



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

Effective as of October 5, 2026

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

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

This Agreement sets forth the basic terms governing your SoFi Bank Tokenized Deposit Account (your "Account"). Your Account is a deposit account maintained by SoFi Bank. The balance in your Account is represented digitally by units of SoFi Earn, or "SOFIE," as described in this Agreement.

SOFIE is a tokenized deposit of SoFi Bank. SOFIE is not a separate asset in addition to the corresponding deposit balance and does not give you separate claims against SoFi Bank. SOFIE is separate from SoFiUSD (or SOFID), which is a payment stablecoin and is not a deposit. Any conversion between SOFIE and SOFID involves the redemption of one product and the separate issuance or acquisition of the other product and is subject to the terms applicable to each product.

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, SOFIE, and to advise you of what you can expect from SoFi Bank with respect to your Account. Please review this Agreement and any schedules and disclosures that relate to your specific Account (including the SoFi Bank Tokenized Deposit Rate Sheet, the SoFi Bank Tokenized Deposit Fee Sheet, and the SoFi Bank Tokenized Deposit Risk Disclosure), for further details regarding your Account and related services.

You access your Account through the SoFi Crypto interface. Your access to that interface and your use of other digital-asset products and services are also subject to the SoFi Crypto Account Agreement. This Agreement governs the deposit, account ownership, interest, FDIC insurance, redemption, and other banking aspects of SOFIE. If this Agreement conflicts with the SoFi Crypto Account Agreement concerning the characterization or treatment of SOFIE as a deposit of SoFi Bank, this Agreement controls.

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

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

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 “**Tokenized Deposit Account**” or “**SoFi Bank Tokenized Deposit Account**” shall mean the individual consumer savings deposit account opened and maintained for you by SoFi Bank under this Agreement. Subject to holds, restrictions, and the other terms of this Agreement, the deposit balance is payable on demand through a Bank-Supported Redemption method. SoFi Bank reserves the right to require at least seven days’ written notice before a withdrawal or transfer from the Account, although we do not ordinarily require that notice. The U.S. dollar deposit balance in the Account is digitally represented by SOFIE.

“**Account Assets**” shall mean the U.S. dollar deposit balance maintained in your Account, including any interest credited to the Account. SOFIE represents the corresponding Account Assets but is not a separate asset in addition to those Account Assets.

“**Account Error**” means an alleged error concerning the Account, Bank Records, Blockchain Records, or a Tokenized Deposit Transaction described in Section XI.

“**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.

“**Agreement**” or “**Customer Agreement**” shall mean, collectively: (i) this Agreement, as amended from time to time; (ii) the SoFi Privacy Policy, E-Sign disclosures, and other documents provided during enrollment; (iii) the SoFi Crypto Account Agreement, to the extent applicable to access to the SoFi Crypto interface; (iv) the SoFi Terms of Use, SoFi Bank Tokenized Deposit Fee Sheet, SoFi Bank Tokenized Deposit Rate Sheet, SoFi Bank Transaction Limits, and SoFi Bank Contact Sheet; and (v) all Disclosures incorporated into this Agreement. The applicable SOFID agreement is not part of this Agreement but governs SOFID and transfers or uses of SOFID following a Conversion.

“**Agent**” shall mean a person whose authority to act for you under a power of attorney or other legal authorization has been accepted by SoFi Bank.

“**Available Balance**” shall mean the amount of collected funds reflected in the Bank Records as available for a Bank-Supported Redemption, Conversion, transfer, or other Account transaction. Your Available Balance may be less than the total deposit balance because of pending transactions, holds, restrictions, reversals, legal process, or other adjustments. A Blockchain Record or public display does not determine your Available Balance.

“**Bank Records**” shall mean SoFi Bank’s official books and records concerning the Account and the corresponding deposit obligation, including records maintained on SoFi Bank’s behalf by a service provider. Bank Records determine the identity of the depositor, Account ownership, the amount and availability of the deposit balance, the amount of SOFIE attributable to the Account, and the legal status of Account transactions. Bank Records do not include Blockchain Records, blockchain explorers, wallet displays, pricing services, or other third-party records. If Bank Records conflict with a Blockchain Record or other technical record, Bank Records control, subject to correction under this Agreement and applicable law.

“**Bank-Supported**” shall mean expressly made available or authorized by SoFi Bank through the SoFi Bank Platform or another method designated by SoFi Bank. The existence of a technical capability through the Blockchain, Smart Contract, or a third party does not make that capability Bank-Supported.

“**Blockchain**” shall mean the public distributed ledger designated by SoFi Bank on which SOFIE is recorded through the Smart Contract. SoFi Bank may add, remove, or migrate SOFIE to or from another supported public distributed ledger.

“**Blockchain Record**” shall mean information publicly recorded on the Blockchain concerning the Smart Contract, including transaction events, wallet addresses, and the quantity of SOFIE recorded as outstanding. Blockchain Records are secondary technical records and are not SoFi Bank’s deposit records. A Blockchain Record does not, by itself, establish the identity of a depositor, ownership of an Account, ownership of a deposit balance, or entitlement to payment by SoFi Bank.

“**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.

“**Conversion**” shall mean a Bank-Supported transaction in which:

- SOFIE is Redeemed and a corresponding amount of SOFID is separately issued, acquired, or credited under the terms applicable to SOFID; or
- SOFID is redeemed, sold, canceled, or otherwise disposed of and the resulting U.S. dollar amount is credited to the Account with a corresponding Issuance of SOFIE.

A Conversion is not a direct transfer of SOFIE, does not transfer the deposit itself to an external wallet, and does not cause SOFIE and SOFID to become the same legal product.

“**Direct SOFIE Transfer**” shall mean a transfer of SOFIE, without an intervening Conversion, from one person, Account, wallet, blockchain address, or other destination to another.

“**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.

“**Issuance**” or “**Issue**” shall mean the process by which SoFi Bank credits a U.S. dollar deposit balance to your Account, records a corresponding amount of SOFIE for your Account in the Bank Records, and causes a corresponding amount of SOFIE to be recorded through the Smart Contract. The SoFi interface may refer to Issuance as “minting.” A delay or discrepancy between the Bank Records and Blockchain Record does not change the amount or ownership of the deposit balance reflected in the Bank Records. Issuance does not create an asset or obligation separate from the corresponding deposit balance.

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

“**Outstanding SOFIE**” shall mean the aggregate amount of SOFIE recorded through the Smart Contract as outstanding at a particular time. Outstanding SOFIE is intended to correspond to the aggregate deposit balances represented by SOFIE in the Bank Records, subject to pending transactions, timing differences, corrections, reconciliation, and other adjustments described in this Agreement. Outstanding SOFIE does not identify the amount owned by any particular customer.

“**Redemption**” or “**Redeem**” means the process by which SoFi Bank reduces the deposit balance in your Account, cancels or adjusts the corresponding SOFIE in the Bank Records, and causes the corresponding amount of SOFIE to be canceled, converted, reclassified, or otherwise adjusted through the Smart Contract. Redemption may result in payment of U.S. dollars through a Bank-Supported method or may constitute the deposit-redemption component of a Conversion. The SoFi interface may refer to cancellation of SOFIE as “burning.”

“**Smart Contract**” shall mean the blockchain-based software designated by SoFi Bank through which SOFIE is issued, recorded, converted, restricted, transferred, reclassified, or canceled. SOFIE may be recorded through the same Smart Contract as SOFID. Use of the same Smart Contract does not cause SOFIE and SOFID to become the same product or have the same legal, regulatory, deposit-insurance, or other characteristics.

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

“**SoFi Bank Customer**” or “**Customer**” shall mean an individual who: (i) has completed the application or enrollment process for the Account and any required SoFi Crypto Account; (ii) has been approved by SoFi Bank to open and maintain the Account; and (iii) has electronically accepted this Agreement and any other agreement required to access the Account.

“**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 Deposit Accounts**” shall mean consumer deposit accounts offered by SoFi Bank from time to time, including checking accounts, savings accounts, tokenized deposit accounts, and other deposit accounts, whether or not interest-bearing.

“SoFi Bank Platform” shall mean the SoFi website, SoFi Mobile App, SoFi Crypto interface, and the content, software, systems, and services through which you access or use your Account.

“SoFi Bank Tokenized Deposit 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 Tokenized Deposit Fee Sheet can be found at www.sofi.com/crypto/legal/tokenized-deposit-fee-sheet.

“SoFi Bank Tokenized Deposit Rate Sheet” shall mean the statement published from time to time by SoFi Bank and made available online or the SoFi mobile app which describes interest rates payable on SoFi Bank Tokenized Deposit 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 Tokenized Deposit Rate Sheet can be found at www.sofi.com/crypto/legal/tokenized-deposit-rate-sheet.

“SoFi Bank Tokenized Deposit Risk Disclosure” shall mean the disclosure describing risks relating to SoFi, which is incorporated herein in full and which may be updated from time to time. The current SoFi Bank Tokenized Deposit Risk Disclosure can be found at www.sofi.com/crypto/legal/tokenized-deposit-risk-disclosure.

“SoFi Bank Transaction Limits” shall mean the limits established by SoFi Bank for funding, Issuance, Redemption, Conversion, transfers, and other Account activity, as modified from time to time. Transaction limits are based on confidential fraud and risk criteria designed to safeguard your Accounts and protect against fraudulent or unauthorized activity and may be modified at any time, in our sole discretion without prior notice. We may apply additional security limits and withhold particular details where permitted by law. Changes remain subject to applicable notice requirements. Applicable nonconfidential dollar and frequency limits may be displayed in the SoFi Mobile App or website or otherwise disclosed to you.

“SoFi Crypto Account” shall mean the account or digital-asset relationship through which you access your SoFi Crypto interface and other supported products and services. Your Tokenized Deposit Account is a separate deposit account of SoFi Bank even though it is accessed through the SoFi Crypto interface.

“SoFi Crypto Account Agreement” shall mean the agreement governing your SoFi Crypto Account, the SoFi Crypto interface, and related digital-asset services, as amended from time to time.

“SoFi Mobile App” shall mean the SoFi mobile application through which customers may access their SoFi products and services, including the Account and the SoFi Crypto interface, using a supported mobile device.

“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 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 Tokenized Deposit Accounts.

“**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/>.

“**SOFIE**” or “**SoFi Earn**” shall mean the digital representation designated by SoFi Bank to represent the corresponding portion of the U.S. dollar deposit balance in your Account. Each unit of SOFIE attributable to your Account in the Bank Records represents one U.S. dollar of SoFi Bank’s deposit obligation. SOFIE is also recorded through the Smart Contract on the public Blockchain, but the Blockchain Record is a secondary record and does not determine Account ownership or your deposit balance. SOFIE does not create a separate claim against SoFi Bank in addition to the corresponding deposit balance.

“**SOFID**” or “**SoFiUSD**” shall mean the separate payment stablecoin identified as SoFiUSD. SOFID is not SOFIE, is not held in the Account, and is not a deposit merely because it may be issued by or redeemable through SoFi Bank. SOFID and SOFIE may be recorded through the same Smart Contract, but they are separate products. SOFID is not held in the SoFi Bank Tokenized Deposit Account, is not a deposit represented by SOFIE, and is not insured by the FDIC. Transfer or use of SOFID following a Conversion is governed by the terms applicable to SOFID.

“**Supported Funding Account**” shall mean a SoFi Bank checking account, savings account, or other account owned by you that SoFi Bank permits you to use to fund or receive proceeds from your Account.

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

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

“**Tokenization System**” shall mean the Smart Contract, Blockchain, Bank systems, databases, wallet infrastructure, custody or key-management systems, service-provider systems, and related technology designated by SoFi Bank to issue, record, display, convert, restrict, transfer, redeem, cancel, reconcile, or otherwise administer SOFIE.

“**Tokenized Deposit**” shall mean the U.S. dollar deposit obligation of SoFi Bank maintained in the Account and digitally represented by SOFIE. The term does not mean that the deposit obligation and the corresponding SOFIE are separate assets.

“**Tokenized Deposit Transaction**” shall mean an Issuance, Redemption, Conversion, Bank-Supported Direct SOFIE Transfer, adjustment, restriction, cancellation, correction, or other transaction involving the Account, SOFIE, or the corresponding Blockchain Record. A

transfer of SOFID following a completed Conversion is not a Tokenized Deposit Transaction and is governed by the terms applicable to SOFID.

“**Unauthorized Transaction**” shall mean a transaction involving your Account that you did not authorize, subject to applicable law. A transaction initiated by a person to whom you voluntarily provided your device, credentials, authentication information, or other means of Account access may be treated as authorized until you notify us that the person is no longer authorized, except to the extent applicable law provides otherwise.

II. Scope of SoFi Bank Tokenized Deposit Account Agreement.

A. Account Terms.

This Agreement governs your Account, the corresponding deposit relationship between you and SoFi Bank, and the Issuance, holding, Redemption, Conversion, and other Bank-Supported use of SOFIE.

Your Account is accessed through the SoFi Crypto interface. The SoFi Crypto Account Agreement governs your access to that interface and any digital-asset services not constituting the deposit relationship governed by this Agreement. This Agreement governs the ownership, deposit status, interest, FDIC insurance, Bank Records, Redemption, setoff, legal process, and closure of your Account. If the two agreements conflict concerning those matters, this Agreement controls.

In addition to this Agreement, transactions and services involving your Account are subject to:

- all federal and state laws, rules, and regulations applicable to SoFi Bank or your Account;
- applicable rules, requirements, and operating procedures of the OCC, FDIC, CFPB, Federal Reserve Board, and other governmental authorities having jurisdiction over SoFi Bank or your Account;
- the applicable rules and operating procedures of the Tokenization System and any system used to process a Bank-Supported Tokenized Deposit Transaction;
- the terms of any applicable agreement between SoFi Bank and a SoFi Third-Party Partner providing services for your Account; and
- the SoFi Bank Tokenized Deposit Rate Sheet, SoFi Bank Tokenized Deposit Fee Sheet, SoFi Bank Transaction Limits, the SoFi Bank Tokenized Deposit Risk Disclosure, and other applicable Disclosures.

If a system rule or third-party term conflicts with a non-waivable right you have under applicable law, applicable law controls.

A transaction-specific Disclosure controls only with respect to the transaction or service it expressly governs. The SoFi Bank Tokenized Deposit Rate Sheet controls with respect to rates, annual percentage yields, and interest-calculation terms. The SoFi Bank Tokenized Deposit Fee Sheet controls with respect to applicable fees.

No other agreement or Disclosure will cause SOFIE to cease being a deposit or become SOFID or another nondeposit product without your affirmative transaction instruction, except as required by applicable law.

B. Your Consent to this Agreement and Subsequent Disclosures.

Before Account opening, we will provide the applicable agreement and other required disclosures in a form you can retain. You accept this Agreement by: (a) providing your electronic consent to this Agreement; (b) opening, funding, or using your Account; or (c) funding the Account, receiving or holding SOFIE, requesting Issuance or Redemption, authorizing a Conversion, using any Bank-Supported SOFIE transfer feature, or otherwise using the Account. Your acceptance also confirms your agreement to applicable ancillary documents, Disclosures, and transaction-specific terms presented to you when you use the Account.

SoFi Bank reserves the right to amend the terms of this Agreement or the SoFi Terms of Use at any time, or to make changes to any other terms of your Account, by delivering written Disclosures to you describing any new changes, when required by regulation. Similarly, SoFi Bank may use the same process to add, modify, or remove Account services or to discontinue the Account, subject to applicable law.

We will not convert the Account balance into SOFID, another payment stablecoin, or another nondeposit product without your affirmative transaction instruction. If we discontinue the Account, we may Redeem the remaining SOFIE and return the resulting U.S. dollar balance in accordance with Section XVI.

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

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

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

a change in advance of, or contemporaneously with, the effective date of the change. Account changes will become effective as of the effective date we establish.

In limited circumstances, we may require your affirmative consent to a new Agreement or to certain significant Account changes described in a Disclosure. In these instances, you will be asked to affirmatively acknowledge your consent to the new Agreement or Disclosure. In the event we request but have not received your affirmative consent to a new Agreement or Disclosure within a reasonable time period after the request, SoFi Bank reserves the right to restrict your Account until such consent is received. While restricted, SoFi Bank may decline funding, Issuance, Redemption, Conversion, Direct SOFIE Transfers, or any other Tokenized Deposit Transaction or similar transactions related to your Account. During any such suspension, interest will continue to accrue and be credited in accordance with the SoFi Bank Tokenized Deposit Rate Sheet, except to the extent funds are removed from the Account or applicable law provides otherwise, and any other credits that SoFi Bank determines may appropriately be posted to the Account. In the event no consent is received within a reasonable time after a request, we may Redeem all SOFIE in your Account, return the remaining balance through a method selected by us, and close the Account in accordance with this Agreement.

The Tokenized Deposit Account Agreement governs the SOFIE deposit account, including interest, fees, error resolution, liability, closure, and disputes. Its Rate Sheet governs rates, APYs, and interest-calculation terms, and its Fee Sheet governs deposit-account fees. The Tokenized Deposit Risk Disclosure supplements, but does not override, the Agreement. The SoFi Crypto Account Agreement governs a separate crypto order and its trading fees; it does not alter rights in the SOFIE deposit account. A later disclosure amends an agreement only if it expressly identifies the amendment and is provided and becomes effective as required by law.

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

A. Account Eligibility.

SoFi Bank Tokenized Deposit Accounts are available only to U.S. citizens and both permanent residents and non-permanent residents of the fifty (50) United States and the District of Columbia who (i) are at least 18 years of age, (ii) have a valid Social Security number or Individual Taxpayer Identification Number (“ITIN”), (iii) maintain an eligible SoFi Crypto Account in good standing, (iv) satisfy SoFi Bank’s identity-verification, sanctions, fraud, and other eligibility requirements, (v) accept this Agreement and all other required Disclosures, and (vi) have a physical residential street address in the United States, or a valid U.S. military address, including an Army Post Office, Fleet Post Office, or Diplomatic Post Office (a “Military Address”). You cannot use a P.O. Box as your physical street address in the United States to open or maintain a SoFi Bank Account; however, a Military Address will not be treated as a P.O. Box for purposes of this Agreement. If your physical street address reflects a P.O. Box or an address outside of the United States (other than a Military Address), we will require that you update your address to a physical street address in the United States or a Military Address. You should promptly notify SoFi Bank of any U.S. military or extended stay circumstances. SoFi Bank may close your Account if we determine that you are not residing in the United States or at a Military Address, or have not provided a physical street address or

Military Address. To verify your identity, SoFi Bank will require a valid, unexpired government-issued photo identification, such as a state-issued driver's license or state identification card. SoFi Bank may decline to open, or may close, an Account if identity or eligibility verification cannot be completed to SoFi Bank's satisfaction.

Approval for another SoFi Bank account or SoFi product does not require us to approve you for a SoFi Bank Tokenized Deposit Account.

B. Personal Use only.

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

C. Account Ownership and Titling.

Your Account is an individual consumer deposit account titled solely in your name. Joint accounts, custodial accounts, fiduciary accounts, estate accounts, trust accounts, business accounts, and accounts titled in the name of an organization or other legal entity are not supported unless SoFi Bank expressly agrees otherwise in writing.

Your Account and the deposit relationship do not create a fiduciary relationship between you and SoFi Bank.

1. Power of Attorney.

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

The Principal is responsible for providing us with any information if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until a) we receive written revocation from the Principal; b) we receive written notification of the Principal's death, or c) we receive written notification of the death or incapacity of the Agent. We may follow or refuse to follow the Agent's instructions at any time, including if we suspect fraud or abuse on your

Account, unless state law requires otherwise. We may also refuse an Agent's request to become a joint owner or a beneficiary of an account, but we have no liability to anyone if we do so. We have no liability when we follow or refuse to follow any instructions from an Agent, including if your agent misuses the authority you have given them. An Agent's power of attorney on an account is terminated when the Principal dies.

Acceptance of a power of attorney does not require us to give the Agent direct online or mobile access to your Account. We may require the Agent to provide instructions through a separate process and to complete additional identity, authority, fraud, sanctions, or security verification. We may restrict an Agent's ability to initiate a Redemption, Conversion, transfer, or other Tokenized Deposit Transaction.

2. Account Opening Procedures.

(a) SoFi Bank Customer Verification.

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

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

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

We may also request information or documents concerning the source of funds used to fund your Account, the purpose of Account activity, related digital-asset transactions, counterparties, wallet addresses, transaction identifiers, external accounts, or other circumstances relevant to our legal, regulatory, fraud, sanctions, or risk-management obligations. You agree to provide requested information promptly and accurately. We may delay, decline, restrict, reverse, or

condition a transaction, or restrict or close your Account, if you do not provide requested information or if the information is incomplete or unsatisfactory.

(b) Credit and Consumer Report Authorization.

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

(c) Important Information Needed to Open New Accounts.

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

(d) Account Creation

If approved, SoFi Bank will open a Tokenized Deposit Account in your name. Opening the Account does not itself require SoFi Bank to open a checking or savings account for you. Certain funding or Redemption methods may require you to maintain a separate eligible account as disclosed to you.

D. Duty to Promptly Update Contact Information.

To timely receive Account Disclosures, Account Statements and other information, you must ensure that the mobile phone number, email address, physical street address and mailing address that you provided as part of your application remain current at all times. If you have provided a Military Address as described in Section III.A, that Military Address may serve as both your physical street address and your mailing address on file, and you must promptly notify SoFi Bank if your Military Address is deactivated, reassigned, or you otherwise cease to be eligible to receive mail at that address.

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

Since our ability to deliver Account Statements, Disclosures, account security alerts, and other important information is directly contingent on the accuracy and validity of the mobile phone number, email address, physical street address, and mailing address you provide, if your contact information remains invalid for a period of ten (10) days or more, SoFi Bank reserves the right to restrict your Account until you have provided, and SoFi Bank has verified to its satisfaction, your updated contact information. For the avoidance of doubt, a validly formatted and currently assigned Military Address will not, by itself, be treated as invalid contact information under this Section III.D. While your Account is restricted, SoFi Bank may decline any Issuance, Redemption, Conversion, transfer, or other transaction involving the Account. We may continue to post interest or other credits when appropriate. If you fail to provide updated contact information within a reasonable time after a request, as determined by SoFi Bank in our sole discretion, we reserve the right to close and terminate your Account in accordance with the procedures set forth herein.

E. Sharing Information with SoFi Affiliates.

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

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

SoFi Bank has entered into arrangements with various SoFi Third-Party Partners to provide certain services to SoFi Bank Customers. By using your SoFi Bank Account and the related Account services, you agree to terms and conditions that such SoFi Third-Party Partners have determined apply to such services, to the extent such terms and conditions are communicated to you in separate Disclosures. You authorize SoFi Bank and its service providers to take the ministerial, administrative, technical, recordkeeping, wallet, key-management, and Smart Contract actions reasonably necessary to provide the Account services and exercise rights expressly granted under this Agreement. These actions may include issuing, recording, converting, restricting, Redeeming, canceling, replacing, reconciling, or correcting SOFIE; processing your instructions; interacting with service providers; and investigating disputed transactions. This authorization does not permit SoFi Bank to use your Account for its own benefit except as expressly permitted by this Agreement or applicable law.

IV. Accessing Your SoFi Bank Account.

A. Access Methods.

You may access your Account through the SoFi website, the SoFi Mobile App, or another access method that SoFi Bank makes available. The Account may appear within the SoFi Crypto interface even though the Account is a deposit account of SoFi Bank.

Certain functions may be available through one access method but not another. We may add, remove, restrict, or modify an access method or Account function at any time, subject to applicable law.

You must safeguard your login credentials, authentication codes, devices, and other security information. SoFi will not ask you to disclose your password or authentication code over the telephone. If you receive a suspicious request purporting to be from SoFi, do not respond and contact us immediately.

The SoFi Crypto interface is an access channel for the Account. The interface and any affiliate operating it are not the obligor on the deposit.

An instruction submitted through the interface is accepted by SoFi Bank only when SoFi Bank accepts the instruction and reflects its applicable status in the Bank Records.

B. Hardware Requirements.

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

D. Direct External Transfer of SOFIE.

Unless and until SoFi Bank expressly makes a Direct SOFIE Transfer feature available under additional terms, you may not directly send, transfer, withdraw, or deliver SOFIE to:

- an external wallet or blockchain address;
- another person or SoFi customer;
- a third-party exchange or trading platform;
- a decentralized application or smart contract; or
- another account, service, or destination.

To move value from the Account, you may:

- request Redemption of SOFIE and payment of the resulting U.S. dollar amount to a Supported Funding Account; or
- if available, request a Conversion from SOFIE to SOFID and then transfer or use the SOFID in accordance with the terms applicable to SOFID.

SoFi Bank may make additional SOFIE functionality available, including:

- transfers between eligible SoFi Bank customers;
- use through additional SoFi services;
- transfers to or use through supported external wallets, addresses, applications, networks, or services; or
- other uses designated by SoFi Bank.

No future functionality is available unless SoFi Bank expressly enables it for your Account and provides the terms, disclosures, eligibility requirements, limits, and other conditions applicable to that functionality.

Your use of any future functionality constitutes acceptance of the additional terms governing that functionality. SoFi Bank does not promise that any future functionality will be offered.

A Smart Contract event generated by a Conversion may appear on the Blockchain as a transfer or movement between token designations, addresses, or states. That technical event is not a Direct SOFIE Transfer by you and does not transfer the deposit itself to the SOFID recipient or destination.

The technical ability of the Smart Contract or Blockchain to process a transaction does not mean that the transaction is Bank-Supported, authorized under this Agreement, or effective to transfer ownership of the Account or deposit balance.

E. Third-Party Agreements.

Your ability to access and use your Account will also be dependent on services provided by various third parties such as your Internet service provider, your mobile phone carrier, and other third parties that provide or support the hardware or software needed to access your Account online. You agree to comply with the terms of any related Third-Party Agreements you have

with such providers and acknowledge that SoFi Bank does not control the products or services provided by such third parties and has no responsibility for the quality of the services or products provided by them. You further acknowledge that SoFi Bank has no liability to you for any losses or damages you may sustain in the event you are unable to access your Account or execute a transaction, to the extent caused by the failure of any such third-party to properly maintain or timely deliver its services or products.

F. Third-Party Fees.

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

G. Suspension or Closure of the SoFi Crypto Account.

Suspension, restriction, or closure of your SoFi Crypto Account may prevent you from accessing the Account through the SoFi Crypto interface, but it does not extinguish, transfer, or reduce your Account or corresponding deposit balance.

If you cannot access the Account through the SoFi Crypto interface, you may contact SoFi Bank using the SoFi Bank Contact Sheet to obtain Account information, report an error, request Redemption, or request Account closure, subject to identity verification, legal restrictions, and this Agreement.

We may close the Tokenized Deposit Account if the required SoFi Crypto Account is no longer active or eligible. If we do so, we will Redeem the remaining SOFIE and return the resulting U.S. dollar balance through a method selected by SoFi Bank.

V. Funding Your Account and Issuance of SOFIE

A. Funding Methods.

You may fund your Account using a Supported Funding Account or another funding method that SoFi Bank makes available to you. The available methods may change from time to time.

By submitting a funding instruction, you authorize SoFi Bank to debit or otherwise obtain the specified amount from the selected funding source and credit that amount to your Account. You represent that you own the funding source and that the funding source is titled in your name.

You may not fund the Account using funds belonging to another person, and we may reject or return any third-party funding.

B. Funding Through a Digital Asset Transaction.

If SoFi Bank permits you to fund the Account using proceeds from a sale, redemption, or conversion of a digital asset held through your SoFi Crypto Account, that digital asset transaction is governed by the agreement and transaction terms applicable to that digital asset.

The digital asset itself is not credited to the Account. The Account is funded only when the applicable digital-asset transaction has been completed and the resulting U.S. dollar amount has been credited to the Account in the Bank Records.

A digital asset is not a deposit and is not insured by the FDIC merely because you intend to sell, redeem, or convert it to fund the Account.

C. Issuance of SOFIE.

When SoFi Bank credits collected U.S. dollar funds to your Account, SoFi Bank will record a corresponding amount of SOFIE for the Account in the Bank Records at a ratio of one unit of SOFIE for each one U.S. dollar credited.

Issuance occurs when SoFi Bank credits the deposit balance and corresponding SOFIE representation in its Bank Records. Related technical records may be aggregated or batched. A separate blockchain event is not required for each Account credit, debit, interest payment, or Conversion.

Issuance of SOFIE digitally represents the corresponding deposit balance. It is not a purchase or sale of a separate asset and does not create a second obligation of SoFi Bank.

D. Fractional Units and Rounding.

SOFIE may be recorded in whole or fractional units, including amounts having greater precision than is displayed in the SoFi interface. Amounts displayed in the SoFi interface will generally be rounded to the nearest 0.01 SOFIE (representing the nearest \$0.01 of deposit balance value). Display rounding is for presentation purposes only and does not change your actual deposit balance, interest calculation, transaction amount, or other rights under this Agreement.

SoFi may apply rounding to a transaction or interest credit when required by the applicable processing system. The Bank Records, subject to correction of error, control your deposit balance and related legal rights. If the Smart Contract or any Blockchain Records reflect a different level of precision or amount from the Bank Records, the Bank Records control.

E. Provisional Credits and Reversals.

A credit arising from a funding transaction may be provisional pending final receipt of the funding proceeds. This provision does not govern credits required to resolve an Account Error, interest properly owed, or any credit that applicable law requires us to make final.

If a funding transaction is reversed, returned, invalidated, unauthorized, fraudulent, or not finally paid, we may:

- reverse the provisional credit;
- debit the Account by the amount of the reversed or unpaid funding transaction;
- cancel or adjust the corresponding SOFIE in the Bank Records and through the Smart Contract;
- place a hold on or restrict the Account;
- exercise any right of setoff permitted by Section XIV; or
- require you to repay any resulting negative balance.

You remain liable for any amount credited to or withdrawn from the Account before the underlying funding became final.

F. Availability.

Funds and corresponding SOFIE generally become available after the applicable funding transaction has completed and SoFi Bank has credited collected funds to the Account. We may delay availability to verify the funding source, complete legal or regulatory review, investigate suspected fraud, address a reversal risk, or manage other risk.

A display showing SOFIE does not necessarily mean that the corresponding funds are available for Redemption or another transaction. The status “issued,” “minted,” “received,” “confirmed,” or similar terminology displayed in the SoFi interface or on a Blockchain explorer does not mean that funds are available unless the Bank Records show that the funds are included in your Available Balance.

G. Right to Refuse or Limit Funding.

We may refuse, condition, delay, return, or limit any funding transaction or Issuance, in whole or in part, including when we suspect fraud, illegality, sanctions exposure, error, misuse, or violation of this Agreement.

Funding and Issuance are subject to the SoFi Bank Transaction Limits.

H. Corrections.

If a deposit credit, Bank Record, SOFIE amount, Blockchain Record, or Smart Contract event is incorrect, duplicated, delayed, omitted, or attributed to the wrong Account, you authorize SoFi Bank to correct the Bank Records and to issue, cancel, replace, reclassify, or otherwise adjust SOFIE through the Smart Contract as necessary to reflect the correct deposit balance and transaction history.

A discrepancy in the Blockchain Record does not, by itself, increase or reduce your deposit balance. You agree not to use or withdraw an amount that you know or reasonably should know was credited in error.

VI. Redemption and Other Account Transactions

A. Redemption.

Subject to this Agreement, you may request Redemption of all or a portion of your Available Balance through a Bank-Supported process. When a Redemption is completed, SoFi Bank will:

- reduce the deposit balance by the amount Redeemed;
- cancel or adjust the corresponding SOFIE in the Bank Records;
- cause the corresponding SOFIE to be canceled, reclassified, or otherwise adjusted through the Smart Contract; and
- credit or return an equal U.S. dollar amount through the applicable Redemption method.

Redemption proceeds will be credited to a Supported Funding Account or returned through another method disclosed by SoFi Bank. We may require the receiving account to be owned by you.

A Redemption request is not completed merely because it is submitted or appears on the Blockchain. It is completed when reflected as completed in the Bank Records.

Funds are generally available for withdrawal through a Bank-Supported Redemption method. SoFi Bank reserves the right to require at least seven days' written notice before a withdrawal or transfer from the Account, although we do not ordinarily require that notice.

B. Single Deposit Claim.

SOFIE and the corresponding deposit balance reflect the same deposit obligation. They do not constitute separate assets or separate rights to payment.

When the deposit balance is paid, Redeemed, transferred through a Bank-Supported SOFIE transfer, set off, remitted as unclaimed property, or otherwise reduced, the corresponding SOFIE will be canceled or adjusted in the Bank Records and through the Smart Contract.

C. Conversions.

If SoFi Bank makes a Conversion available, the Conversion consists of legally separate but operationally linked transactions.

1. Conversion from SOFIE to SOFID.

A Conversion from SOFIE to SOFID consists of:

- Redemption of the applicable deposit balance represented by SOFIE;
- cancellation, reduction, or reclassification of the corresponding SOFIE in the Bank Records and through the Smart Contract; and
- separate issuance, acquisition, or crediting of the corresponding SOFID under the terms applicable to SOFID.

The applicable amount ceases to be a deposit represented by SOFIE when the Redemption component is completed in the Bank Records. From that time, the amount is no longer eligible for FDIC deposit insurance as part of the Account, even if the related Blockchain Record has not yet been updated.

2. Conversion from SOFID to SOFIE.

A Conversion from SOFID to SOFIE consists of:

- redemption, sale, cancellation, or other disposition of the applicable SOFID under the terms applicable to SOFID;
- crediting of the resulting U.S. dollar amount to the Account; and
- Issuance of corresponding SOFIE in the Bank Records and through the Smart Contract.

The applicable amount becomes a deposit of SoFi Bank and is eligible for FDIC deposit insurance, subject to applicable limits and aggregation rules, when the U.S. dollar amount is credited to the Account in the Bank Records.

3. Blockchain Treatment.

SOFIE and SOFID may be recorded through the same Smart Contract. The Smart Contract may implement a Conversion through a transfer, burn, mint, swap, reclassification, change in token status, or other technical event. The form or description of the Blockchain event, or the lack thereof, does not determine the legal character of the transaction. A Conversion does not constitute a Direct SOFIE Transfer, and the SOFID issued or credited following a Conversion is not the same legal instrument as the Redeemed SOFIE.

4. Transaction Disclosures and Authorization.

Before you authorize a Conversion, we will disclose the applicable amount, rate or ratio, fees, estimated timing, transaction limits, and other material terms. We will also identify that the deposit status and FDIC-insurance treatment of the amount will change as part of the Conversion.

Your confirmation of the Conversion instruction authorizes each component of the Conversion and any corresponding Smart Contract actions.

5. Completion and Failed Conversions.

A Conversion is completed when each required component has been completed and posted to the applicable Bank Records and other controlling records.

If the SOFIE Redemption component has been completed but the corresponding SOFID transaction cannot be completed, SoFi Bank will, as applicable:

- restore the deposit balance and corresponding SOFIE;
- credit the U.S. dollar amount to a Supported Funding Account; or
- take another action disclosed to you before authorization.

If the SOFID component of a Conversion into SOFIE has been completed but the deposit credit cannot be completed, the transaction will be reversed or the resulting amount will be handled in accordance with the terms disclosed to you and the agreement governing SOFID.

6. Cancellation.

Once a Conversion has been accepted for processing, it may not be canceled unless the SoFi Bank Platform expressly indicates that cancellation remains available.

7. No Unilateral Conversion to a Nondeposit Product.

SoFi Bank will not convert SOFIE into SOFID or another nondeposit product without your affirmative transaction instruction. This limitation does not prevent SoFi Bank from Redeeming SOFIE and returning U.S. dollars when closing the Account, exercising setoff, complying with legal process, correcting an error, or taking another action expressly permitted by this Agreement or applicable law.

D. No Conventional Payment Services.

Your Account does not include check-writing, debit-card access, ATM access, direct deposit, ACH origination, wire transfers, FedNow transfers, Zelle, bill pay, P2P transfers, cash deposits, global remittances, or other payment or money-transmission services unless SoFi Bank expressly makes a service available under separate terms.

You may not authorize a third party to debit or credit the Account using an account number or routing number.

A transfer of SOFID following a completed Conversion is not a transfer from the Account and is not governed by the deposit-transfer provisions of this Agreement.

E. Delays and Restrictions.

We may delay, decline, or restrict a Redemption, Conversion, transfer, or other transaction:

- to verify that you authorized the transaction;
- to complete fraud, sanctions, anti-money-laundering, source-of-funds, or other review;
- because the Bank Records and Blockchain Records require reconciliation;
- because a related Smart Contract event is pending, failed, delayed, or subject to a Blockchain reorganization;
- because the related SOFID transaction cannot be completed;
- because the shared Smart Contract has been paused or restricted;
- because the Tokenization System or another necessary system is unavailable;
- because of a pending reversal, dispute, legal process, or claim;
- because the Account or another related account is restricted;
- because the transaction would violate this Agreement or applicable law; or
- for another risk-management reason reasonably determined by SoFi Bank.

You may be required to submit a new instruction after a restriction or delay is resolved.

F. Processing Times and Transaction Status.

You may submit a transaction request at the times displayed in the SoFi interface. Availability of the interface does not guarantee immediate processing or completion.

Before authorization, we may display an estimated processing time. A transaction is not completed merely because it appears as submitted, pending, or confirmed on the Blockchain. A transaction is completed when it is posted as completed in the Bank Records.

A pending transaction may reduce your Available Balance. We may process transactions on non-Business Days, but reviews, corrections, returns, or other administrative actions may occur only on Business Days.

G. Transaction Limits.

We may establish limits on the amount, frequency, timing, and type of funding, Issuance, Redemption, Conversion, or other Account activity. Limits may be applied across multiple SoFi accounts or products associated with you and may be changed without prior notice, subject to applicable law.

H. Good Funds; No Overdrafts.

The Account operates on a good-funds basis. You may transact only to the extent of your Available Balance. We will decline a transaction that exceeds the Available Balance unless the excess results solely from a correction, reversal, fee, legal process, or other adjustment posted after the transaction was accepted.

The Account does not include overdraft protection or overdraft coverage. A correction, reversal, fee, legal process, or other adjustment may nevertheless cause a negative balance. You must promptly repay any negative balance. We may debit the deposit balance and cancel or adjust the corresponding SOFIE, debit another account you maintain with SoFi Bank, exercise setoff rights, restrict the Account, report the amount to a consumer reporting agency, or pursue collection, to the extent permitted by law.

I. Posting and Corrections.

Tokenized Deposit Transactions may be reflected in the Account when processed by SoFi Bank, even if related systems display the transaction at a different time. Pending transactions, holds, and restrictions may reduce the Available Balance before the transaction is finally posted.

Bank Records control the order, amount, and status of Account transactions. We may correct a posting, clerical, computational, or system error at any time.

VII. Nature of the Account and SOFIE

A. Deposit Obligation of SoFi Bank.

The funds reflected in your Account are a deposit obligation of SoFi Bank. Each unit of SOFIE

recorded for your Account represents one U.S. dollar of that deposit obligation.

SOFIE does not represent ownership of particular cash, securities, reserve assets, digital assets, wallets, private keys, smart contracts, or other property held by SoFi Bank or a third party.

B. No Separate or Duplicate Asset.

SOFIE is the digital representation of the corresponding deposit balance and is not a separate asset in addition to that balance. Your rights against SoFi Bank arise from the Account and the deposit obligation reflected in the Bank Records.

C. Bank Records and Blockchain Records.

The Bank Records are the official and controlling records of:

- the identity of the Account owner;
- the Account balance and Available Balance;
- the amount of SOFIE attributable to your Account;
- whether a transaction is pending, completed, rejected, restricted, reversed, or corrected;
- interest, fees, holds, restrictions, and adjustments; and
- your legal rights and obligations concerning the Account.

The public Blockchain may show the aggregate amount of SOFIE recorded as outstanding, wallet addresses, Smart Contract events, and other technical information. The Blockchain Record does not constitute the customer-level deposit ledger and may not identify which customer owns a particular deposit balance.

If the Bank Records conflict with a Blockchain Record, smart-contract event, blockchain explorer, wallet display, third-party interface, or other record, the Bank Records control, except to the extent applicable law requires otherwise.

Bank Records remain subject to correction under this Agreement and applicable law. The designation of Bank Records as controlling does not prevent you from reporting or establishing that a Bank Record is erroneous.

D. Reconciliation of Bank Records and Blockchain Records.

SoFi Bank will maintain processes designed to reconcile the aggregate deposit balances represented by SOFIE in the Bank Records with Outstanding SOFIE recorded through the Smart Contract.

Temporary differences may occur because of pending transactions, processing times, batching, network delays, failed transactions, technical errors, corrections, or other operational events. A temporary difference does not change the deposit balance attributable to your Account in the Bank Records.

If SoFi Bank identifies a discrepancy, SoFi Bank may pause Issuance, Redemption, Conversion, or other Tokenized Deposit Transactions and may issue, cancel, reclassify, replace, or otherwise

adjust SOFIE through the Smart Contract as reasonably necessary to restore accurate records.

You are not entitled to an increase in your Account balance merely because the Blockchain displays an excess amount of SOFIE, and your Account balance is not reduced merely because the Blockchain displays an insufficient amount of SOFIE.

E. No Interest in a Particular Wallet, Address, or Token Identifier.

Unless SoFi Bank expressly provides otherwise under additional terms, you do not receive or control a wallet, blockchain address, private key, cryptographic key, or individual token identifier for SOFIE.

SOFIE attributable to customer Accounts may be recorded through one or more omnibus, pooled, segregated, administrative, or other blockchain addresses controlled by SoFi Bank or a service provider. You do not have an ownership interest in a particular address, private key, Smart Contract position, or technical record.

These technical arrangements do not change the amount or ownership of the deposit balance reflected in the Bank Records.

F. Administrative and Smart Contract Controls.

You authorize SoFi Bank and its service providers to use administrative, technical, wallet, key-management, and Smart Contract controls reasonably necessary to administer the Account, SOFIE, and the corresponding Blockchain Record.

These controls may permit SoFi Bank or its service providers to:

- issue, pause, restrict, freeze, redeem, cancel, replace, or correct SOFIE;
- implement or reverse a Conversion;
- reclassify an amount between SOFIE and SOFID when authorized as part of a Conversion;
- correct a duplicate, erroneous, unauthorized, or invalid Smart Contract event;
- migrate SOFIE to a replacement Smart Contract or supported Blockchain;
- comply with legal process or applicable law; or
- take other actions reasonably necessary to preserve accurate Bank Records and Blockchain Records.

Exercise of an administrative or Smart Contract control does not eliminate or reduce the properly recorded deposit balance except to the extent the balance is paid, Redeemed, transferred through a Bank-Supported transfer, set off, reversed, attached, forfeited, remitted as unclaimed property, or otherwise lawfully reduced under this Agreement or applicable law.

G. Bank-Supported Use Only.

SOFIE may be held and used only through Bank-Supported services. You may not transfer SOFIE to an unsupported external wallet, blockchain address, third-party exchange, decentralized application, smart contract, or other unsupported destination.

An attempted unsupported transfer does not obligate SoFi Bank to recognize the purported recipient as the owner of the Account or the corresponding deposit.

H. Distinction from SOFID and Other Digital Assets.

SOFIE is not SOFID and is not interchangeable with SOFID except through a Bank-Supported Conversion. SOFIE does not become a payment stablecoin merely because it is represented using distributed ledger technology.

Other digital assets displayed in the SoFi Crypto interface are not deposits and are not FDIC insured unless SoFi Bank expressly identifies them as deposits.

I. Technology and Blockchain Events.

SoFi Bank may determine how to respond to:

- a software or Smart Contract error;
- a Blockchain outage, congestion event, chain reorganization, protocol change, or fork;
- a cybersecurity or key-management event;
- a wallet, node, validator, service-provider, or custody-system failure;
- an incorrect, duplicate, delayed, or missing Blockchain Record; or
- another event affecting the Tokenization System.

SoFi Bank may pause Tokenized Deposit Transactions, restrict Smart Contract functionality, migrate records, replace technical infrastructure, issue replacement units, cancel duplicate or erroneous units, or take another action reasonably necessary to preserve accurate Bank Records and administer the Account.

A technology or Blockchain event may delay a transaction or the corresponding public Blockchain Record. It does not, by itself, reduce or extinguish the deposit balance properly reflected in the Bank Records.

J. Forks, Airdrops, and Similar Events

SoFi Bank has no obligation to support, claim, collect, credit, distribute, or permit access to any forked asset, airdrop, governance token, protocol reward, staking reward, or similar item associated with the Blockchain, Smart Contract, or Tokenization System.

Your Account and SOFIE do not entitle you to any such item unless SoFi Bank expressly agrees otherwise in a Disclosure.

SoFi Bank may determine which Blockchain, protocol version, Smart Contract, or resulting asset it will recognize in connection with SOFIE.

K. Earning Interest on Your Account

1. Interest Eligibility.

Your Account may earn interest if it is funded and satisfies the eligibility criteria stated in the SoFi Bank Tokenized Deposit Rate Sheet. SoFi Bank may offer Tokenized Deposit Accounts that do not earn interest or that earn interest at different rates.

The applicable interest rate, annual percentage yield, calculation method, compounding frequency, crediting frequency, minimum-balance requirements, and other disclosures required by the Truth in Savings Act are contained in the SoFi Bank Tokenized Deposit Rate Sheet.

2. Variable Rate.

Unless otherwise disclosed, the interest rate is variable and may be changed by SoFi Bank at any time, subject to applicable law. The rate applicable to the Account may differ from the rates applicable to SoFi Bank checking, savings, or other deposit accounts.

3. Interest Credits and SOFIE.

Interest credited to your Account becomes part of the deposit balance. When interest is credited to the Account, SoFi Bank will record a corresponding increase in SOFIE in the Bank Records and will cause the corresponding amount to be recorded through the Smart Contract so that SOFIE attributable to the Account continues to correspond to the deposit balance.

The related Blockchain Record may be updated after the interest is credited in the Bank Records.

Interest is paid by SoFi Bank on the deposit balance. It is not a staking reward, blockchain reward, protocol reward, investment return, or payment from a third-party network.

4. Reversed or Invalid Credits.

If interest is credited on funds that are later reversed, returned, invalidated, or determined not to have been properly credited, we may reverse the related interest and cancel the corresponding SOFIE.

5. Closure.

When the Account is closed, SoFi Bank will credit accrued interest as required by the Rate Sheet and applicable law.

VIII. Fees

The fees applicable to your Account and Tokenized Deposit Transactions are stated in the SoFi Bank Tokenized Deposit Fee Sheet or disclosed to you before you authorize the applicable transaction.

SoFi Bank may charge a fee for a funding transaction, Redemption, Conversion,

Bank-Supported SOFIE transfer, returned or reversed transaction, or other supported service if the fee is stated in the SoFi Bank Tokenized Deposit Fee Sheet or disclosed before authorization.

We may debit a fee from the Account and reduce the corresponding SOFIE in the Bank Records and through the Smart Contract. We will provide notice of fee changes when required by applicable law.

Any Blockchain network fee or third-party charge applicable to a Conversion, Bank-Supported SOFIE Transfer, or other Account transaction will be disclosed or governed under the applicable transaction terms or SOFID agreement. A fee charged in connection with SOFID is not an Account fee unless SoFi Bank expressly identifies it as an Account fee.

A third party may separately impose a fee in connection with another product or service used in a Conversion or funding transaction. A third-party fee is not an Account fee unless SoFi Bank identifies it as such.

IX. FDIC Coverage

The U.S. dollar deposit balance maintained in your Tokenized Deposit Account and represented by SOFIE is a deposit at SoFi Bank and is eligible for FDIC deposit insurance up to the applicable legal limit.

FDIC insurance coverage is determined by aggregating the balance in the Account with all other deposits you maintain at SoFi Bank in the same ownership category. The standard maximum deposit insurance amount is currently \$250,000 per depositor, per insured bank, for each ownership category.

SOFIE itself is the digital representation of the corresponding deposit balance. References to FDIC insurance in this Agreement mean insurance of the underlying deposit obligation in accordance with FDIC rules; they do not mean that the FDIC separately insures a token, smart contract, wallet, private key, or technology system.

FDIC insurance protects against the failure of SoFi Bank. It does not protect against losses caused by fraud, scams, unauthorized transactions, loss or compromise of credentials, transaction errors, or a decline in the value of a nondeposit digital asset, except to the extent otherwise provided by law.

Additional information concerning FDIC coverage is available through the FDIC's Electronic Deposit Insurance Estimator.

The Account does not participate in the SoFi Insured Deposit Program unless SoFi Bank expressly notifies you otherwise and provides the applicable program terms.

A deposit amount remains eligible for FDIC insurance until the corresponding Redemption has been completed in the Bank Records and the amount has ceased to be a deposit of SoFi Bank.

SOFID and other nondeposit digital assets received through a Conversion are not FDIC insured.

An amount resulting from a Conversion into SOFIE becomes eligible for FDIC insurance, subject to applicable limits and aggregation rules, when the amount is credited as a deposit to the Account in the Bank Records.

X. Tax Reporting

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

Interest credited to the Account generally will be reported as interest income. A Conversion or transaction involving a nondeposit digital asset may have separate tax consequences and may be reported separately under the terms applicable to that transaction.

XI. Account Inquiries, Unauthorized Transactions, and Error Resolution

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

You are responsible for promptly reviewing your Account Statements and Account activity. You should regularly access the Account and immediately notify us of a transaction, balance, SOFIE amount, interest credit, fee, hold, restriction, or other activity that you do not recognize or believe is incorrect.

You must take reasonable steps to protect your Account, device, login credentials, authentication codes, and other security information. Do not share those items with another person.

If you voluntarily give another person access to your Account, device, or credentials and that person initiates a transaction, you may be responsible for the transaction, subject to applicable law.

B. Electronic Fund Transfers Subject to Regulation E.

Electronic fund transfers to or from your Account are governed by the Electronic Fund Transfer Act and Regulation E when those laws apply. These may include electronic funding and withdrawals between this Account and another deposit account, and an electronic debit or credit to this Account associated with a Conversion or a crypto transaction. The associated purchase or sale of a digital asset is governed separately by the terms applicable to that transaction.

An Issuance, Redemption, Conversion, interest credit, fee, ledger adjustment, or Blockchain Record is not necessarily an electronic fund transfer merely because it is recorded or initiated electronically. If it includes a covered transfer of funds to or from your Account, the liability limits and error-resolution protections of Regulation E apply to that transfer. Covered errors

include computational or bookkeeping errors relating to the transfer.

Nothing in this Agreement is intended to waive or reduce a right that cannot lawfully be waived or limited.

Notify us **IMMEDIATELY** if you believe:

- your Account credentials, device, or authentication information have been lost, stolen, or compromised;
- an unauthorized transaction has occurred or may occur;
- an Issuance, Redemption, Conversion, transfer, adjustment, interest credit, or fee is incorrect;
- the SOFIE displayed for the Account does not correspond to the deposit balance;
- a Blockchain Record shows an Issuance, Redemption, Conversion, Direct SOFIE Transfer, cancellation, or other event that you do not recognize;
- a transaction appears in the Bank Records but not on the Blockchain, or appears on the Blockchain but not in the Bank Records;
- SOFIE or SOFID is incorrectly classified or displayed in connection with a Conversion; or
- any other Account information is inaccurate.

Tell us at once if an access device used to initiate electronic fund transfers from your Account, including applicable login credentials or an authentication code, is lost or stolen, or if you believe an electronic fund transfer was made without your permission. If you notify us within two Business Days after learning of the loss or theft, your liability for unauthorized transfers made before notice will not exceed the lesser of \$50 or the amount transferred. If you notify us later, your liability may increase, but will not exceed \$500 and will include amounts transferred after that two-Business-Day period only if we establish that timely notice would have prevented those transfers. We will impose liability only when the conditions in Regulation E are satisfied.

If an Account Statement shows an unauthorized electronic fund transfer, tell us at once. If you do not notify us within 60 days after we send the first statement showing it, you may be liable for unauthorized transfers made after that 60-day period and before your notice, but only to the extent we establish that timely notice would have prevented them. The failure to report within 60 days does not, by itself, make you liable for earlier transfers. We will extend the applicable notice periods when extenuating circumstances, such as extended travel or hospitalization, prevented timely notice. Any more protective applicable law or bank policy controls.

If we fail to complete a covered electronic fund transfer on time or in the correct amount as agreed, or fail to stop a covered preauthorized transfer after a timely stop-payment request, we are liable for losses or damages as provided by the Electronic Fund Transfer Act. Applicable exceptions include insufficient funds through no fault of ours, a system malfunction known to you when you initiated the transfer, and circumstances beyond our control that prevented the transfer despite reasonable precautions.

C. Other Unauthorized or Erroneous Tokenized Deposit Transactions.

For a Tokenized Deposit Transaction that is not governed by Regulation E, you must notify us

within a reasonable time after the applicable Account Statement or transaction information is made available to you and, in all events, no later than sixty days after we made available the first Account Statement on which the transaction or error appeared.

You are in the best position to identify an unauthorized, duplicate, incorrect, or improperly recorded transaction. If you fail to notify us within the required period, you may be precluded from asserting a claim to the extent permitted by law and to the extent the delay prevents us from avoiding or recovering a loss.

A discrepancy involving a Blockchain Record does not, by itself, increase or reduce your deposit balance. We may correct the Bank Records, Blockchain Record, or both as necessary to reflect the transaction that should have occurred.

We may correct an erroneous Bank Record regardless of whether the correction increases or decreases the balance or SOFIE displayed for your Account.

D. Erroneous Instructions.

We have no obligation to detect an error in an instruction that appears valid, including an incorrect amount, duplicate instruction, incorrect funding or receiving account, selection of the wrong product, unintended Conversion, or—if a Bank-Supported SOFIE transfer feature is available—incorrect recipient or destination information.

You may lose the amount of a transaction if you provide inaccurate information. Our detection of an error on one occasion does not obligate us to detect a similar error in the future.

An external transfer of SOFID following a completed Conversion is governed by the SOFID agreement and applicable transfer terms. An error in an external wallet address or destination used for a SOFID transfer is not an Account Error merely because SOFIE was previously Converted into that SOFID.

This subsection does not limit non-waivable rights applicable to an electronic fund transfer.

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

To report a lost or stolen access device, a possible unauthorized electronic fund transfer, or an error or question concerning an electronic fund transfer, call 1-855-456-7634 or write to SoFi Bank, N.A., 2750 East Cottonwood Parkway #300, Cottonwood Heights, Utah 84121. You may also contact us through SoFi chat or the mobile application. Tell us your name and Account number, if you have one; describe the transfer or error and why you believe it is incorrect or need more information; and tell us the amount involved to the extent you know it. You may also provide any relevant date or transaction identifier. A report is effective even if you do not know your Account number, provided we can otherwise identify the Account.

If you notify us orally, we may require written confirmation within ten Business Days. For an error governed by Regulation E, failure to provide written confirmation will affect provisional credit only to the extent permitted by Regulation E.

F. Investigation and Resolution of Errors.

1. Transactions Subject to Regulation E.

For an error or question concerning an electronic fund transfer, contact us using the telephone number or address in Section XI.E as soon as you can. We must hear from you no later than 60 days after we send the first Account Statement on which the problem appeared. You may notify us orally or in writing. If you notify us orally, we may ask you to confirm your report in writing within ten Business Days; we will tell you about that requirement and where to send the confirmation when you contact us.

We will investigate promptly and ordinarily determine whether an error occurred within ten Business Days after receiving your notice. If we need more time, we may take up to 45 days to investigate. In that case, we will provisionally credit your Account within ten Business Days for the amount you believe is in error, including applicable interest, and give you use of the funds during the investigation. If we asked for written confirmation of an oral notice and do not receive it within ten Business Days, we may withhold provisional credit as permitted by Regulation E, but will continue the investigation.

For a qualifying new-account error involving a transfer within 30 days after the first deposit, we may use the permitted 20-Business-Day provisional-credit period and 90-day investigation period. We will correct any error within one Business Day after determining that it occurred and tell you the results within three Business Days after completing our investigation. If we determine that no error, or a different error, occurred, we will give you a written explanation. You may request copies of the documents we relied on.

2. Other Tokenized Deposit Transactions.

For a transaction not governed by Regulation E, we will complete our investigation within a reasonable time after receiving sufficient information from you and ordinarily within forty-five days. If exceptional circumstances require additional time, we will notify you of the delay and complete the investigation as soon as reasonably practicable. Unless otherwise required by law or expressly stated in a Disclosure:

- the ten-Business-Day investigation period does not apply;
- provisional credit is not required;
- the forty-five-day and ninety-day investigation periods do not apply; and
- our correction will be limited to the amount necessary to place the Account in the position it would have occupied absent the error.

We may, in our discretion, provide provisional credit while an investigation is pending. Any provisional credit may be reversed if we determine that no error occurred or that a different amount should be credited.

3. Cooperation.

You agree to cooperate with our investigation, provide requested information and documentation, preserve relevant communications and records, and complete any declaration or affidavit reasonably requested by us.

We will not condition rights required by Regulation E on filing a police report. Failure to provide other reasonably requested information may delay the investigation or our ability to restore access to the Account.

XII. Communications Regarding Your Account.

A. Your Consent to Receive Electronic Disclosures.

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

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

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

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

A Disclosure or other communication will be considered delivered when transmitted or made available by a method described above, subject to applicable law.

This delivery provision does not shorten any period for reporting an error, disputing a transaction, rejecting arbitration, or exercising another right under this Agreement or applicable law.

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 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 XV 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 contacting us at (855) 456-7634.

C. TCPA Consent.

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

You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number.

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

D. Call Recording and User Experience Monitoring.

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

E. Printing Disclosures.

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

F. Business Continuity Plan.

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

The business continuity plan does not guarantee uninterrupted access or immediate processing of an Issuance, Redemption, Conversion, Direct SOFIE Transfer, or Smart Contract event.

If the SoFi Crypto interface is unavailable for an extended period, you may contact SoFi Bank through the SoFi Bank Contact Sheet to obtain Account information or request Redemption, subject to identity verification and legal restrictions.

A transaction may be completed in the Bank Records before or after the corresponding Blockchain Record is created or finalized.

G. Account Statements and Interest Statements.

1. Account Statements.

Each month, we will provide an electronic Account Statement showing the statement period, beginning and ending balances, required electronic fund transfer information, applicable fees, interest earned, and the annual percentage yield earned for the period, together with other information required by law. We will make the statement available in a form you can retain.

The Bank Records are the official and controlling records of the Account. Account Statements summarize the Bank Records for the applicable statement period and remain subject to correction.

We may display a Blockchain transaction identifier or link to a Blockchain explorer for informational purposes. A Blockchain transaction identifier or explorer display does not replace the Account Statement or Bank Records and does not determine the legal status of a transaction.

You agree to accept electronic Account Statements and to promptly review each statement for errors or unauthorized activity.

2. Tax Reporting Statements.

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

XIII. Intellectual Property and Privacy.

A. SoFi Websites and Intellectual Property.

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

You may only use the SoFi Bank Platform, and the associated content, for legitimate purposes in connection with your Account. You may not copy, imitate, modify, distribute, frame, reproduce, republish, create derivative works from, download, display, perform, post, transmit, transfer, license, sell or otherwise use such content without the prior written consent of SoFi or SoFi Bank.

B. Exclusion of Warranties.

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

CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN OR YOUR USE OF THE SOFI BANK PLATFORM. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

This Section applies to the technology interface and related documentation. It does not disclaim SoFi Bank's obligation to pay the properly recorded deposit balance, excuse an erroneous Account transaction, alter the liability provisions of Section XVII, or limit any liability that cannot be limited under applicable law.

C. Privacy and Monitoring of Account.

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

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

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

D. Disclosure of Information.

1. Disclosure of Information in Connection with Tokenized Deposit Services.

You authorize SoFi Bank to disclose information concerning you, your Account, and Tokenized Deposit Transactions to affiliates and service providers as reasonably necessary to:

- operate the Tokenization System;
- issue, record, restrict, redeem, cancel, or correct SOFIE;
- process a funding, Redemption, Conversion, or transfer transaction;
- disclose or associate Bank Records with Blockchain transaction identifiers, wallet addresses, Smart Contract events, and other technical information when reasonably necessary to process, monitor, reconcile, investigate, restrict, or correct a Tokenized Deposit Transaction;
- perform custody, wallet, blockchain analytics, fraud, sanctions, anti-money-laundering, cybersecurity, or identity-verification services;
- investigate a complaint, error, unauthorized transaction, or suspected misuse;
- respond to legal process or governmental requests; or
- comply with applicable law.

Information will otherwise be handled in accordance with applicable privacy notices and policies.

2. Public Blockchain Information.

SOFIE and SOFID are recorded through a Smart Contract on a public Blockchain. The public Blockchain may display:

- the aggregate amount of SOFIE and SOFID recorded as outstanding;
- wallet addresses used by SoFi Bank or its service providers;
- Smart Contract events;
- Issuance, Redemption, Conversion, restriction, transfer, cancellation, migration, and correction events; and
- transaction identifiers, timestamps, and other technical information.

A Conversion may appear on the Blockchain as a transfer or movement involving SOFIE and SOFID, even though the transaction is legally a Redemption of SOFIE and the separate issuance or crediting of SOFID.

Information recorded on a public Blockchain may be viewed, copied, analyzed, or retained by any person and may be difficult or impossible to delete. Blockchain information may not directly identify you but may be capable of being associated with you through other information.

SoFi Bank and its service providers may use Blockchain analytics and similar tools to review Smart Contract activity, wallet addresses, transaction patterns, and other Blockchain information for fraud, sanctions, anti-money-laundering, cybersecurity, risk-management, compliance, or other lawful purposes.

The public Blockchain is not SoFi Bank's customer deposit ledger and does not determine your Account balance or ownership.

3. Other Permitted Disclosures.

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

- As necessary to process funding, Issuance, Redemption, Conversion, transfers, or other Tokenized Deposit 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.

XIV. Account Fees and Rights of Set-Off.

A. Payment of Fees and Other Indebtedness.

You agree to pay all fees and other amounts due in connection with the Account. SoFi Bank may debit the Account and reduce or Redeem the corresponding SOFIE to collect:

- Account or transaction fees;
- reversed or invalid credits;
- negative balances;
- amounts owed as a result of a correction or disputed transaction;
- legal-process expenses permitted by law; and
- other amounts payable under this Agreement.

If the Account does not contain sufficient funds, you remain liable for the deficiency.

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. 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 Redemptions, Conversions, transfers, or other transactions. In addition to any right of set-off, you hereby grant to SoFi Bank a security interest in your deposit accounts, including the Tokenized Deposit Account, to secure all loans or other extensions of credit, now or in the future. When SoFi Bank debits the Account or exercises setoff against the Account, SoFi Bank may cancel or adjust corresponding SOFIE in the Bank Records and through the Smart Contract.

XV. Closing or Restricting Your Account; Dormant Accounts.

SoFi Bank may freeze, restrict, limit, or close your Account at any time, subject to applicable law. Reasons may include:

- failure to fund the Account;
- failure to provide requested information or documents;
- suspected unauthorized, fraudulent, illegal, abusive, or irregular activity;
- a Prohibited Activity;
- sanctions, legal, regulatory, cybersecurity, operational, or risk concerns;
- conflicting ownership or authority claims;
- restriction or closure of a related SoFi account;
- discontinuation of the Account or Tokenization System; or
- any other reason permitted by this Agreement or applicable law.

A. Member Initiated Account Closure

You may request closure of the Account through a method designated by SoFi Bank. Before closing the Account, we may:

- complete or reverse pending transactions;
- deduct fees or other amounts owed;
- resolve a negative balance;
- maintain a restriction required by legal process or investigation; and
- require additional identity or destination-account verification.

Closure of the Account terminates your right to hold SOFIE through the Account. Upon closure, we will Redeem the remaining SOFIE and return the resulting balance through a method selected by SoFi Bank. We may issue a check or credit another eligible account. You do not have the right to require distribution in SOFIE or another digital asset.

When closure is completed, SoFi Bank will reduce the deposit balance, cancel or adjust the corresponding SOFIE in the Bank Records, and cause the corresponding amount of SOFIE to be canceled, reclassified, or otherwise adjusted through the Smart Contract.

The related Blockchain Record may be updated after the U.S. dollar balance is returned. A delay in updating the Blockchain does not give you a continuing deposit claim after the deposit balance has been paid.

You remain liable for obligations arising before or after closure.

B. Account Closing Considerations.

We may delay closure if:

- the Account has a negative balance;
- a transaction is pending;

- the Account is subject to a hold, lien, legal process, sanctions restriction, or other restriction;
- an investigation, dispute, reversal, or third-party claim is pending;
- information necessary to return the balance is incomplete; or
- we reasonably believe closure is being requested to evade review, legal process, or an obligation.

We may hold funds for up to 180 days, or longer when required or permitted by law, to address reversals, claims, fees, fines, penalties, legal process, or other potential liability. We will periodically review the basis for the hold and will release or return funds when the basis for the hold no longer exists, subject to applicable law.

C. Dormant Accounts.

Account Assets are subject to applicable abandoned- and unclaimed-property laws. If the Account is deemed abandoned, SoFi Bank may Redeem or cancel the corresponding SOFIE and remit the U.S. dollar value of the deposit balance to the appropriate governmental authority.

After remittance, you must seek recovery from the governmental authority. You will not be entitled to demand delivery of SOFIE from SoFi Bank for property already remitted.

D. Account Restriction by SoFi Bank.

If we restrict the Account, we may take one or more of the following actions:

- prevent new funding or Issuance;
- prevent Redemption, Conversion, transfers, or other transactions;
- place a hold on all or part of the balance;
- segregate disputed or restricted funds;
- pause or restrict SOFIE through the Tokenization System;
- reverse or correct a transaction;
- require additional information or verification;
- restrict other SoFi accounts associated with you; or
- close the Account and return the balance when legally permitted.

We may provide advance notice when appropriate but are not required to do so if notice is prohibited, could compromise an investigation, or could create security, fraud, legal, or other risk.

Interest will continue to accrue and be credited on funds remaining in the Account in accordance with the SoFi Bank Rate Sheet.

Funds removed from the Account and maintained separately because of legal process or another lawful restriction will earn interest only if required by law or expressly provided by the Rate Sheet.

E. Discontinuation of the Account or Tokenization System.

If SoFi Bank discontinues the Account, Blockchain support, Smart Contract, or Tokenization

System, we may stop accepting new funding and Issuance and provide a reasonable period for you to request Redemption.

After that period, we may Redeem all remaining SOFIE, return the resulting U.S. dollar balance through a method selected by SoFi Bank, cancel or adjust the corresponding SOFIE through the Smart Contract, and close the Account.

We will provide notice when required by applicable law. We will not convert the balance into SOFID or another nondeposit product without your affirmative instruction.

XVI. 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 restricting, administering, Redeeming, closing, or distributing the Account; and (iii) any other obligations owing with respect to the Account.

Upon receiving notice of death, incompetency, bankruptcy, or insolvency, we may restrict Issuance, Redemption, Conversion, and other transactions. We may Redeem or cancel SOFIE and administer or distribute the resulting U.S. dollar balance in accordance with applicable law.

An estate, beneficiary, guardian, personal representative, trustee, or other successor has no right to require delivery of SOFIE to a particular wallet or account. We may require distribution in U.S. dollars.

XVII. Legal Process, Indemnification, Limitation of Liability, and Claim Notice and Cure.

A. Legal Process.

SoFi Bank may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your Account that we determine to be valid. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records

are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will also have and may enforce a right of setoff and security interest against any of your accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may restrict Issuance, Redemption, Conversion, transfers, or other transactions from your Account until such legal process is satisfied or dismissed even if such action results in inability to complete another transaction or satisfy another obligation you may have incurred. We may charge your Account any cost incurred for each legal process. You agree to pay us for fees and expenses (including administrative expenses) that we incur in responding to any legal process related to your Account, such as expenses for research and copying of documents. The fees and expenses may include attorneys' fees. We may deduct these fees and expenses from any of your Accounts without prior notice to you. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid. When we receive an order instructing us to restrict access to funds in an account, we may remove funds from the Account, restrict or cancel corresponding SOFIE, and maintain the funds separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine rates.

We may implement legal process through the Bank Records and Tokenization System, including by freezing, restricting, Redeeming, transferring through a legally authorized process, canceling, or otherwise adjusting SOFIE.

A Smart Contract restriction or other technical action does not by itself determine ultimate legal ownership of the deposit. The Bank Records and applicable legal process determine the status of the Account and deposit balance.

B. Indemnification.

We are responsible for exercising ordinary care and complying with the Agreement. When we process a transaction or instruction by automated means, ordinary care does not require us to manually examine each transaction or instruction. 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 provided in this Agreement or prohibited by law, you agree to indemnify and hold harmless SoFi Bank, SoFi Third-Party Partners, and their respective affiliates, employees, directors, officers, agents, and contractors from losses, liabilities, claims, and reasonable costs arising from:

- your use or misuse of the Account, SOFIE, the SoFi Bank Platform, or the Tokenization System;
- your breach of this Agreement, the SoFi Crypto Account Agreement, or another applicable Disclosure;
- inaccurate or incomplete information provided by you;
- an instruction submitted by you or a person to whom you provided access, except to the extent applicable law provides otherwise;
- your attempted use of an unsupported wallet, service, smart contract, network, or transaction method;
- a third-party claim concerning you, your Account, or a transaction involving your Account;
- an alleged violation of law by you; or
- collection of an amount you owe.

This indemnification does not apply to the extent a loss results from SoFi Bank's failure to exercise ordinary care, breach of this Agreement, or violation of applicable law.

C. Limitation of Liability.

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, YOUR ACCESS TO, OR ABILITY TO USE, THE SOFI BANK PLATFORM AND YOUR ACCOUNT MAY BE DELAYED, INTERRUPTED OR DISRUPTED DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, DISRUPTION OR FAILURE OF ANY ELECTRONIC SYSTEM MAINTAINED OR MANAGED BY US OR A THIRD-PARTY WHICH IS USED TO FACILITATE A TRANSACTION, OR ANY INTERRUPTION, DISRUPTION OR FAILURE OF THE SOFTWARE OR INTERNET BASED ARCHITECTURE USED TO PROVIDE ACCESS AND FUNCTIONALITY TO YOUR ACCOUNT, ANY ACCOUNT SERVICES OR ANY PART OF THE SOFI BANK PLATFORM, WHETHER CAUSED BY STRIKES, POWER FAILURES, ACTS OF GOD, CATASTROPHE, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION, SOFTWARE FAILURE, CYBERSECURITY EVENTS, MALWARE, TOKENIZATION SYSTEM FAILURE, DISTRIBUTED-LEDGER OUTAGE OR CONGESTION, SMART CONTRACT ERROR, CHAIN REORGANIZATION OR PROTOCOL CHANGE, CUSTODY SYSTEM FAILURE, SERVICE PROVIDER FAILURE, INABILITY TO PROCESS ISSUANCE, REDEMPTION, OR CONVERSION, 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.

Nothing in this Section limits SoFi Bank's obligation to pay the properly recorded deposit balance in accordance with this Agreement, limits liability that cannot be limited under applicable law, or alters any applicable rights under the Electronic Fund Transfer Act or Regulation E.

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, except as otherwise required by law, we will not be liable for a loss, cost, or expense caused by:

- insufficient Available Balance;
- a legal hold, restriction, or pending transaction;
- a transaction we reasonably believe is unauthorized, fraudulent, illegal, or prohibited;
- inaccurate information or instructions provided by you;
- an unsupported transaction method, wallet, network, service, or smart contract;
- a delay or failure of another financial institution, digital-asset issuer, blockchain, network, or service provider;
- an Account restriction imposed under this Agreement; or
- a change in the value of a nondeposit digital asset involved in a Conversion.

Except as otherwise required by law, SoFi Bank and the other covered persons will be liable only for actual, proven damages arising from a negligent failure to perform an obligation under this Agreement. Liability arising from a specific transaction will not exceed the amount of that transaction.

The transaction-based limitation does not apply to:

- SoFi Bank's obligation to pay the properly recorded deposit balance;
- a claim that does not arise from a specific transaction;
- liability imposed under the Electronic Fund Transfer Act, Regulation E, or another law that does not permit the limitation; or
- damages resulting from gross negligence, willful misconduct, or fraud to the extent such damages cannot lawfully be limited.

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

D. Claim Notice and Cure.

You agree that we shall attempt to informally settle any and all Claims (as such term is defined

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

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

Any statute of limitations applicable to the Claim described in the Claim Notice shall be tolled during the period between the date that the Claim Notice is mailed and the later of: (1) 60 days after the Claim Notice is received, or (2) 30 days after either Claimant or Potential Defendant informs the other that good faith efforts to resolve the Claim informally have ceased (the “Tolling Period”). Unless prohibited by applicable law, (1) a lawsuit or arbitration proceeding may not be commenced unless the Claimant has complied with this “Claim Notice” section, (2) the court will have authority to enforce this “Claim Notice” section, including the power to dismiss or stay the filing or prosecution of a lawsuit or arbitration unless the Claimant has complied with this “Claim Notice” section, and (3) the arbitration administrator is without authority to accept or administer any arbitration proceeding prior to the termination of the Tolling Period unless the Claimant has complied with this “Claim Notice” section. Any subsequent arbitration shall be governed by the terms of the following Agreement.

XVIII. Agreement to Arbitrate

Please read carefully. Except as expressly provided below, if the foregoing Claim Notice and Cure procedure does not resolve the Claim(s), I agree that any claim, dispute, or controversy (“**Claim**”) arising out of or relating in any way to: (i) this Agreement; (ii) the establishment, ownership, or operation of your Account; (iii) any funding, Issuance, Redemption, Conversion, Direct SOFIE Transfer, Smart Contract event, Blockchain Record, restriction, correction,

interest credit, fee, FDIC-insurance representation, or other transaction or Account activity; (iv) the exercise by SoFi Bank of any right under this Agreement, including delayed availability, restriction, suspension, or closure; (v) any advertisement, promotion, oral or written statement, feature, benefit, or service relating to the Account or SOFIE, no matter how described, pleaded, or styled; (vi) any data-breach or privacy-rights incident; or (vii) the relationship between the parties resulting from any of the foregoing, shall be finally and conclusively resolved by binding arbitration. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, crossclaims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including claims for injunctive or declaratory relief), regardless of whether they arose in the past, currently exist or may arise in the future. However, you and we will not demand to arbitrate an individual Claim that you or we bring against one another that is within the jurisdiction of small claims court or your or our state's equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, you and we then have the right to demand arbitration. After a case is filed with the arbitration administrator, but before the arbitrator is formally appointed to the case, a party can send a written notice to the opposing party and the administrator that the dispute is within the jurisdiction of the small claims court (or an equivalent court) and that it wants the case decided by said court. After receiving this notice, the administrator will administratively close the case without requiring the payment of filing or any other administrative fees. Solely for purposes of this agreement to arbitrate, the terms "we," "us" and "our" mean (1) SoFi, each of its subsidiaries, affiliates, successors, and assigns, and any of their employees, officers, directors, agents and representatives; and (2) any third party that you name along with us as defendants in a single proceeding. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16) ("FAA").

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

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

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

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

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

XIX. 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 assign or transfer the Account, deposit relationship, SOFIE, or your rights under this Agreement except through a Bank-Supported transaction or as permitted by applicable law.

Sharing credentials, transferring a device, transferring control of a wallet or Blockchain address, or causing or purporting to cause a Smart Contract event does not transfer ownership of the Account or deposit balance.

If SoFi Bank later offers a member-to-member or other Direct SOFIE Transfer feature, ownership of the transferred deposit balance changes only when the transfer is completed in the Bank Records in accordance with the applicable terms.

B. Governing Law.

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

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. Notice of Potential Disclosure of Negative Information to Consumer Reporting Agencies.

We may report information, including negative Account activity, about you or an Agent associated with the Account, including an Account closed by SoFi Bank, to a consumer reporting agency. Such reporting may affect your ability to obtain services at SoFi Bank or another financial institution.

G. 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.

H. Prohibited Activities.

You may not use the Account, SOFIE, a funding or Redemption method, or a related service to engage in, facilitate, or process transactions associated with any of the following activities

(each, a “**Prohibited Activity**”):

- (a) Unlicensed online gambling, including crypto-based casinos, betting platforms, prediction markets operating as gambling, or any similar wagering activity not expressly authorized under applicable federal and state law;
- (b) Operation of, or transactions with, crypto ATM (also known as "Bitcoin ATM" or “digital asset kiosk”) operators;
- (c) Unlicensed money transmission, including acting as a money transmitter, payment processor, or money services business without all required federal and state licenses and registrations;
- (d) Activity related to private or individual escort services; or
- (e) Any other activity that we determine, in our sole discretion, to be inconsistent with applicable law, regulatory guidance, or our internal compliance policies.

This list is non-exhaustive, and we may update it at any time by updating this Agreement. If we determine that your Account is being used for any Prohibited Activity, we may immediately restrict, or close your Account and report the activity to applicable authorities, without prior notice to you and without liability. You will remain liable for all obligations related to your Account notwithstanding any such restrictions or closure.

I. 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 Account are not proceeds from any criminal activity (including, but not limited to, tax crimes). Funds in, and any income derived from, your Account will be disclosed to the relevant tax authorities, if required by law. All information you provide must be complete and accurate, including information concerning your citizenship, residence, tax residency, source of funds, and other information relevant to your legal or 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.

You agree to provide information concerning the source, ownership, destination, and purpose of funds and related digital-asset activity when requested. You may not use the Account to evade transaction monitoring, sanctions screening, tax reporting, or other legal obligations.

You are responsible for complying with laws applicable to any separate digital asset involved in a funding transaction or Conversion.

J. 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, distributed-ledger or blockchain events, smart contract failures, protocol changes, network congestion, custody system events, validator or node failures, chain reorganizations, cybersecurity incidents affecting the Tokenization System, 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.

A Force Majeure event may prevent or delay the corresponding Smart Contract or Blockchain event even after a transaction has been recorded in the Bank Records. The legal status of the deposit and transaction will be determined by the Bank Records and applicable transaction provisions of this Agreement.

A Force Majeure event may delay access to or processing of a transaction but does not eliminate SoFi Bank’s obligation to pay the properly recorded deposit balance in accordance with this Agreement.

K. Entire Understanding.

This Agreement, the SoFi Crypto Account Agreement to the extent applicable, the SoFi Bank Tokenized Deposit Rate Sheet, SoFi Bank Tokenized Deposit Fee Sheet, SoFi Bank Transaction Limits, Disclosures, transaction-specific terms, Account Statements, and other agreements governing a service you use collectively constitute the agreement concerning your Account.

The applicable SOFID agreement separately governs SOFID and external transfers or other uses of SOFID following a Conversion.

This Agreement controls over the SoFi Crypto Account Agreement and SOFID agreement with respect to the deposit status, ownership, Bank Records, interest, FDIC insurance, Redemption, setoff, legal process, and closure of the Tokenized Deposit Account.

The SOFID agreement controls with respect to SOFID after the applicable Conversion into SOFID has been completed.

L. 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.

XX. SoFi Bank Customer Confirmation, Consent, and Acknowledgement.

By acknowledging this Agreement:

- I confirm that the information provided in my application and enrollment process is true, complete, and accurate.
- I confirm that I have read, understand, and agree to this Agreement and each agreement or Disclosure incorporated into it.
- I understand that the Account is a deposit account of SoFi Bank and that SOFIE digitally represents the corresponding deposit balance.
- I understand that SOFIE is not a separate asset in addition to the corresponding deposit balance.
- I understand that SoFi Bank's Bank Records, and not a blockchain explorer or third-party display, are the official records of my Account.
- I understand that the Account does not provide checks, debit-card access, ATM access, ACH, wires, Zelle, bill pay, P2P transfers, cash deposits, remittances, or other conventional payment services unless SoFi Bank separately makes a service available.
- I understand that SOFIE is different from SOFID or SoFiUSD and that a Conversion between them involves separate transactions with different legal and regulatory characteristics.
- I understand that the deposit balance represented by SOFIE is eligible for FDIC insurance subject to applicable limits and aggregation rules.
- I understand that FDIC insurance protects against the failure of SoFi Bank and does not insure a wallet, private key, smart contract, technology system, or nondeposit digital asset.
- I understand that interest, if paid, is interest paid by SoFi Bank on the deposit balance and is not a staking or protocol reward.
- I authorize SoFi Bank to issue, record, restrict, redeem, cancel, and correct SOFIE as provided in this Agreement.
- I agree to promptly review my Account Statements and report suspected errors or unauthorized transactions.
- I acknowledge that the SoFi Crypto Account Agreement governs the SoFi Crypto interface and other digital-asset services, while this Agreement controls the banking and deposit aspects of SOFIE.
- I understand that SOFIE is recorded on a public Blockchain but that the Blockchain is a secondary technical record and the Bank Records are the official and controlling records of my Account, deposit balance, Available Balance, and ownership.
- I understand that the public Blockchain may show Outstanding SOFIE, Smart Contract events, wallet addresses, transaction identifiers, and other technical information.
- I understand that SOFIE and SOFID may use the same Smart Contract but are separate products with different legal, regulatory, deposit-insurance, and other characteristics.
- I understand that a Conversion may appear on the Blockchain as a transfer, movement, burn, mint, swap, or reclassification, but is legally a Redemption of SOFIE and the separate issuance or crediting of SOFID.
- I understand that I may move value from the Account by Redeeming SOFIE for U.S. dollars through a supported method or, if available, by Converting SOFIE into SOFID and transferring or using the SOFID under the separate terms applicable to SOFID.

- I understand that SoFi Bank may offer member-to-member or other Direct SOFIE Transfer functionality in the future, but no such functionality is available unless SoFi Bank expressly enables it and provides additional terms.
- I understand that a Blockchain Record or technical Smart Contract event alone does not transfer ownership of my Account or deposit balance.
- I understand that suspension or closure of my SoFi Crypto Account may prevent access through the SoFi Crypto interface but does not extinguish the Tokenized Deposit Account or corresponding deposit balance.
- I understand that a temporary discrepancy between the Bank Records and Blockchain Records does not, by itself, increase or reduce my deposit balance.