment of any amounts owed to SoFi Bank as it deems advisable in its discretion to protect itself against any potential tax, liability, penalty, expense or loss arising out of your bankruptcy, insolvency, incompetency, or death. The person subject to the condition, or the person's estate, will be liable to SoFi Bank for: (i) any tax, liability, penalty, expense or loss in the Account resulting from the completion of transactions initiated prior to SoFi Bank's receipt of a written notice of the condition; (ii) any tax, liability, penalty, expense or loss incurred in the liquidation of the Account; and (iii) any other obligations owing with respect to the Account.

## **XXVII. Legal Process, Indemnification, Limitation of Liability, and Claim Notice and Cure.**

### **A. Legal Process.**

SoFi Bank may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your Account that we determine to be valid. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable

exemptions to execution or attachment under any applicable state or federal law. We will also have and may enforce a right of setoff and security interest against any of your accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may comply with process we deem appropriate even if it appears to affect the interest of only one owner of a joint account. We may refuse to permit withdrawals or transfers from your Account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred. We may charge your Account any cost incurred for each legal process. You agree to pay us for fees and expenses (including administrative expenses) that we incur in responding to any legal process related to your Account, such as expenses for research and copying of documents. The fees and expenses may include attorneys' fees. We may deduct these fees and expenses from any of your Accounts without prior notice to you. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid. When we receive an order instructing us to restrict access to funds in an account, we may remove the funds from the account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine rates.

## **B. Indemnification.**

We are responsible for exercising ordinary care and complying with the Agreement. When we take an item for processing by automated means, ordinary care does not require us to examine the item. In all other cases, ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

Except to the extent we fail to exercise ordinary care or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.

Except as otherwise set forth herein, you agree to indemnify and hold harmless SoFi Bank, SoFi Third-Party Partners, and any of their affiliates, employees, directors, officers, agents or contractors, who provide services in connection with your Account from and against any and all losses, liabilities, claims and costs (including reasonable attorneys' fees) that are in any way connected with (i) your use of the Account, the SoFi Bank Platform and any related services, including, without limitation, attorneys' fees and other costs incurred in collection of any negative balances or other amounts due in connection with this Agreement, any transactions initiated by you or for which you are the recipient, (ii) any intentional or unintentional breach by you of any terms of this Agreement, the SoFi Bank Debit Card Agreement, the SoFi Mobile Wallet Agreement or any other supplemental agreements or Disclosures governing your Account, (iii) inaccurate or erroneous information provided by you, (iv) collecting any amounts you owe to SoFi Bank, SoFi affiliates, SoFi Third-Party Partners or their affiliates under this Agreement, (v) responding to any third-party demands or claims against or related to you or your Account, (vi) any alleged violation of the law by you, or (vii) any instructions provided by you, whether delivered 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 SoFi Bank may have to seek indemnification or recourse from you.

### **C. Limitation of Liability.**

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, YOUR ACCESS TO, OR ABILITY TO USE, THE SOFI BANK PLATFORM AND YOUR ACCOUNT MAY BE DELAYED, INTERRUPTED OR DISRUPTED DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, DISRUPTION OR FAILURE OF ANY ELECTRONIC SYSTEM MAINTAINED OR MANAGED BY US OR 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 YOUR ACCOUNT, ANY ACCOUNT SERVICES OR ANY PART OF THE SOFI BANK PLATFORM, WHETHER CAUSED BY STRIKES, POWER FAILURES, ACTS OF GOD, CATASTROPHE, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION, SOFTWARE FAILURE, CYBERSECURITY EVENTS, MALWARE OR OTHER REASONS. IN NO SUCH EVENT SHALL SOFI BANK, SOFI THIRD-PARTY PARTNERS, THEIR AFFILIATES AND ANY OF THEIR EMPLOYEES, OFFICERS, DIRECTORS 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.

Except where expressly prohibited by law, SoFi Bank, any SoFi Third-Party Partner and their respective affiliates, employees, officers, directors, agents and subcontractors shall not be liable for any indirect, special or consequential damages arising out of or related to this Agreement, including without limitation; (i) except as expressly provided for herein, liability for negligence on the part of SoFi Bank, any SoFi Third-Party Partner or their respective affiliates, employees, officers and directors, agents, and contractors; (ii) damages for lost profits, goodwill or other similar losses; (iii) any claim arising from the installation, use or maintenance of the SoFi Bank Platform, even if such damages were reasonably foreseeable and notice was given regarding such damages; or (iv) any claim arising from delay, interruption failure described in the preceding paragraph. The limitation does not apply where the laws governing your Account prohibit it.

Additionally, we will not be liable to you for any loss, cost or expense you incur if, for instance:

- There are insufficient funds in your Account to complete a transaction.
- The funds in your Account are subject to legal hold or restriction or are otherwise not available for withdrawal;
- Access to your Account has been restricted after we have received information regarding a reported lost or stolen card, a fraud event, or suspicious Account activity; or

- We have reason to believe a requested transaction or withdrawal is unauthorized or would violate the terms and conditions of this Agreement or the SoFi Debit Card Agreement.

SoFi Bank, any SoFi Third-Party Partner or their respective affiliates, employees, officers, directors, agents, and contractors shall be liable only for actual proven damages arising from the negligent failure to perform their obligations hereunder, provided however that in no event shall any of the forgoing be liable for losses or damages in excess of the amount of the transaction from which the claim arises.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF SOFI BANK, SOFI THIRD-PARTY PARTNERS, AND THEIR AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR CONTRACTORS, IN CONNECTION WITH YOUR USE OF YOUR ACCOUNT AND THE SOFI BANK PLATFORM.

#### **D. Claim Notice and Cure.**

You agree that we shall attempt to informally settle any and all Claims (as such term is defined in the Agreement to Arbitrate below) between us before starting a lawsuit or an arbitration. The party asserting the Claim (the “Claimant”) shall give the other party (the “Potential Defendant”) written notice of the Claim (a “Claim Notice”) and a reasonable opportunity to resolve the Claim. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claim Notice must be sent by U.S. Mail. The Potential Defendant shall have at least 30 days after receiving the Claim Notice to attempt to resolve the Claim except for Claims requiring some form of expedited injunctive relief in a shorter period. The Claimant must reasonably cooperate in providing any information about the Claim that the Potential Defendant reasonably requests. Further the Claimant, on request, shall meet with the Potential Defendant (or an authorized representative thereof) either in person or by video or telephone conference to discuss possible compromise or other resolution of the Claim. Any such meeting that you attend shall take place in a venue reasonably convenient for you. The Claimant and the Potential Defendant may have a lawyer or other representative present for such a meeting. Rule 408 of the Federal Rules of Civil Procedure shall govern the admissibility of all statements, conduct or other discussions between the Claimant and the Potential Defendant regarding the possible compromise or resolution of the Claim. On request, SoFi Bank shall pay any reasonable, out-of-pocket expenses that you incur in attending or participating in any such meeting.

Any Claim Notice to you shall be sent in writing to the current address that SoFi Bank has for you in our records. Any Claim Notice to SoFi Bank shall be sent by mail to SoFi Bank, N.A., 2750 East Cottonwood Parkway #300, Cottonwood Heights, Utah 84121 (or such other address that we shall provide to you). If there are multiple account holders, the Claim Notice may be sent to or by any of them. Any Claim Notice that you send must provide your name and account number, as well as your address and a phone number where you can be reached during normal business hours. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer that you have personally retained, may submit a Claim Notice on your behalf.

Any statute of limitations applicable to the Claim described in the Claim Notice shall be tolled during the period between the date that the Claim Notice is mailed and the later of: (1) 60 days

after the Claim Notice is received, or (2) 30 days after either Claimant or Potential Defendant informs the other that good faith efforts to resolve the Claim informally have ceased (the “Tolling Period”). Unless prohibited by applicable law, (1) a lawsuit or arbitration proceeding may not be commenced unless the Claimant has complied with this “Claim Notice” section, (2) the court will have authority to enforce this “Claim Notice” section, including the power to dismiss or stay the filing or prosecution of a lawsuit or arbitration unless the Claimant has complied with this “Claim Notice” section, and (3) the arbitration administrator is without authority to accept or administer any arbitration proceeding prior to the termination of the Tolling Period unless the Claimant has complied with this “Claim Notice” section. Any subsequent arbitration shall be governed by the terms of the following Agreement.

## **XXVIII. Agreement to Arbitrate**

Please read carefully. Except as expressly provided below, if the foregoing Claim Notice and Cure procedure does not resolve the Claim(s), I agree that any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: (i) this Agreement; (ii) the establishment or operation of your Account; (iii) any transactions related to your Account, (iii) the exercise by SoFi Bank of any rights established hereunder, including the delayed availability of funds, the suspension or closure of your Account, or any other action taken by SoFi related to your Account; (iv) advertisements, promotions or oral or written statements related to your Account; (v) any features, benefits or services related to your Account; no matter how described, pleaded or styled; (vi) data breach or privacy rights incidents; or (vii) the relationship between the parties resulting from any of the foregoing, shall be finally and conclusively resolved by binding arbitration. “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, crossclaims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including claims for injunctive or declaratory relief), regardless of whether they arose in the past, currently exist or may arise in the future. However, you and we will not demand to arbitrate an individual Claim that you or we bring against one another that is within the jurisdiction of small claims court or your or our state’s equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, you and we then have the right to demand arbitration. After a case is filed with the arbitration administrator, but before the arbitrator is formally appointed to the case, a party can send a written notice to the opposing party and the administrator that the dispute is within the jurisdiction of the small claims court (or an equivalent court) and that it wants the case decided by said court. After receiving this notice, the administrator will administratively close the case without requiring the payment of filing or any other administrative fees. Solely for purposes of this agreement to arbitrate, the terms “we,” “us” and “our” mean (1) SoFi, each of its subsidiaries, affiliates, successors, and assigns, and any of their employees, officers, directors, agents and representatives; and (2) any third party that you name along with us as defendants in a single proceeding. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16) (“FAA”).

Disputes about the validity, enforceability, coverage, or scope of this agreement to arbitrate or any part thereof (including, without limitation, the class action waiver), are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide.

NOTWITHSTANDING THE FORGOING, YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO HAVE CLAIMS DETERMINED BY A JUDICIAL COURT OR JURY, EACH PARTY WAIVES THE ABILITY TO ASSERT OR PARTICIPATE IN (A) ANY CLAIM BROUGHT IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION, (B) ANY PRIVATE ATTORNEY GENERAL ACTION, (C) ANY JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR ENTITY (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT, OR UNLESS THE PARTIES OTHERWISE AGREE IN WRITING), OR (D) ANY CLAIM WHICH SEEKS AN AWARD OR REMEDY IN ARBITRATION AGAINST, OR ON BEHALF OF, ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

This agreement to arbitrate shall survive: (A) the termination of the Agreement; (B) the bankruptcy or insolvency of either party; (C) the transfer, sale or assignment of your Account or any amounts owed on the Account to any other person or entity; (D) any closure or suspension of your Account; or (E) any breach of the Agreement.

If any portion of this agreement to arbitrate is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the class action waiver is unenforceable, and that determination is not reversed on appeal, then the agreement to arbitrate (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the class action waiver or other provisions of this agreement to arbitrate, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded. No arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

The party filing a Claim in arbitration must select the American Arbitration Association (“AAA”) as the arbitration administrator. The AAA will apply its code of procedures in effect at the time the arbitration claim is filed and, if applicable, its Mass Arbitration Supplementary Rules. If there is a conflict between that code of procedures or this Agreement, on the one hand, and this agreement to arbitrate, on the other hand, this agreement to arbitrate will control. In the event that the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA). Rules and forms may be obtained from and Claims may be filed with the AAA (1-800-778-7879 or [www.adr.org](http://www.adr.org)). Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.

A single arbitrator will conduct the arbitration and will have the power to award to a party any damages or other relief provided for under applicable law in an individual case. The arbitrator will apply applicable substantive law, consistent with the FAA and the applicable statutes of limitations or conditions precedent to suit and will honor claims of privilege recognized at law. The arbitrator can award damages or other relief provided for by law to you or us, but not to

anyone else. The arbitrator's authority is limited to the Claims between you and us. Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within 30 days of award issuance for Claims involving more than \$25,000. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties, subject to any appeal rights under the FAA, and enforceable by any court having jurisdiction.

Payment of all filing, administration and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the AAA or other arbitration administrator and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration administrator and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

YOU MAY REJECT THIS AGREEMENT TO ARBITRATE BY CALLING US AT 1-855-456-7634 OR WRITING TO US AT SOFI BANK, N.A., 2750 EAST COTTONWOOD PARKWAY #300, COTTONWOOD HEIGHTS, UTAH 84121, AND STATING THE FOLLOWING IN YOUR NOTICE: (I) YOUR NAME, (II) YOUR ADDRESS, (III) YOUR PHONE NUMBER, (IV) THAT YOU ARE EXERCISING YOUR RIGHT TO REJECT ARBITRATION UNDER SECTION XXVIII OF THE DEPOSIT ACCOUNT AGREEMENT (A "REJECTION NOTICE") AND (V) THE ACCOUNT NUMBERS FOR WHICH YOU ARE EXERCISING SUCH RIGHT. YOUR REJECTION NOTICE MUST BE RECEIVED WITHIN NINETY (90) DAYS AFTER THE OPENING OF THE ACCOUNTS FOR WHICH YOU ARE EXERCISING YOUR RIGHT TO REJECT ARBITRATION. IF YOUR REJECTION NOTICE COMPLIES WITH THESE REQUIREMENTS, THIS AGREEMENT TO ARBITRATE WILL NOT APPLY TO ANY ACCOUNTS FOR WHICH YOU ARE EXERCISING YOUR RIGHT TO REJECT ARBITRATION, EXCEPT FOR ANY CLAIMS SUBJECT TO PENDING LITIGATION OR ARBITRATION AT THE TIME YOU SEND YOUR REJECTION NOTICE. REJECTION OF THE AGREEMENT TO ARBITRATE WILL NOT AFFECT YOUR OTHER RIGHTS OR RESPONSIBILITIES UNDER THIS AGREEMENT.

## **XXIX. Miscellaneous.**

### **A. Successors and Assigns.**

You agree that: (i) the terms of this Agreement shall inure to the benefit of SoFi Bank and its successors and assigns, whether by merger, consolidation or otherwise; (ii) SoFi Bank may transfer the Account, this Agreement and any of its obligations hereunder to its successors and assigns without further consent from you; and (iii) the terms of this Agreement shall be binding upon your heirs, executors, administrators, successors and assigns.

You may not transfer your interests in your Account or this Agreement (including de facto transfer by giving a non-owner access to the Account using a password) except with the prior written approval of SoFi Bank, or through inheritance or a similar circumstance, as allowed by law, in which case any rights and obligations in existence at the time will accrue to, and be binding on, your heirs, executors, administrators, successors or assigns.

### **B. Governing Law.**

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

### **C. Severability.**

If any provision or condition of this Agreement is or becomes inconsistent with any applicable present or future law, regulation or rule or shall be held invalid or unenforceable by a court, regulatory (or self-regulatory) agency or body, whether local, state, or federal (i) such provision or condition shall be deemed rescinded or appropriately modified, and (ii) all other provisions and conditions of this Agreement shall remain in full force and effect.

### **D. Modification.**

Except as herein otherwise expressly provided, no provision of this Agreement shall be waived, altered, modified or amended unless such waiver, alteration, modification or amendment be in writing and signed by SoFi Bank and you. SoFi Bank has the right to amend this Agreement at any time with advance or contemporaneous notice in writing. Any amendments will be effective on the date specified in the notice or as otherwise described in this Agreement.

### **E. Headings Are Descriptive.**

The section headings are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in this Agreement.

### **F. Disputing Information Reported to a Consumer Reporting Agency**

If you believe that we have reported inaccurate or incomplete information about your account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency. You may also submit a dispute directly to us by writing to the relevant address listed in

the SoFi Bank Contact Sheet. Provide your name, address and phone number; the account number; the specific information you are disputing; an explanation of why it is inaccurate or incomplete; and any supporting documentation.

**G. Compliance with Laws.**

We agree to perform all services with respect to your Account using reasonable care, good faith and in compliance with applicable Federal, state and local laws, rules and regulations. You are to use your Account solely for transactions that comply with all applicable laws and regulations, and you agree not to use your Account or your relationship to SoFi Bank to process transactions that are prohibited by law, including, but not limited to, restricted transactions prohibited by the Unlawful Internet Gambling Enforcement Act of 2006.

You agree that you are responsible for your tax obligations and any funds in, or to be deposited in, your accounts are not proceeds from any criminal activity (including, but not limited to, tax crimes). Funds in, and any income derived from, your accounts will be disclosed to the relevant tax authorities, if required by law. All information that has been provided is complete and accurate, including any information pertaining to your country of citizenship, residence, principal place of business and any other relevant information to determine legal and tax status. You agree to notify us and/or provide us with any changes related to your tax affairs as we may request in order to comply with our regulatory obligations.

**H. Force Majeure.**

SoFi Bank shall not be liable for: (i) force majeure or other events beyond the control of SoFi Bank, including without limitation any failure, default or delay in performance resulting from computer or other electronic or mechanical equipment failure, unauthorized access, theft, operator errors, government restrictions, exchange or market rulings or suspension of trading, strikes, failure of common carrier or utility systems, severe weather or breakdown in communications not reasonably within the control of SoFi Bank or other causes commonly known as “acts of god,” whether or not any such cause was reasonably foreseeable; or (ii) general market conditions unrelated to any violation of this Agreement by SoFi Bank.

**I. Entire Understanding.**

This Agreement, together with any Disclosures provided to you, any other agreements you and we enter into relating to your Account or to particular products or services, any procedures established by SoFi Bank with respect to the use of your Account, the terms contained in your Account Statements, collectively contain the entire understanding between you and SoFi Bank concerning your Account. This Agreement is in addition to (and in no way limits or restricts) any of the provisions of, or the rights which you may have under, any other agreements between you and SoFi Bank.

**J. Counterparts.**

This Agreement may be accepted and agreed to electronically in any number of counterparts by you, each of which will constitute an original and all of which, when taken together, will constitute one and the same instrument.

**XXX. SoFi Bank Customer Confirmation, Consent, and Acknowledgement.**

By acknowledgement below:

- I confirm the truth and accuracy of the information provided by me in the related account application form.
- I confirm the truth and accuracy of each acknowledgement and representation made by me in this Agreement.
- I confirm that I have read, understand, consent to, and agree to be bound by the terms and conditions of this Agreement, each agreement or disclosure incorporated herein, including without limitation, the SoFi Bank Debit Card Agreement and the SoFi Bank Mobile Wallet Agreement.