

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

Effective as of January 13, 2023

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

<p><b>SECTION XXII 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.</b></p>
---

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.

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

Effective as of January 13, 2023

**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 Funds Availability Policy, 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 use or withdrawal. You can find this balance on receipts you receive at ATMs, at [www.sofi.com](http://www.sofi.com) or the SoFi Mobile App.

**“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, 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.

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

**“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 on a Business Day exceeds 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 payment instructions provided by you in connection with a SoFi Bank Bill Pay Payment or a SoFi Bank P2P Money Transfer, as applicable.

**“PIN”** shall mean a four-digit personal identification number that you either select or request from us for your debit or ATM 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 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 Cash Back Program”** shall have the meaning assigned to it in Section X, and further described in the SoFi Bank Cash Back Program Terms and Conditions.

**“SoFi Bank 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; (iii) provided his/her electronic consent and acknowledgment to the terms of this Agreement; and (iv) funded his/her Account in the manner

described herein, or a person who has been designated a “joint account holder” by someone who has fulfilled the requirements in (i) – (iv).

**“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 The Bancorp Bank or by SoFi Bank, as applicable, 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 The Bancorp Bank or by SoFi Bank, as applicable, which sets forth the terms and conditions governing your use of the SoFi Bank Debit Card, as the same may be amended from time to time.

**“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/banking/fees](http://www.sofi.com/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. The current SoFi Bank Funds Availability policy can be found at [www.sofi.com/banking/limits/](http://www.sofi.com/banking/limits/).

**“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 Customers or consumers by ACH or by other electronic means.

**“SoFi Bank Rate Sheet”** shall mean the statement published from time to time by SoFi Bank and made available online through [www.sofi.com](http://www.sofi.com) 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 [www.sofi.com](http://www.sofi.com).

**“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, tradenames, marketing names, trademarks, trade dress, service marks pictures, video, audio, information, applications or software related to, or available through, any of the foregoing.

**“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 funds into Vaults to support specific savings goals as more particularly described in Section IX 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 The Bancorp Bank or SoFi Bank, as applicable.

**“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 (for example, Apple, Google or Microsoft), your mobile device manufacturer (for example, Apple, Google or Samsung), your mobile service carrier (for example, 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. For example, an *“Unauthorized Transaction”* would occur if someone steals your password and transfers money from your Account. It is not an *“Unauthorized Transaction”* if you give someone access to your Account (for example, by giving them your login information) and they improperly use funds in your Account.

**“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, rules, regulations, customs and usages of the OCC, the FDIC, the CFPB, NACHA and any 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 the 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.

**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. 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 United States Postal Service to the email or physical mailing address you have provided to us, or delivered it by any other method described in this Agreement. 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 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 suspend your Account until such consent is received. While suspended, 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 will 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, etc.**

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

SoFi Bank Accounts are available only to US citizens and both permanent residents and non-permanent residents of the fifty (50) United States and the District of Columbia who are at least 18 years of age (or at least 19 years old in Alabama) with a valid Social Security number.

We may use information from third parties to help us determine if we should open the account.

#### **B. Converting a SoFi Money Account into SoFi Checking and Savings Accounts.**

If you meet the above requirements, and your SoFi Money Account is in good standing (i.e., it is not suspended or in an overdraft status), you are eligible to convert an existing SoFi Money Account into SoFi Checking and Savings Accounts through the SoFi mobile application. If you choose to convert your SoFi Money Account, you can keep your SoFi Money account number and use the same checks or order new ones.

**C. Personal Use only.**

Your SoFi Bank Account is not designed for business use, and you agree not to use it for business purposes. We may choose to close the 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.

**D. Individual vs. Joint Accounts.**

Generally, the type of account ownership you choose may determine how funds are paid if you die, even if your will states otherwise. 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 or an organization. Ownership of your Account is determined by the most current signature card. However, we are authorized to rely on the account ownership information contained in our deposit system unless we are notified that the most current signature card contains different information. 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 or Solely Owned 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 or more 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; provided however that one Account Holder may not remove the other's name from the Account or change their personal information.

We are authorized to follow the instructions received from either joint Accountholder. We are not responsible for determining the purpose, authenticity or propriety of an instruction we receive from any joint Accountholder. We reserve the right to require written instructions from all joint Accountholders, 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 Accountholders. For example, if one joint Accountholder requests that we not pay items authorized by a different joint Accountholder, we may block 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 Accountholder making the request. If we block the Account, we may not release the block unless all joint Accountholders agree in writing to remove it. No request to block the Account will affect items that we paid before the request. If we decide not to block the Account, all joint Accountholders remain responsible for items subtracted from the Account.

Any joint Accountholder may close the account without the consent from any other joint Accountholders. We may choose whether or not to act upon other instructions of any joint owners, including adding another owner to the account, 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 Accountholder will be deemed delivery of such notice or Disclosure to all joint Accountholders. 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 to provide us with any information if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the 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, for example, 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.

In certain states, you can name a supporter to assist you in understanding the information, responsibilities and consequences of your financial decisions. This is done through a supported decision-making agreement, which is an agreement between you and a supporter that is entered into so the supporter can assist with gathering information for you to make decisions about your Account. A supporter is a person that is named by you in a supported decision-making agreement. A supporter may not transact on your Account; however, a supporter may request and be provided with account information, such as statements or copies of checks. A supporter may also communicate decisions made by you.

#### **4. 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, 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 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; or (iv) assisting SoFi Bank in evaluating whether to open, close or suspend 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.

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

To timely receive Account Disclosures, Account Statements and other information, you must ensure that the primary mobile phone number and email 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 text, email or otherwise.

Since our ability to deliver Account Statements, Disclosures, account security alerts and other important information, is directly contingent on the accuracy and validity of the mobile phone number(s) and email address(es) you provide, if your contact information remains invalid for a period of ten (10) days or more, SoFi Bank reserves the right to suspend your Account until you have provided, and SoFi Bank has verified to its satisfaction, your updated contact information. While your Account is suspended, 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 will 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.

**F. 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.

**G. 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 such SoFi Third 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 the SoFi Third 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 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 Access Devices 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).

**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 add [www.sofi.com](http://www.sofi.com) to your email address book or whitelist. 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., Mastercard Send, 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 which 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 (for example, 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. Funding Your SoFi Bank Account<sup>1</sup>**

### **A. Initial Funding of Your Account.**

There is no minimum deposit requirement to open a SoFi Bank Account. We encourage you to fund your Account immediately upon opening. SoFi Bank reserves the right to close any Account which has not been funded as prescribed in this section within thirty (30) days after the date of opening.

There are several ways to fund your SoFi Bank Account. For example, the initial funding of your SoFi Bank Account can be via a transfer of funds initiated through the SoFi website or the SoFi Mobile App, from a linked account that you own or from which you have the legal authority to transfer funds, a direct deposit transaction or a mobile check deposit, etc. Please note that if your initial deposit 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 in accordance with the SoFi Funds Availability Policy or to return the payment to the sending institution. You may also fund your SoFi Bank Account using Mastercard Send, which is a one-time option to use an existing debit card issued by a U.S. bank to transfer up to \$500.00.

### **B. Direct Deposits; Notice of Electronic Deposits.**

You can use the direct deposit feature to have a paycheck or any other income regularly deposited directly into your SoFi Bank Account. You may confirm that a recurring 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 may be dependent on having established and maintained direct deposit for some period of time.

### **C. Transferring Money from Other Financial Institutions.**

You can arrange to transfer money to your SoFi Bank Account from a linked account you have at another financial institution by accessing your Account online or through the SoFi Mobile

---

<sup>1</sup> 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.

App. 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 [sofi.com](https://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 may deduct the amount from your balance without investigating.

**D. P2P Transfers with Other SoFi Bank Customers; ACH Transfers to Other Financial Institutions.**

SoFi Bank Customers can instantly transfer cash to each other online or through the SoFi Mobile App. In addition, you can transfer cash to recipients at other financial institutions via ACH transfer

**E. Transferring Money from Venmo, Pay Pal, POP Money or Other Third- Party Wallet Services.**

Your SoFi Bank Account is integrated with most electronic wallet services (e.g., Venmo, PayPal, POP Money, etc.). You can transfer money using most integrated electronic wallets to your SoFi Bank Account.

**F. Green Dot Reload @ the Register.**

You can deposit cash directly to your SoFi Checking Account through a retail merchant that participates in the Green Dot Reload @ the Register program. You can make up to two deposits per day. Deposits are subject to the following limits: (a) \$500 per deposit transaction, (b) \$1,000 in deposits per day and (c) \$5,000 in deposits per month. Notwithstanding the forgoing, individual retailers have the right to establish lower limits. Funds will typically be available within two hours after deposit. Participating retailers may charge a service fee for each deposit. Participating retail locations can be found at <https://secure.attheregister.com/locations>. This feature is currently not available for SoFi Savings Accounts.

**G. Mobile Deposits.**

You can deposit checks to your SoFi Bank Account remotely using your smartphone, tablet or other camera-enabled device by accessing the Mobile Deposit feature of the SoFi Mobile App. 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.

### **1. 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 can reverse any amount we have added to your balance for a deposited check and send the check back even after we have taken physical possession of the 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 check on a “collection basis” which means we will not add funds to your balance until we have actually been paid for the check.

### **2. Our Right to Charge Back Deposited or Cashed Items.**

If you deposit or cash a check or other item and (1) the paying bank returns it to us unpaid; (2) 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 (3) 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. If a deposited or cashed item is returned, we will charge you a fee. Refer to the SoFi Bank Fee Sheet at [www.sofi.com/banking/fees](http://www.sofi.com/banking/fees) for specific fee information.

## **H. Mobile Deposit Restrictions.**

The following restrictions and limitations apply to Mobile Deposits:

### **1. Funded Account.**

To activate the Mobile Deposit feature, your SoFi Account must have received deposits totaling at least \$500 since your Account was first opened. The precise number 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 number of deposits required within the Mobile Deposit flow.

### **2. No Third-Party Checks.**

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.

### **3. Checks Must Be Payable in US Dollars.**

You can only deposit 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).

#### **4. Endorsements.**

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.”

### **I. When Funds Will Be Available.**

#### **1. Funds Availability Policy**

Subject to the restrictions set forth in this Agreement, each check or instrument you deposit will be promptly credited to your Account and made available in accordance with the timeframes described in the Funds Availability Policy at <https://www.sofi.com/banking/limits/>. Our general policy is to make funds from your check and other items deposited to your Account available to you on the second Business Day after the day we receive your deposit, however, this will not apply to all deposits we receive. In some cases, we may not make all of the funds that you deposited by check available until the fifth Business Day after the day of your deposit or longer. Although you may view your Account information on the Mobile App or through [sofi.com](https://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 forgoing, 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. When Your Deposit Is Received.**

In determining the availability of your deposits, every day is a Business Day except Saturdays, Sundays and federal holidays. If you make an ACH deposit or a check deposit before the Cutoff Time on a Business Day, we will consider that Business Day to be the day of your deposit. If you make a deposit at a GreenDot retail location before the Cutoff Time on a Business Day, we will consider that day to be the day of your deposit. However, if you make an ACH deposit or a check deposit on a day that is not a Business Day, or after the Cut-Off Time, we will consider the deposit to have been made on the next Business Day. You can find detailed information regarding our current Funds Availability policy at <https://www.sofi.com/banking/limits/>.

#### **3. When Longer Delays May Apply.**

We may delay availability for the full amount of a check or other item, up to the fifth Business Day after the day of your deposit, for any reason, including but not limited to:

- You deposited checks or other items totaling more than \$5,000 in any one day;
- You have overdrawn your Account repeatedly in the last six (6) months; or
- There is an emergency, such as failure of communications or our systems.

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

### **A. There are several ways you can withdraw cash or access the money in your SoFi Bank Account. For example:**

- Online Banking and SoFi Mobile App. You may use [www.sofi.com](http://www.sofi.com) or the SoFi Mobile App to view your account information, transfer funds between your SoFi Bank 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.
- ATM Withdrawals (Checking Accounts Only). You may withdraw cash from your Account at any ATM that accepts Mastercard, or which supports either Maestro or Interlink systems.
  - a. Accountholders will not be charged ATM transaction fees while using AllPoint ATMs. Current locations for AllPoint ATMs can be found using the SoFi Mobile App.
  - b. Accountholders 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, suspend, change or terminate its ATM policy. Any changes to the ATM policy will be described on [www.sofi.com](http://www.sofi.com), the SoFi Mobile App and/or on the SoFi Rate Sheet.

- P2P Transfers (Checking Accounts Only). You can send money to other SoFi Bank Accountholders or SoFi Money Accountholders or persons with accounts at other U.S. financial institutions using the SoFi Bank P2P Transfer Service. No P2P Transfers or wire transfers are permitted outside of the United States.
- Check Writing (Checking Accounts Only). You can write checks using your SoFi Checking Account checkbook.
- Bill Pay Payments (Checking Accounts Only). You can pay bills electronically using the SoFi Bank Bill Pay Service.
- Electronic Transfers and Preauthorized Transfers.
  - a. 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.

- b. 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 to a utility payment or to pay other bills.

**B. 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 Deposits, P2P Transfers, and ATM Withdrawals.**

SoFi Bank establishes daily and monthly limits on the dollar amounts and volumes of certain Account transactions, including deposits, ATM withdrawals and P2P Transfers. These limits can be found on the "SoFi Bank Transaction Limits" page at <https://www.sofi.com/banking/limits/>. SoFi Bank reserves the right to at any time adjust, at its discretion, the dollar amounts or transaction 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. Please refer to the SoFi Bank Fee Sheet for information regarding any fees associated with requesting check images.

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 XV, "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 or other transaction 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 or other item deposited to your Account is being returned, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection. Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

## **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 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. 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 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/banking/fees](http://www.sofi.com/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 because we believe it does not match your signature on file with us, 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, 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. We provide you with visibility into how transactions are posted and in what order to help you better manage your account. We process transactions each Business Day. We credit and debit your Account in the order in which each 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, close your Account, or both, 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 isn't received within thirty (30) days after an Overdraft occurs, SoFi Bank reserves the right to close your Account 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.

#### **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 Schedule 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 Pay in 4 Terms and Conditions, which can be found on the SoFi Mobile App and on the SoFi website, for additional details.

**b. Overdraft Coverage Option.**

Overdraft Coverage is an optional overdraft feature offered to Checking Accountholders who have at least \$1,000 or more in monthly direct deposits set up on their Account. SoFi Checking Accountholders who qualify, will automatically be enrolled in Overdraft Coverage, however Accountholders may opt-out of this feature through the SoFi Mobile App or website. SoFi Checking Accountholders 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. Accountholders 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) days, the customer will no longer have access to Overdraft Coverage. \ SoFi Bank reserves the right to close your Account if a payment in excess of the negative balance is not received within thirty (30) days after the Overdraft occurs.

**7. [RESERVED]**

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

For SoFi Checking Accounts, unless Overdraft Protection or Overdraft Coverage is available, we generally will not authorize SoFi Debit Card transactions if your Checking Account Available Balance is not enough to pay that transaction and any fees, and we may not charge an Insufficient Funds Fee.

Many merchants ask us to authorize your purchase. When we give authorization to a merchant, we will reserve or place a hold on your Available Balance, generally for up to three (3) Business Days, for the amount of the authorization until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. If you use your SoFi Debit Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. There may be delays of several days between the authorization and the date the transaction is presented for payment, and your transaction may post to your Account after the authorization hold has lifted.

We may authorize or refuse to authorize a transaction based on a different amount than the authorization request, because some merchants request authorization for an amount that is unrelated to the actual amount of the purchase (such as self-service fuel).

When we give authorization to a merchant for a purchase, your Available Balance will decrease. But the authorization will not prevent certain items, such as ACH transactions and

checks, from being presented to your Account, which can leave your Account without enough funds to cover all of the transactions presented against your Account. To avoid Insufficient Fund and Returned Item fees, be sure to keep enough funds in your Account to avoid overdrawing your Account, including enough funds for previously authorized debit card transactions not yet posted to your Account.

For some types of purchases we may place a hold for a longer period. Transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days. There are times—for example, at restaurants, hotels or car rental agencies—that merchants will not know the exact amount of your purchase when they request the authorization. If the authorization is more or less than your actual purchase amount, the hold may remain for a day or two even after your purchase amount has been subtracted from your Available Balance. We will pay the purchase amount from your balance whenever the merchant sends it to us, even if the hold has expired.

We can refuse to authorize any transaction when your SoFi Debit Card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious or illegal activity. If you lock your SoFi Debit Card, we will stop authorizing everyday debit card transactions and ATM withdrawals but may still authorize recurring debit card transactions. Any SoFi Debit Card we issue to you will be unlocked when you activate it.

We may cancel your SoFi Debit Card at any time without notice. You may cancel your SoFi Debit Card by calling us. If you do, please destroy your SoFi Debit Card upon cancellation.

## **9. Electronic 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 or [sofi.com](https://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, 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”). 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 Customers and between SoFi Bank Customers and persons with accounts at other financial

institutions. SoFi Bank offers the SoFi Bank P2P Transfer service through one of its SoFi Third-Party Partners, which hosts an internet platform that allows SoFi Bank Customers to transfer money utilizing ACH fund transfer functionality for their SoFi Bank Accounts.

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.

**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 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 XV, "Account Inquiries and Disputes; Error Resolution." for a description of your rights and the process for resolving any suspected errors.

#### **F. Cancelling 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 "Completed Activities" 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 XXI, "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.

**2. Manual Checks.**

The funds for a manual Bill Pay Payment will be debited from your Account approximately five (5) Business Days prior to the scheduled Delivery Date you select.

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, etc.

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 Cancelling a Bill Pay Payment.**

You may cancel a Bill Pay Payment, change the amount of a Bill Pay Payment, and make other changes to your SoFi Bank Bill Pay Service.

Cancellations or changes to Bill Pay Payment Instructions received prior to the Cut-Off Time on or prior to the date the money is debited from your Account, will be processed on the day received (or on such other later date as you may select). Cancellations or changes received after the Cut-Off Time on any day prior to the date the money is debited from your Account (or on a day which is not a Business Day), will be processed the following Business Day (or on such other later date as you may select).

We are unable to stop payment on an electronic Bill Pay Payment once it has been initiated, and in the case of a manual Bill Pay Payment, we will be unable to stop the payment after it has been mailed. Once scheduled, a Bill Pay Payment will reflect as a "Scheduled Payment" starting from the time it is scheduled until the date the amount is deducted from the Available Balance in your Account.

**D. 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.

**E. 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' (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.

**F. 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. 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.

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 withdraw cash directly from a Vault. 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 and, separately, the amount you have 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, 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.

You may elect to restrict the use of funds allocated to your Vaults to cover transactions for which there are otherwise insufficient funds in your Checking Account. However, if the pending transaction for which there are insufficient funds will result in a negative balance for your SoFi Checking and Savings Accounts, cash will be removed from Vaults, to the extent available, to cover such transactions regardless of your election. Examples include previously authorized debit card transactions, checks deposited into your SoFi Checking and Savings Accounts that are returned, and ACH deposits that are returned. We will start by withdrawing cash from the Vault with the largest balance and once the amount in that Vault has been depleted, we will then withdraw cash from the Vault with the next largest balance, and so forth until funds sufficient to cover the transaction 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.

**X. SoFi Bank Cash Back Program (Checking Accounts Only).**

SoFi Bank, in conjunction with participating SoFi Third-Party Partners, offers a Cash Back Program through which you may earn cash back on qualifying SoFi Bank Debit Card purchases. If you have opted into this program as part of your enrollment with us, please see the Cash Back Program Terms and Conditions attached as a rider to this Agreement for details.

**XI. 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 [https://d32ijn7u0aqfv4.cloudfront.net/wp/wp-content/uploads/SoFiMoney\\_WorldDebitMCBenefits.pdf](https://d32ijn7u0aqfv4.cloudfront.net/wp/wp-content/uploads/SoFiMoney_WorldDebitMCBenefits.pdf).

**XII. 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, 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.

**XIII. 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 in good standing 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 at

<http://www.sofi.com/legal/banking-rate-sheet>.

## **B. Interest Rate Disclosures.**

Each interest earning Account will earn interest at a variable rate. We may change the variable-rate for any Account at any time in our sole discretion without limit and prior notice to you. Interest rate (s) may also change automatically based on changes in your Account activity or other criteria as described in the SoFi Bank Rate Sheet. Interest rate changes and any fees charged will change the annual percentage yield(s) earned.

- The current interest rate (s) offered for eligible SoFi Bank Accounts are available on the SoFi Bank Rate Sheet and will be posted to your Account. Your continued use of your SoFi Bank Account after we post changes to the interest rate(s), shall constitute your consent to any such changes.
- Unless otherwise stated on the SoFi Bank Rate Sheet, amounts on deposit will accrue interest daily based on your end-of-day balance in the Account. Interest earned will be compounded monthly. You agree that each month, the interest payable to you shall accumulate and be credited to your Account by SoFi Bank rather than be paid to you in cash.
- Cash deposits begin accruing interest the same Business Day a deposit is credited to your Account. If you deposit an item such as a check, interest begins accruing on the Business Day we receive credit for the item. Most deposits will be posted by the second Business Day after the deposit is made (and in some cases earlier depending on the timing and type of deposit made).
- We use the “daily balance method” to calculate interest on your Account. The daily balance method applies a “daily periodic rate” to the collected balance in your Account each day. The daily periodic rate is equal to  $1/365$  (or in a leap year we may use  $1/366$ ) times the interest rate for your Account as set forth 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 <http://www.sofi.com/legal/banking-rate-sheet>.
- For certain Accounts the applicable interest rate may vary depending on daily balances maintained in your Account(s) (tiered-rate accounts), or the applicable interest rate may change at different times (stepped rate accounts). For tiered accounts, we may pay the same interest rate on more than one tiers or pay one tier a higher or lower rate than we pay another tier with a higher or lower balance requirement. In each case, applicable tiers, operative time periods and corresponding interest rates and APYs will be disclosed on the SoFi Bank Rate Sheet.
- In the event you receive interest on any deposit which did not clear, or which is later invalidated or reversed, the interest paid or credited to your Account as a result of such a deposit will be deducted from your Account or you will be asked to repay such amounts,

as applicable. Failure to promptly repay any such amounts may result in the suspension or closure of your Account.

When your Account is closed, you will receive a credit for interest accrued in your Account based on the prorated number of days during the month the Account was open.

**C. Fees.**

There are no fees to open or close any SoFi Account and there are no monthly maintenance fees. All fees associated with the Accounts are set forth in the SoFi Bank Fee Sheet [www.sofi.com/banking/fees](http://www.sofi.com/banking/fees).

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.

**D. 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 [www.fdic.gov/edie](http://www.fdic.gov/edie).

**XIV. Special Provisions for Pass-Through Accounts**

If you have opened an Account on behalf of the beneficial owner(s) of the funds in the Account (for example, as a trustee, agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for "pass-through" insurance from the FDIC. This means the Account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership capacity). If the Account has transactional features, you as the Account holder must be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below. The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event SoFi Bank fails. That information can be accessed on the FDIC's website at [www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html](http://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html).

In addition, the FDIC published an Addendum to the guide, section VIII, which is a good resource to understand the FDIC's alternative recordkeeping requirements for pass-through insurance. The Addendum sets forth the expectations of the FDIC for pass-through insurance coverage of any deposit accounts, including those with transactional features. The Addendum will provide information regarding the records you keep on the beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon bank failure. You must be able to provide this information in a timely manner in order to receive payment for the insured amount of pass-through deposit insurance coverage as soon as possible. You will have an opportunity to validate the capability to deliver the required

information in the appropriate format so that a timely calculation of deposit insurance coverage can be made; further instructions relating to this opportunity will be communicated at a later time.

You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of a bank failure, you agree to provide the FDIC with the information described above in the required format within 24 hours of a bank failure. As soon as a receiver is appointed, a hold will be placed on your Account and that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and may result in legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your Account may be held or frozen until the information is received, which will cause a delay when the beneficial owners could receive funds. Despite other provisions in this Agreement, this section survives after a receiver is appointed for us, and the FDIC is considered a third-party beneficiary of this section.

## **XV. 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 a Form W-9 from all U.S. taxpayers. 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. Until we have received the Form W-9 and TIN, we are required to apply backup withholding to that income.

## **XVI. Account Inquiries and Disputes; Error Resolution.**

### **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 in writing at SoFi Bank, N.A., 2750 East Cottonwood Parkway #300, Cottonwood Heights, Utah 84121 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. 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 account number printed on it, or your Account credentials (such as your login information) 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 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 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. Zero Liability does not apply to Mastercard payment cards that are used for commercial purposes.

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 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 teller

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 not exceeding 14 days after we have sent or made available to you your Account Statement. If you do not notify us within 14 days, the transactions reflected on your Account Statement will be deemed correct and we will have no liability to you for such transactions. 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, email, internet, mobile application or regular mail, 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 [www.sofi.com/contact-us](http://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.**

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 promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not 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. You also agree to allow SoFi Bank access to your Mobile Device, your computer, and your network in connection with our investigation of any potential fraudulent event. You understand that if you fail to so 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, 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 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. If we decide that there was no Unauthorized Transaction or other account error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. 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.

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. Here's how:

- You must first contact the merchant to request the recurring payment be cancelled.
- If the merchant or bill payment service provider with whom you have arranged recurring payments using your SoFi Debit Card is unable or unwilling to stop your payment, you may call us at 1-855-456-7634, or write to us at SoFi Bank, N.A., 2750 East Cottonwood Parkway #300, Cottonwood Heights, Utah 84121, in time for us to receive your request 3 business days or more before the payment is scheduled to be made.
- Such a stop payment request will cancel a single, *i.e.*, one (1) recurring payment. If you want to permanently stop all recurring payments to a specific merchant, then we require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments.
- If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We reserve the right to charge a fee for each stop-payment order you give.

**(2) Notice of Varying Amounts.** If these recurring payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits 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.

## **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.

(1) Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using one of our ATMs.

(2) 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.

### **Pin Code**

Tell us AT ONCE if you believe your SoFi Debit Card, PIN or code has been lost or stolen. Calling us is the best and fastest way of keeping your possible losses to a minimum. If you tell us within two business days, you can lose no more than \$50 if someone used your card, PIN or code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card, PIN or code and we can prove we could have stopped unauthorized transactions if you had told us, you could lose as much as \$500. If your statement shows electronic funds transfers that you did not make, tell us right away. If you do not tell us within 60 days after the statement was sent or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the transactions 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, let us know. We may extend the time periods.

## **XVII. 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.
- 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);
- 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, you are responsible for promptly updating your Account information to reflect any changes to your current email and mailing 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 XIX, 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 SoFi Lending Corp, or their 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 prerecorded 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.**

You agree that us and our agents, representatives, affiliates or anyone calling on our behalf may contact you on a recorded line.

**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 Policy, 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.

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.

You will receive paperless statements online. Checking and Savings statements are also generally available through [www.sofi.com](http://www.sofi.com) or the SoFi Mobile App unless the product information indicates otherwise.

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 (or mail your paper statement), even if your current email or 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 Accountholder 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 [sofi.com](http://sofi.com) or the SoFi Mobile App.

## **3. Interest Statements.**

SoFi Bank is required by law to annually report to you and to the Internal Revenue Service on Form 1099 any taxable interest, dividends and capital gains credited to your Account, as well as any taxes withheld. 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.

## **XVIII. 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 the 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 [www.sofi.com/b/policy/privacy](http://www.sofi.com/b/policy/privacy).

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 P2P Transfers and Bill Pay Payments.**

In processing P2P transfers between SoFi Bank Customers, the SoFi Bank Customer who initiates a P2P transfer will see a blue checkmark next to the recipient's profile image if the recipient is also a SoFi Bank Customer. By agreeing to the terms of this Agreement, you are consenting to the sharing by SoFi Bank of this “non-public personal information”, in the manner described above, whether such transaction is initiated by you or by another SoFi Bank Customer.

In addition, 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 P2P Transfers (whether initiated

by you or by another SoFi Bank Customer) and 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 Privacy Policy. Your consent to sharing non-public personal information will remain in effect until you revoke such consent by updating your settings and visibility.

## **2. 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).

## **XIX. 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 linked your Accounts or 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 or funds on deposit in your SoFi Bank Deposit Accounts will be withdrawn and applied to cover the amount of the debit, 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 Accountholder to pay the debts owed to us by any or all Accountholders. 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 XVIII shall remain in full force and effect regardless of any termination of this Agreement.

**XX. Closing or Suspending Your Account; Dormant Accounts.**

**A. Account Suspension or Closure.**

SoFi Bank reserves the right to freeze, suspend, limit or close your Account at any time and for any reason. Potential reasons for Account suspension 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.

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. 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.

When your Account is closed, we will reverse any prior deposits, and return any remaining balance to you, either by check or by sending it electronically to the financial institution you direct. 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.

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

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 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.

#### **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 Suspension 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, suspending access to certain Account features (e.g., limiting features such as ATM fee reimbursements), reversing a transaction, or suspending 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 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 suspending Account features or suspending 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.

While an Account is suspended 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 will continue to honor all valid credit transactions, including deposits and incoming P2P Transfers.

#### **XXI. 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.

## **XXII. Indemnification and Limitation of Liability.**

### **A. 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.

### **B. 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 blocked 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 foregoing 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.

### **XXIII. Agreement to Arbitrate**

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. The agreement to arbitrate applies to any and all Claims, regardless of what legal or equitable theory they may be based on, including but not limited to contract, tort and statutory claims, and regardless of whether they arose in the past, currently exist or may arise in the future. The only exception to this agreement to arbitrate applies to disputes that are within the jurisdiction of a small claims court (or an equivalent court). You or we may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, it is subject to arbitration. 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 either: JAMS or the American Arbitration Association (“AAA”) as the arbitration administrator. That organization will apply its code of procedures in effect at the time the arbitration claim is filed. 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 JAMS or 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, JAMS (1-800-352-5267 or [www.jamsadr.com](http://www.jamsadr.com)) or 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 XXII 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.

#### **XXIV. 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.

### **XXV. 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.

## **Cash Back Program Terms and Conditions**

**Customers who elect to participate in the Cash Back Program must agree to the following terms and conditions which will supplement applicable provisions of your SoFi Bank Customer Agreement and the SoFi Privacy Policy.**

### **A. Opt-In.**

You may opt into the SoFi Bank cash back program (the “Cash Back Program”) on the SoFi website or within the SoFi Mobile App by going to the “Offers” tab, following the prompt to “Enroll Now” under the Near You section, checking the box to participate and proceeding to “Link card and start earning”. After opting in you may view your current local offers by again going to the “Offers” tab within the SoFi Mobile App. Please note that the Empyr network of participating merchants and varying cash back percentages are subject to change from time to time at the discretion of Empyr and participating merchants.

By opting into the SoFi Bank Cash Back Program, you agree to the following: You authorize Mastercard to monitor and share your transaction data made with your SoFi Bank Debit Card at participating merchants with SoFi Bank and our SoFi Bank Third-Party Partners, including Empyr Incorporated (“Empyr”). We shall obtain, provide, or use your transaction data on your SoFi Bank Debit Card transactions (“Transaction Data”) to calculate your cash back, enable card-linked offer(s), target offers that may be of interest to you, and to facilitate the Cash Back Program in accordance with the terms and conditions described below. You may opt-out of the Cash Back Program at any time by: (i) Going to SoFi Bank and clicking More; (ii) Clicking on Manage Cash Back; and (iii) Selecting Unlink and confirming you want to opt-out.

### **B. Transaction Eligibility.**

Only transactions with participating merchants in the Empyr network are eligible for cash back. Not all transactions with your registered SoFi Bank Debit Card may be tracked by Mastercard. You acknowledge that Mastercard may be unable to track every transaction made with your SoFi Bank Debit Card for the Cash Back Program, including PIN-based purchases, purchases you initiate through identification technology that substitutes for a PIN, payments made through other payment methods (such as a digital wallet or a third-party payment app, where you may choose your SoFi Bank Debit Card as a funding source but you do not present your card directly to the merchant), payments of existing balances, balance transfers, or transactions that are not processed or submitted through the Mastercard, payment systems, and that these transactions are not eligible. There is a \$250 cash back limit per transaction.

### **C. Debit Instructions.**

If you register your SoFi Bank Debit Card, your transaction must be processed as a “credit” (i.e., signature) transaction to make sure the transaction can be monitored. Do not use a Personal Identification Number (PIN) when paying for your purchases with your SoFi Bank Debit Card if you want the transaction to be eligible for rewards or offer completion.

#### **D. Double Enrollment Restrictions.**

Please note that we use Empyr as our service provider to help us operate our program. Your SoFi Bank Debit Card may only be enrolled in one program operated by Empyr. If you have already enrolled your SoFi Bank Debit Card with a separate program operated by Empyr, you will be unable to register that card under both this Agreement and the other Empyr-operated program.

#### **E. Statement Credits.**

The availability of participating merchants and amount of cash back credits vary and are subject to change. Check the SoFi Website or SoFi Mobile App often to see what offers are available. Credits will not appear or be reflected on your transaction receipt from the Merchant at the time of purchase. Subject to eligibility verification and settlement of the qualifying transaction, scheduled payouts will be posted to your SoFi Checking Account within 7 days after the transaction has settled but may be subject to delays.

#### **F. Release from Liability.**

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE AND OUR AFFILIATES, AND SOFI BANK THIRD-PARTY PARTNERS (INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE AND OUR AFFILIATES, AND SOFI BANK THIRD-PARTY PARTNERS (INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS) DO NOT WARRANT THE DATA, CONTENT, ANALYTICS, FEATURES, OR INFORMATION PROVIDED THROUGH THE CASH BACK PROGRAM, INCLUDING WITHOUT LIMITATION TRANSACTION DATA OR USER SUBMISSIONS OR OTHER DATA PROVIDED BY OTHER USERS, TO BE UNINTERRUPTED, ACCURATE, USEFUL, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

UNDER NO CIRCUMSTANCES WILL WE OR OUR AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR SOFI BANK THIRD-PARTY PARTNERS (INCLUDING PAYMENT CARD NETWORKS OR PAYMENT PROCESSORS) BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OR RELATED TO THE CASH BACK PROGRAM, EVEN IF WE AND OUR SOFI BANK THIRD-PARTY PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL WE OR OUR AFFILIATES', CONTRACTORS', EMPLOYEES', AGENTS', OR SOFI BANK THIRD-PARTY PARTNERS' (INCLUDING PAYMENT CARD NETWORKS' AND PAYMENT PROCESSORS') TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE THIS AGREEMENT OR YOUR USE OF THE CASH BACK PROGRAM (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED THE LESSER OF YOUR LIFETIME CASH BACK EARNINGS OR \$500.

## SoFi Bank Cash Back Program Privacy Policy

### A. Transaction Data.

Notwithstanding anything to the contrary herein, Accountholders who opt into the Cash Back Program or any other rewards program, consent to the use by SoFi and its SoFi Bank Third-Party Partners (including EMPYR Incorporated), of transaction information solely as follows:

- To confirm a qualifying purchase or return to match transactions to confirm whether you qualify for a statement credit or an offer;
- To share transaction data with the participating merchant as needed for the merchant to confirm a specific transaction or eligibility for cashback as applicable;
- To provide participating merchants or SoFi Bank Third-Party Partners aggregated and anonymized information relating specifically to rewards or Cash Back Program activity solely to allow participating merchants and SoFi Bank Third-Party Partners to assess the results of their campaign;
- To create and maintain a record of relevant transaction data and to analyze such data in connection with operating a rewards or Cash Back Program;
- To conduct analysis for the improvement and optimization of the Cash Back Program or any rewards program; and
- To provide information in order to respond to a request from government authority or a payment organization involved in a transaction with you or a merchant.

You authorize the sharing, exchange and use of the transaction data described above by and among us and our SoFi Bank Third-Party Partners (including applicable payment card networks and merchants).

### B. **Opt Out:** You may opt out of our Cash Back Program at any time and unlink your SoFi Bank Debit Card by following the steps below:

- 1) Go to SoFi Bank and click More
- 2) Click on Earn Cash Back
- 3) Click Unlink and confirm you want to opt-out