

THESE SAVEBETTER TERMS OF SERVICE CONSIST OF TWO PARTS. PART ONE APPLIES TO ANY CD OR MMDA ESTABLISHED BEFORE 11:00AM EST NOVEMBER 30, 2021. PART TWO APPLIES TO ANY CD OR MMDA ESTABLISHED ON OR AFTER 11:00AM EST NOVEMBER 30, 2021.

PART ONE (THESE TERMS OF SERVICE APPLY TO ANY CD OR MMDA ESTABLISHED BEFORE 11:00AM EST NOVEMBER 30, 2021)

SaveBetter™ Terms of Service

These SaveBetter™ Terms of Service (these “Terms”) govern your participation in a service (the “Service”) offered by Deposit Solutions LLC (“Deposit Solutions”) and made available to you by SaveBetter LLC (“SaveBetter,” “us” or “our” and, together with Deposit Solutions, the “Providers”). Each of Deposit Solutions and SaveBetter is a limited liability company with offices at 85 Broad Street, New York, New York 10004.

References to “you” and “your” mean the individual who enrolls in the Service by accurately providing your own personal identifying information as required in the Service enrollment process and by these Terms and who agrees to be bound by these Terms.

By marking the checkbox below indicating “I agree to the SaveBetter Terms of Service,” you agree to be bound by these Terms and certify that the information you provide to us is complete and correct.

1. Introduction.

(a) SaveBetter provides, and Deposit Solutions facilitates, the Service. By enrolling in the Service at www.SaveBetter.com (“SaveBetter.com”), you agree to be bound by these Terms. You agree that all of your communications regarding the Service, including communication regarding the Providers and any Bank (as defined below) will be through us.

(b) To be eligible for the Service, you must be a U.S. citizen or U.S. resident alien with a U.S. social security number, who resides in the U.S. and you must have an existing deposit account that you maintain at a depository institution in the U.S. (the “Customer Account”).

(c) The Service allows you to deposit funds to and withdraw funds from certificates of deposit (“CDs”) and savings accounts (also referred to as money market deposit accounts (“MMDAs”)) at participating depository institutions that are insured by the Federal Deposit Insurance Corporation (“FDIC”) (each such depository institution is referred to as a “Product Bank”). Your deposit to or withdrawal from a CD or MMDA via the Service is each referred to as a “Transaction.”

(d) The Service is designed so that your CD and MMDA deposits made through the Service will be eligible to receive deposit insurance coverage by the FDIC in accordance with and up to the maximum amount permitted by law at each Product Bank. Please be aware, however, that any

deposits you have at a Product Bank, whether through the Service or outside the Service, that you may hold in the same capacity (such as in an individual capacity or joint capacity) count toward the FDIC deposit insurance maximum amount, and any such amounts that you hold in the same capacity at a Product Bank that exceed the maximum insurance coverage by the FDIC will not be insured. For more information on FDIC deposit insurance, please see: <https://www.fdic.gov/deposit/covered/categories.html>. **You are solely responsible for monitoring the amount of funds you have on deposit at each Product Bank, whether through the Service or outside of the Service, to confirm that the deposits you hold in the same capacity at each Product Bank do not exceed the FDIC insurance maximum amount.**

(e) To process your Transactions, the Service uses an intermediary bank (referred to as the “Service Bank” and, together with each Product Bank, the “Banks”). The Service Bank will receive and hold your funds as custodian and will act as your agent. The Service Bank has established an omnibus custodial account at the Service Bank (the “Custodial Account”) to hold funds of individual customers participating in the Service, including you, until such amounts are transferred by the Service Bank to the applicable Deposit Account (as defined below) or Customer Account, as applicable. The Service Bank also has established omnibus custodial deposit accounts at each Product Bank to hold the funds deposited by individual customers participating in the Service, including your funds, into CDs and MMDAs at such Product Bank(s). Each of these omnibus custodial accounts is referred to as a “Deposit Account.” Each Deposit Account at a Product Bank will hold only funds of customers participating in the Service who choose to deposit money with such Product Bank and will be used solely for the purpose of the Service. Deposit Solutions will keep records of your beneficial ownership of funds in each Deposit Account.

(f) Deposit Solutions maintains a platform (the “Deposit Platform”) in connection with the Service. Deposit Solutions identifies Product Banks that participate in the Service. The Product Banks may change from time to time. The Deposit Platform or Deposit Solutions will process your Transactions by issuing instructions to the Service Bank, which will transfer funds among Deposit Accounts, Custodial Accounts and the Customer Account. **Neither SaveBetter nor Deposit Solutions receives or transfers any funds relating to any Transaction occurring through the Service.**

(g) SaveBetter will provide you with the current list of Product Banks available to you and their offers for CDs and MMDAs (referred to as “Offers”) via SaveBetter.com. SaveBetter or Deposit Solutions may change the list of Product Banks and Offers available to you at any time, but any change in such list shall not affect deposits that you have already made to a Product Bank.

2. Your Participation in the Service.

(a) Password.

(i) When you enroll in the Service via SaveBetter.com, you are required to create a username and password (collectively, “Password”) to access and use the Service. You may not share your Password with any third party. You agree not to delete, disable or otherwise circumvent any Password or permit or assist any other party to do so. You may change your Password only via SaveBetter.com. SaveBetter reserves the right to require you to change your Password at any time. Unless otherwise required by law, you are responsible for all transmissions, instructions, information, processes, click stream data or other communications attributable to your

Password, whether entered by you or any other person, and any agreement or consent communicated from such access shall be deemed to be a duly signed writing of yours sufficient to bind you.

(ii) If you believe your Password may have been lost or stolen, please contact us at once. Telephone or e-mail are the best ways to contact us. You can call us at 844-994-EARN (3276) or e-mail us at service@SaveBetter.com.

(b) Information About the Customer Account.

(i) In order to participate in the Service, you agree to provide us with the account number and routing number for the Customer Account via SaveBetter.com (SaveBetter refers to the account number and routing number of the Customer Account as the “Customer Account Information.”). For the first sixty (60) days following each deposit using the Service you may not update the Customer Account Information to refer to a different Customer Account. Once the sixty (60) day period from the date of your last deposit has ended, you may update the Customer Account Information from time to time. SaveBetter will use the Customer Account Information to process your Transactions.

(ii) You represent and warrant that the Customer Account Information is accurate, and that you own the Customer Account and have the right to authorize the Transactions in the Customer Account that are contemplated by these Terms.

(iii) You further consent and agree that SaveBetter may share the Customer Account Information with Deposit Solutions, the Service Bank and Product Banks solely for the purpose of carrying out your Transactions and the Service.

(iv) You agree to have available in the Customer Account a sufficient balance to cover the amount of all Transactions you initiate through the Service that require the withdrawal of funds from the Customer Account.

(c) Appointment of SaveBetter and Deposit Solutions as your Agents. By enrolling in the Service:

(i) You appoint SaveBetter as your authorized agent to process any Transaction you initiate through the Service, including, but not limited to, by (A) communicating your Transaction requests to Deposit Solutions, (B) sharing with Deposit Solutions all information necessary for Deposit Solutions to issue instructions to the Service Bank and Product Bank to carry out your requests, (C) authorizing Deposit Solutions to issue such instructions to the Service Bank and Product Bank, and (D) providing information to, and receiving information from, the Service Bank and Product Banks on your behalf.

(ii) You appoint Deposit Solutions as your authorized agent to issue instructions to the Service Bank and Product Banks to carry out any Transaction you initiate through the Service and any instructions related to your funds held in a Deposit Account, and to provide information to and receive information from SaveBetter, the Service Bank and Product Banks on your behalf.

(iii) You appoint each Provider as your authorized agent in requesting the use of

the Custodial Account and applicable Deposit Accounts to hold your funds, and you authorized each Provider to receive any information that Service Bank may provide to Deposit Solutions in connection with the Service, the Custodial Account or Deposit Accounts.

(d) Automated Clearing House Authorization. You authorize the Service Bank to initiate automated clearing house (“ACH”) debit entries to pull funds from the Customer Account for the purpose of executing Transactions you initiate through the Service to process the transfer of funds to CDs and MMDAs you select. You may withdraw this authorization by notifying us by phone at 844-994-EARN (3276) or by email at service@SaveBetter.com. If you withdraw your authorization, you will no longer be able to initiate deposit Transactions through the Service, and your participation in the Service will be terminated, subject to the orderly return of all funds in your CDs and MMDAs to you, as provided in Section 8(c).

(e) SaveBetter Privacy Policies. The protection of your non-public personal information, and requirements and restrictions related to any sharing of your non-public personal information with third parties, is subject to the federal Gramm-Leach-Bliley Act (“GLBA”) and may be subject to other requirements under state law. Our privacy policies applicable to your use of the Service and SaveBetter.com (the “SaveBetter Privacy Policies”) summarize our data practices, including your rights under GLBA and applicable state laws. The SaveBetter Privacy Policies are available on SaveBetter.com and are incorporated into these Terms. You hereby consent to our use, collection, storage, handling and sharing of your data in accordance with the SaveBetter Privacy Policies.

(f) Your Bank Account(s) Outside of the Service. In order to process ACH payments, under NACHA rules, Deposit Solutions is obligated to verify the Customer Account. The Service is connected to both Envestnet | Yodlee (“Yodlee”) and GIACT Systems LLC (“GIACT”). You have the choice to verify the Customer Account using Yodlee or GIACT. Before you instruct the deposit of your funds from the bank that maintains the Customer Account (“Your Outside Bank”) for the first time, Deposit Solutions seeks to verify the Customer Account Information and, depending on your choice, Yodlee or GIACT collects the applicable data and provides it to Deposit Solutions. Yodlee or GIACT act on behalf of Deposit Solutions in this process, which means your data is shared with Yodlee or GIACT, depending on which one you choose, as one of Deposit Solutions’ service providers. GIACT will comply with all applicable laws governing the security, collection, retention and use by it of your financial information (including checking account numbers, and all other personally identifiable customer information). For more information on how Yodlee collects, uses, stores, and handles your data, please see Envestnet | Yodlee’s Commitment to its Clients and their Users (www.yodlee.com/clients-consumers). If there is any inconsistency between Yodlee’s Commitment and these Terms regarding Yodlee’s activities, then Yodlee’s Commitment is correct. **You provide log-in credentials (“Credentials”) to your accounts at your own risk. By using the Service you agree that the data sources that maintain your accounts and any third parties that interact with your Credentials or account data in connection with the Service are not liable for any loss, theft, compromise, or misuse whatsoever in connection with the Service (including negligence), except to the extent such liability cannot be limited under applicable law. Data sources make no warranties of any kind related to the data provided by the Service--whether express, implied, statutory, or otherwise. Except for PDFs of official account documents, we retrieve on your behalf and provide to you without alteration, no data provided by the Service is an official record of any of your accounts.**

(g) Your Representations. You represent and covenant that (i) the information you provide to us in connection with the Service is true and correct and you will keep it accurate and up-to-date at all times; (ii) you will comply with these Terms and all applicable local, state, federal, and international laws, rules, and regulations in connection with your use of the Service and SaveBetter.com; and (iii) you are not, and will not become, subject to backup withholding.

(h) Death or Incompetence. If SaveBetter, the Service Bank or any Product Bank have reason to believe that you have died or that you have been declared legally incompetent, SaveBetter may place a hold on your access to the Service, and the Service Bank and Product Banks may retain your funds and refuse to accept deposits to, or permit withdrawals from, the Custodial Account or Deposit Accounts, until SaveBetter knows and has verified the identity of your successor. SaveBetter will require proof of death or adjudication of incompetence (e.g., certified copy of court order, death certificate, or official record). Until SaveBetter receives notice and any required proof of death or incompetence, SaveBetter may act as if you are alive and competent. In the event SaveBetter receives written notice from a personal representative, executor, administrator, conservator, or guardian purporting to represent you or your estate, SaveBetter, the Service Bank and each Product Bank shall be entitled to rely on all information supplied and representations made in such written notice to the full extent permitted by applicable law.

(i) Secondary Owners.

(i) You may add a secondary owner to your SaveBetter profile at any time during your participation in the Service (each, a “Secondary Owner”). Each Secondary Owner must (A) separately enroll in the Service and provide his or her personal identifying information as required in the Service enrollment process and by these Terms and agree to be bound by these Terms, where applicable, and (B) establish a username and password to access and use the Service.

(ii) A Secondary Owner shall have the authority to (A) view the CDs and/or MMDAs for which you have added such person as a Secondary Owner through SaveBetter.com (“Joint CDs/MMDAs”), and (B) make withdrawals from such Joint CDs/MMDAs to be deposited into the designated Customer Account. A Secondary Owner shall not have authority to perform any other activity with respect to such Joint CDs/MMDAs or the Service, including (without limitation) (w) making deposits to Joint CDs/MMDAs or any other CDs or MMDAs, (x) changing the Customer Account, (y) changing your profile information on SaveBetter.com, or (z) adding any additional Secondary Owners to your SaveBetter profile.

(iii) You agree that each Secondary Owner acts as your agent, and that you are responsible for all acts and omissions of each Secondary Owner with respect to the Service. You authorize each Secondary Owner to have the authority with respect to Joint CDs/MMDAs as provided for in Section 2(i)(ii). We may act and rely on the instructions of each Secondary Owner without liability to any other Secondary Owner or you. In addition, if you, or any Secondary Owner, authorizes any other person to use your Password to SaveBetter.com, we may act and rely on the instructions of such authorized users without liability to you or any Secondary Owner. You and each Secondary Owner are jointly and severally liable to us for all fees, charges, and other amounts owed to us in connection with the Service.

(iv) References herein to “you” and “your” shall include Secondary Owners (as applicable), provided, however, that such references shall not authorize any Secondary Owner to act other than as provided in Section 2(i)(ii).

(j) Suspension of your participation in the Service. SaveBetter may, in our sole discretion, and without any prior notice, suspend your access to and use of the Service (i) if you engage in suspicious activity; (ii) for your actual or suspected failure to comply with these Terms; or (iii) if directed to do so by a Product Bank or Service Bank.

3. Additional Terms Relating to Product Banks and Offers.

(a) Consent to Receive Offers. You agree that SaveBetter may present you, via SaveBetter.com, by e-mail or by text (subject to applicable law) with Offers from Product Banks containing the terms for the CDs and MMDAs of those Product Banks.

(b) Offer Terms.

(i) The terms of each Offer shall be determined by each applicable Product Bank and shall be set forth in the applicable Offer.

(ii) You acknowledge and agree that each Product Bank is solely responsible for establishing the terms of its Offers and for fulfilling its Offers, and that neither SaveBetter nor Deposit Solutions shall have any responsibility or liability with respect to such terms or the failure of any Product Bank to fulfill any Offer.

(c) Overview of Product Types and Interest Calculation. The specific terms of each CD or MMDA will be included in the applicable Offer. The following provides general information about CDs, MMDAs and interest calculations. To the extent that there is any conflict between the following and any Offer terms established by a Product Bank, the Product Bank's Offer terms shall govern.

(i) CDs.

(A) CDs are time deposits in which you deposit funds and agree to leave those funds on deposit for the duration of the term of the CD, which will be specified in the applicable Offer. Your initial deposit to a CD will be the principal value of the CD. Additional deposits into the same CD cannot be made after the initial deposit is made. However, you may be able to separately deposit funds into a CD with the same Offer terms.

(B) If you withdraw any funds from a CD prior to its maturity date, you may be subject to a penalty, which will be set forth in the applicable Offer terms.

(C) Prior to the maturity date for a CD in which you have made a deposit, SaveBetter will give you notice telling you the maturity date.

(1) If the Offer terms of your CD provide that the CD will automatically renew, our notice will give you information about the terms of the renewal CD. If you do not wish to renew the CD, or, to the extent permitted, wish to withdraw a portion of the funds from the CD on its maturity date, prior to the maturity date you must request a withdrawal, which will be effective on the maturity date. Any amounts that you do not withdraw will be deposited in the renewed CD at the terms applicable on the date of renewal.

(2) If the Offer terms of your CD provide that the CD will not automatically renew, or you choose not to renew your CD, the Deposit Platform or Deposit Solutions will issue instructions to the Service Bank to withdraw the principal and accrued interest on the CD, and such funds will be transferred to the Customer Account.

(ii) MMDAs.

(A) MMDAs are savings accounts in which you can deposit funds for any period of time you choose.

(B) You may request to close an MMDA by contacting us by phone at 844-994-EARN (3276), in accordance with the terms of the MMDA. When we receive your request, we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank to carry out the Transaction. If we receive your request to close an MMDA by 1:30 p.m. on a day that is not a Saturday, Sunday, or bank holiday (“Business Day”), we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank and, unless there is an unexpected problem, your request to close your MMDA will be completed and any funds remaining in the MMDA will be returned to you on the next Business Day. If we receive your request after 1:30 p.m. on a Business Day, or on a day that is not a Business Day, we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank and, unless there is an unexpected problem, your request to close your account will be completed and any funds remaining in the MMDA will be returned to you on the second Business Day.

(iii) Interest and APY. Each Offer will specify, among other terms, the interest rate and annual percentage yield (“APY”) for the Deposit Account covered by such Offer, and how the applicable Product Bank will calculate interest for the Deposit Account covered by such Offer. This will include when interest is compounded and credited to the applicable Deposit Account and whether, if you withdraw funds before interest has accrued, you will be paid interest through the date of withdrawal. The Offer terms also will specify whether interest is calculated using the Daily Balance Method or the Average Daily Balance Method. The “Daily Balance Method” means that the interest will be calculated each day by applying a daily interest rate (based on the annual interest rate specified in the Offer) to the actual balance in the Deposit Account on each day. The “Average Daily Balance Method” means that the interest will be calculated each day by applying a daily interest rate (based on the annual interest rate specified in the Offer) to the average balance in the Deposit Account each day (which is determined by adding the full amount of the principal balance in the Deposit Account on each day during the month and dividing that total by the number of days in the month).

(d) Deposit Records. Deposit Solutions will keep records of your beneficial ownership of funds in each Deposit Account on behalf of the Service Bank.

(e) Deposits. You may elect to deposit funds to an MMDA or CD via SaveBetter.com. When SaveBetter receives your request, we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank to carry out the Transaction. If SaveBetter receives a request from you via SaveBetter.com to transfer funds to a CD or MMDA by 4:30 p.m. on a Business Day, we will communicate your request to the

Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank and, unless there is an unexpected problem, your transfer will be completed on the next Business Day. If SaveBetter receives your request after 4:30 p.m. on a Business Day, or on a day that is not a Business Day, we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank and, unless there is an unexpected problem, your transfer will be completed on the second Business Day.

(f) Withdrawals.

(i) When you deposit funds to a MMDA through the Service, the Product Bank reserves the right to require seven (7) days' written notice prior to a withdrawal or transfer of the funds, subject to the terms of the applicable MMDA. Your funds will earn interest in accordance with the terms of the applicable MMDA during this hold period.

(ii) When you deposit funds to a CD through the Service, the Product Bank requires seven (7) days' prior written notice for early withdrawals, subject to the terms of the applicable CD. Your funds will earn interest in accordance with the terms of the applicable CD during this hold period.

(iii) You may request to withdraw funds from a CD or MMDA, in accordance with the terms of the applicable CD or MMDA and subject to having the requested withdrawal amount in your available balance, via SaveBetter.com or by calling customer service at 844-994-EARN (3276) any time between 9 a.m. EST and 4 p.m. EST.

(iv) Your total balance is the total amount of funds in your CD or MMDA account which is earning interest to date. This may include funds that are on hold or not yet available for withdrawal. Your available balance is the amount of funds that you can access at this time.

(v) When we receive your request to withdraw funds from a CD or MMDA, we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank to carry out the Transaction. If we receive your withdrawal request via the SaveBetter.com by 1:30 p.m. on a Business Day, we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank and, unless there is an unexpected problem, your withdrawal will be completed on the next Business Day. If we receive your request after 1:30 p.m. on a Business Day, or on a day that is not a Business Day, we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank and, unless there is an unexpected problem, your withdrawal will be completed on the second Business Day.

4. Additional Terms Relating to the Service Bank.

(a) Service Bank Custodial Agreement. Before you can initiate any Transactions in the Service, you must have agreed to the terms of a custodial agreement with the Service Bank by electronically consenting to such terms via SaveBetter.com or otherwise as provided by us. If there is a change in the Service Bank, you agree that your custodial agreement with the Service Bank may be assigned to a new Service Bank, or that you may be required to agree to the terms of a custodial agreement with the new Service Bank.

(b) Custodial Account. The Custodial Account at the Service Bank will hold funds of

all customers participating in the Service and will be used solely for the purpose of processing Transactions by such customers. Deposit Solutions will keep records of your beneficial ownership of funds in the Custodial Account.

5. Periodic Statements and Tax Statements.

(a) SaveBetter, Deposit Solutions or another third party acting on our behalf, will provide you, via SaveBetter.com, e-mail or text (subject to applicable law) with a consolidated monthly statement regarding your Transactions and your CDs and MMDAs.

(b) Where required by law, SaveBetter, Deposit Solutions, or another third party acting on our behalf, will issue you, on behalf of the applicable Product Banks, a Form 1099-INT which will set forth your gross interest earned (i.e., interest before fees).

6. Additional Terms Relating to Your Use of SaveBetter.com.

(a) License. So long as you comply with these Terms, SaveBetter grants you a limited, non-exclusive, as-is, revocable, non-transferable license, without right of sublicense, to use SaveBetter.com solely for the purpose of participating in the Service. You may download information from SaveBetter.com and print out hard copies for your personal use, so long as you do not remove any copyright or other notice as may be contained in such information, as downloaded. You may not use SaveBetter.com for any other purpose. If you are prohibited under applicable law from using SaveBetter.com, you may not use it.

(b) Ownership. As between you and us, we own and retain all right, title, and interest, including all intellectual property rights, in and to SaveBetter.com and all content contained therein and our systems and services (collectively, the “SaveBetter Property”). SaveBetter, our licensors, or third party partners own and retain all right, title, and interest in all names, trade names, trademarks, service marks, slogans, logos, domain names, or other indicia of SaveBetter or the Service or its licensors or third party partners used in connection with SaveBetter.com and the Service (collectively, the “SaveBetter Trademarks”). You have no right to use any SaveBetter Trademark in any manner without the advance written permission of the owner of that SaveBetter Trademark. SaveBetter reserves all rights in the SaveBetter Property and SaveBetter Trademarks not expressly granted to you in these Terms. Nothing in these Terms gives you any right, title, or interest, including any intellectual property rights, in or to Deposit Solutions systems, services, or intellectual property owned or licensed by Deposit Solutions.

(c) Your Conduct. You may not use SaveBetter.com for any purpose other than as set forth in these Terms. Without limitation of the foregoing, you will not: (i) use SaveBetter.com or any of the content contained therein in connection with any fraudulent or illegal conduct, transaction, or business, as determined by us in our sole discretion; (ii) “spam” others or “phish” for others’ personal information; (iii) enroll in the Service by automated means or under false or fraudulent pretenses or create or use a false identity; (iv) disrupt, interfere with, circumvent, or interfere with any security mechanism used by or on behalf of us, including in SaveBetter.com; (v) disrupt or interfere with any other user’s enjoyment of SaveBetter.com or the Service; (vi) use, frame, or use framing techniques to enclose any SaveBetter Trademarks or other proprietary information; (vii) use meta tags or any other “hidden text” using SaveBetter Trademarks; (viii) use SaveBetter.com in a manner that is defamatory, inaccurate, profane, threatening, invasive of a

person's privacy, violative of any third party proprietary rights, or in violation of any law or regulation; (ix) transmit any viruses, worms, defects, Trojan horses, or any programming of a destructive nature; (x) use or launch any automated system, including "robots," "spiders," or "offline readers," to access SaveBetter.com; (xi) act as an intermediary, aggregator, or service bureau yourself or on behalf of any third party; (xii) rent, lease, loan, trade, sell, re-sell, or otherwise charge any party for access to SaveBetter.com; (xiii) decompile, reverse engineer, or otherwise access or attempt to access the source code for SaveBetter.com or otherwise relating to SaveBetter.com, or make or attempt to make any modification to SaveBetter.com (except to the extent the foregoing prohibition is not permitted under applicable law); (xiv) gain access to or use the Service or our systems or SaveBetter.com other than as permitted under these Terms, or damage, disrupt, or impede the operation of SaveBetter.com, the Service, our services or systems; or (xv) attempt to do any of the foregoing acts, or assist or permit any person in engaging in any of the foregoing acts.

(d) Modifications to SaveBetter.com. The information displayed on SaveBetter.com may include technical inaccuracies or typographical errors. SaveBetter may, from time to time, amend, change, add, delete, update or alter the information contained on SaveBetter.com without notice.

(e) Third-party Sites. SaveBetter.com may contain third party content and links to third party sites or popups served by or on behalf of third parties that are independent of SaveBetter.com and not owned or controlled by us ("Third-party Sites"). Links to Third-party Sites are included, and popups served by or on behalf of third parties are facilitated, solely for your convenience and do not constitute any approval, endorsement, or warranty by us. Moreover, we are not responsible for the content, security, operation, or use of any Third-party Sites, the products or services that may be offered or obtained through them, or for the accuracy, completeness, or reliability of any information obtained from a Third-party Site. When you click on a link to or in a pop-up of a Third-party Site, you will leave the services controlled by us. Any personal information you submit after you leave SaveBetter.com will not be collected or controlled by us. It will be subject to the privacy notice and terms of use applicable to that Third-party Site. It is your responsibility to review those policies before submitting your information to the Third-party Site and you provide your information at your own risk. YOU EXPRESSLY RELIEVE US FROM ANY AND ALL LOSS, DAMAGES OR OTHER LIABILITIES YOU INCUR AS A RESULT OF YOUR ACCESS TO OR USE OF ANY THIRD-PARTY SITE.

7. Customer Service

Should you have any concerns, you can call us at 844-994-EARN (3276), or e-mail us at service@SaveBetter.com.

8. Term and Termination

(a) These Terms shall remain in effect until terminated as described herein.

(b) You may terminate your participation in the Service at any time by calling customer service at 844-994-EARN (3276) between 9 a.m. EST and 4 p.m. EST, or e-mailing us at service@SaveBetter.com, *provided* that, at the time you terminate your participation, you have no

funds held in a CD or MMDA or you request the orderly withdrawal of all of your funds from all CDs and MMDAs, in accordance with the terms of such CDs and MMDAs (which may, in the case of an immediate withdrawal of funds from a CD, include an early withdrawal penalty).

(c) If (i) you fail to comply with these Terms, (ii) you withdraw your ACH authorization in accordance with Section 2(d), or (iii) we reasonably suspect fraud has occurred in connection with your account, your participation in the Service will be terminated without prior notice. If your participation in the Service is terminated, you agree to the orderly withdrawal of all of your funds from all CDs and MMDAs and you direct SaveBetter to communicate a withdrawal instruction to the Deposit Platform, and you agree that on your behalf the Deposit Platform or Deposit Solutions may issue instructions to the Service Bank and Product Banks to process the orderly return of all funds in your CDs and MMDAs to the Customer Account, (which may, in the case of an immediate withdrawal of funds from a CD, include an early withdrawal penalty).

(d) At the direction of a Product Bank, your participation in the Service with respect to that Product Bank may be terminated without prior notice. If your participation in the Service is terminated with respect to a Product Bank, you agree to the orderly withdrawal of all of your funds from all CDs and MMDAs at that Product Bank and you direct SaveBetter to communicate a withdrawal instruction to the Deposit Platform, and you agree that on your behalf the Deposit Platform or Deposit Solutions may issue instructions to the Service Bank and the relevant Product Bank to process the orderly return of all funds in your CDs and MMDAs at the relevant Product Bank to the Customer Account, (which may, in the case of an immediate withdrawal of funds from a CD, include an early withdrawal penalty).

9. Arbitration.

RESOLUTION OF DISPUTES: YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN PARAGRAPH (b) BELOW.

(a) Either party to these Terms, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this Section 9 (the "Arbitration Provision"), unless you opt out as provided in Section 9(b) below. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us (or persons claiming through or connected with us), on the other hand, relating to or arising out of these Terms, the Service, SaveBetter.com or the Deposit Platform and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including (except to the extent provided otherwise in the last sentence of Section 9(f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entirety of these Terms. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counterclaims, crossclaims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

(b) You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt-out notice to us at service@SaveBetter.com, **which is received at the specified address within 30 days of the date of your electronic acceptance of the terms of these Terms**. The opt-out notice must clearly state that you are rejecting arbitration; identify the Terms to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt-out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt-out notice on your behalf.

(c) The party initiating arbitration shall do so with the American Arbitration Association (the "AAA"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the AAA, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call (800) 778-7879 or visit the AAA's web site at: www.adr.org. In the case of a conflict between the rules and policies of the AAA and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. If the AAA is unable or unwilling to administer the arbitration, then either you or we may petition a court to designate an arbitrator.

(d) If we elect arbitration, we shall pay all of the AAA's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the AAA, or in accordance with countervailing law if contrary to the AAA's rules. SaveBetter shall pay the AAA's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the AAA's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, the statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

(e) Any award by the arbitrator shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

(f) SaveBetter agrees not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. **NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS A PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT.** Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring Claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with

respect to the Claims in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (ii) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this Section 9(f), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Section 9(f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

(g) This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

(h) This Arbitration Provision shall survive: (i) suspension, termination, revocation, closure, or amendments to these Terms and the relationship of the parties; and (ii) the bankruptcy or insolvency of any party or other person. If any portion of this Arbitration Provision other than Section 9(f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in Section 9(f) are finally adjudicated pursuant to the last sentence of Section 9(f) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

(i) THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

10. Miscellaneous.

(a) Use of Service Providers. You agree that we may use third-party service providers and subcontractors to perform any of our obligations under these Terms.

(b) DISCLAIMER OF WARRANTIES. THE SERVICE IS PROVIDED “AS IS”, AND NEITHER WE, DEPOSIT SOLUTIONS NOR ANY THIRD PARTY THAT CONTRIBUTES IN ANY MANNER TO THE SERVICE, DEPOSIT PLATFORM OR SAVEBETTER.COM MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING WARRANTIES (I) WITH RESPECT TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE SERVICE, THE DEPOSIT PLATFORM, OR SAVEBETTER.COM; OR (II) THAT THE SERVICE, DEPOSIT PLATFORM OR USE OF SAVEBETTER.COM SHALL BE UNINTERRUPTED OR ERROR FREE. FURTHER, WE, DEPOSIT SOLUTIONS AND ANY THIRD PARTY THAT CONTRIBUTES IN ANY MANNER TO THE SERVICE, DEPOSIT PLATFORM OR SAVEBETTER.COM DISCLAIM ANY EXPRESS OR IMPLIED

WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE, DEPOSIT PLATFORM OR SAVEBETTER.COM.

(c) LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE, DEPOSIT SOLUTIONS, THE SERVICE BANK OR THE PRODUCT BANKS, OR THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES OR CONTROLLING ENTITIES OR THEIR THIRD PARTY VENDORS, CONTRACTORS, TECHNOLOGY OR CONTENT PROVIDERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, AGENTS AND EMPLOYEES (THE “PROVIDER PARTIES”) HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY COSTS, LIABILITIES OR DAMAGES OF ANY KIND, WHETHER DIRECT, CONSEQUENTIAL OR PUNITIVE, ARISING OUT OF, OR IN CONNECTION WITH, THESE TERMS, THE SERVICE, THE DEPOSIT PLATFORM OR SAVEBETTER.COM, OR THE PERFORMANCE OR BREACH OF THESE TERMS, OR FOR YOUR OR ANY OTHER PERSON’S USE OF, OR INABILITY TO USE, THE SERVICE, DEPOSIT PLATFORM OR SAVEBETTER.COM. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER ANY PROVIDER PARTY KNOWS OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

(d) Your Indemnification Obligations. You agree to indemnify, defend and hold the Provider Parties harmless from and against any and all losses, liabilities, judgments, arbitration awards, settlements, expenses, damages and costs, including attorneys’ fees and disbursements, as incurred by any of them arising in any manner out of or relating to your use of, or inability to use, the Service, Deposit Platform or SaveBetter.com or any breach or alleged breach by you of these Terms. You shall cooperate with us as fully as reasonably required in the defense of any third-party claim subject to these indemnity provisions. SaveBetter reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not in any event settle such a matter without our prior written consent.

(e) Force Majeure. SaveBetter shall not be liable for loss or damage or be deemed to be in default under these Terms if our delay or failure to perform our obligations results from acts of God, natural disasters, fires, pandemics, epidemics, strikes, embargoes, war, terrorism, insurrection, riot or other cause beyond our reasonable control.

(f) Entire Agreement; Amendment. These Terms are the complete and exclusive agreement between you and us with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. These Terms may be amended at any time by us by posting the amended terms on SaveBetter.com, to be effective upon posting. If you continue to participate in the Service after the effective date of any such change in terms, you agree to such revised terms.

(g) Third-Party Beneficiaries. You agree that the Provider Parties are third-party beneficiaries of these Terms and shall have the right to enforce these Terms against you.

(h) Assignment. You may not transfer or assign these Terms or any of your rights or

obligations under these Terms, in whole or in part, without our prior consent, which we may withhold in our sole discretion. Subject to the foregoing, these Terms shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

(i) Governing Law. These Terms shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, the courts of which shall have exclusive jurisdiction over any dispute arising hereunder (except as provided in Section 9 regarding Arbitration).

(j) Waiver. No delay or failure to exercise any right or remedy under these Terms is deemed to be a waiver of such right or remedy. No waiver of a single breach or default under these Terms is a waiver of any other breach or default. The failure of any party at any time to require performance by any other party of any provision of these Terms shall in no way affect the right of such party to require performance of that provision. Any waiver under these Terms must be in writing signed by the waiving party.

(k) Severability. If any provision of these Terms or the application thereof to any party or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of these Terms and the application of such provision to the parties or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by law.

Agreement to SaveBetter Terms of Service

By marking the checkbox indicating “I agree to the SaveBetter Terms of Service,” you agree to be bound by these Terms as a condition for participating in the Service. If you do not agree to the SaveBetter Terms of Service, do not click “I agree to the SaveBetter Terms of Service” and your enrollment in the Service will be terminated.

PART TWO (THESE TERMS OF SERVICE APPLY TO ANY CD OR MMDA ESTABLISHED ON OR AFTER 11:00AM EST NOVEMBER 30, 2021)

SaveBetter™ Terms of Service

These SaveBetter™ Terms of Service (these “Terms”) govern your participation in a service (the “Service”) offered by Deposit Solutions LLC (“Deposit Solutions”) and made available to you by SaveBetter LLC (“SaveBetter,” “us” or “our” and, together with Deposit Solutions, the “Providers”). Each of Deposit Solutions and SaveBetter is a limited liability company with offices at 85 Broad Street, New York, New York 10004.

References to “you” and “your” mean the individual who enrolls in the Service by accurately providing your own personal identifying information as required in the Service enrollment process and by these Terms and who agrees to be bound by these Terms.

By marking the checkbox below indicating “I agree to the SaveBetter Terms of Service,” you agree to be bound by these Terms and certify that the information you provide to us is complete and correct.

1. Introduction.

(a) SaveBetter provides, and Deposit Solutions facilitates, the Service. By enrolling in the Service at www.SaveBetter.com (“SaveBetter.com”), you agree to be bound by these Terms. You agree that all of your communications regarding the Service, including communication regarding the Providers and any Product Bank, Service Bank, or Custodial Bank (as defined herein) will be through us.

(b) To be eligible for the Service, you must be a U.S. citizen or U.S. resident alien with a U.S. social security number, who resides in the U.S. and you must have an existing deposit account that you maintain at a depository institution in the U.S. (the “Customer Account”).

(c) The Service allows you to deposit funds to and withdraw funds from certificates of deposit (“CDs”) and savings accounts (also referred to as money market deposit accounts (“MMDAs”)) at participating depository institutions that are insured by the Federal Deposit Insurance Corporation (“FDIC”) (each such depository institution is referred to as a “Product Bank”). Your deposit to or withdrawal from a CD or MMDA via the Service is each referred to as a “Transaction.”

(d) The Service is designed so that your CD and MMDA deposits made through the Service will be eligible to receive deposit insurance coverage by the FDIC in accordance with and up to the maximum amount permitted by law at each Product Bank. Please be aware, however, that any deposits you have at a Product Bank, whether through the Service or outside the Service, that you may hold in the same capacity (such as in an individual capacity or joint capacity) count toward the FDIC deposit insurance maximum amount, and any such amounts that you hold in the same capacity at a Product Bank that exceed the maximum insurance coverage by the FDIC will not be insured. For more information on FDIC deposit insurance, please see:

<https://www.fdic.gov/deposit/covered/categories.html>. **You are solely responsible for monitoring the amount of funds you have on deposit at each Product Bank, whether through the Service or outside of the Service, to confirm that the deposits you hold in the same capacity at each Product Bank do not exceed the FDIC insurance maximum amount.**

(e) To process your Transactions, the Service uses a financial institution as a fund transfer service provider (referred to as the “Service Bank”).

(f) When you make a deposit, the Service Bank will process the transfer of your funds from the Customer Account to the Product Bank. A Product Bank or another financial institution (such financial institution or the Product Bank when acting in its capacity as custodian, the “Custodial Bank”) will hold the funds deposited by customers participating in the Service, including your funds, into CDs and MMDAs in an omnibus custodial deposit account at such Product Bank(s). Each of these omnibus custodial accounts is referred to as a “Deposit Account.” Each Deposit Account at a Product Bank will hold only funds of customers participating in the Service who choose to deposit money with such Product Bank and will be used solely for the purpose of the Service. Deposit Solutions will keep records of your beneficial ownership of funds in each Deposit Account.

(g) When you make a withdrawal, the Service Bank will transfer the funds through the FBO Account (as defined later in this paragraph) at the Service Bank, where they will be held temporarily, and then transfer the funds to the Customer Account. For this purpose, the Service Bank has established an omnibus account at the Service Bank (the “FBO Account”) to hold funds of customers participating in the Service, including you, until such amounts are transferred by the Service Bank to the Customer Account. Deposit Solutions will keep records of your beneficial ownership of funds in the FBO Account.

(h) Deposit Solutions maintains a platform (the “Deposit Platform”) in connection with the Service. Deposit Solutions identifies Product Banks that participate in the Service. The Product Banks may change from time to time. The Deposit Platform or Deposit Solutions will process your Transactions by issuing instructions to the Service Bank, which will transfer funds among Deposit Accounts, the FBO Account (for withdrawals only), and the Customer Account (which you may change or update from time to time as described in Section 0 below). **Neither SaveBetter nor Deposit Solutions receives or transfers any funds relating to any Transaction occurring through the Service.**

(i) SaveBetter will provide you with the current list of Product Banks available to you and their offers for CDs and MMDAs (referred to as “Offers”) via SaveBetter.com. SaveBetter or Deposit Solutions may change the list of Product Banks and Offers available to you at any time, but any change in such list shall not affect deposits that you have already made to a Product Bank.

2. Your Participation in the Service.

(a) Password.

(i) When you enroll in the Service via SaveBetter.com, you are required to create a username and password (collectively, “Password”) to access and use the Service. You may not share your Password with any third party. You agree not to delete, disable or otherwise

circumvent any Password or permit or assist any other party to do so. You may change your Password only via SaveBetter.com. SaveBetter reserves the right to require you to change your Password at any time. Unless otherwise required by law, you are responsible for all transmissions, instructions, information, processes, click stream data or other communications attributable to your Password, whether entered by you or any other person, and any agreement or consent communicated from such access shall be deemed to be a duly signed writing of yours sufficient to bind you.

(ii) If you believe your Password may have been lost or stolen, please contact us at once. Telephone or e-mail are the best ways to contact us. You can call us at 844-994-EARN (3276) or e-mail us at service@SaveBetter.com.

(b) Information About the Customer Account.

(i) In order to participate in the Service, you agree to provide us with the account number and routing number for the Customer Account via SaveBetter.com – see also Section 0 below. (SaveBetter refers to the account number and routing number of the Customer Account as the “Customer Account Information.”) For the first sixty (60) days following each deposit using the Service you may not update the Customer Account Information to refer to a different Customer Account. Once the sixty (60) day period from the date of your last deposit has ended you may update the Customer Account Information from time to time. SaveBetter will use the Customer Account Information to process your Transactions.

(ii) You represent and warrant that the Customer Account Information is accurate, and that you own the Customer Account and have the right to authorize the Transactions in the Customer Account that are contemplated by these Terms.

(iii) You further consent and agree that SaveBetter may share the Customer Account Information with Deposit Solutions, the Service Bank, Custodial Bank, and Product Banks solely for the purpose of carrying out your Transactions and the Service.

(iv) You agree to have available in the Customer Account a sufficient balance to cover the amount of all Transactions you initiate through the Service that require the withdrawal of funds from the Customer Account.

(c) Appointment of SaveBetter and Deposit Solutions as your Agents. By enrolling in the Service:

(i) You appoint SaveBetter as your authorized agent to process any Transaction you initiate through the Service, including, but not limited to, by (A) communicating your Transaction requests to Deposit Solutions, (B) sharing with Deposit Solutions all information necessary for Deposit Solutions to issue instructions to the Service Bank and Product Bank to carry out your requests, (C) authorizing Deposit Solutions to issue such instructions to the Service Bank and Product Bank, and (D) providing information to, and receiving information from, the Service Bank, Custodial Bank, and Product Banks on your behalf.

(ii) You appoint Deposit Solutions as your authorized agent to issue instructions to the Service Bank and Product Banks to carry out any Transaction you initiate through the

Service and any instructions related to your funds held in a Deposit Account, and to provide information to and receive information from SaveBetter, the Service Bank, Custodial Bank and Product Banks on your behalf.

(d) Automated Clearing House Authorization. You authorize the Service Bank to initiate automated clearing house (“ACH”) debit entries to pull funds from the Customer Account for the purpose of executing Transactions you initiate through the Service to process the transfer of funds to CDs and MMDAs you select. You may withdraw this authorization by notifying us by phone at 844-994-EARN (3276) or by email at service@SaveBetter.com. If you withdraw your authorization, you will no longer be able to initiate deposit Transactions through the Service, and your participation in the Service will be terminated, subject to the orderly return of all funds in your CDs and MMDAs to you, as provided in Section 8(c).

(e) SaveBetter Privacy Policies. The protection of your non-public personal information, and requirements and restrictions related to any sharing of your non-public personal information with third parties, is subject to the federal Gramm-Leach-Bliley Act (“GLBA”) and may be subject to other requirements under state law. Our privacy policies applicable to your use of the Service and SaveBetter.com (the “SaveBetter Privacy Policies”) summarize our data practices, including your rights under GLBA and applicable state laws. The SaveBetter Privacy Policies are available on SaveBetter.com and are incorporated into these Terms. You hereby consent to our use, collection, storage, handling and sharing of your data in accordance with the SaveBetter Privacy Policies.

(f) Your Bank Account(s) Outside of the Service. In order to process ACH payments, under NACHA rules, Deposit Solutions is obligated to verify the Customer Account. The Service is connected to both Envestnet | Yodlee (“Yodlee”) and GIACT Systems LLC (“GIACT”). You have the choice to verify the Customer Account using Yodlee or GIACT. Before you instruct the deposit of your funds from the bank that maintains the Customer Account (“Your Outside Bank”) for the first time, Deposit Solutions seeks to verify the Customer Account Information and, depending on your choice, Yodlee or GIACT collects the applicable data and provides it to Deposit Solutions. Yodlee or GIACT act on behalf of Deposit Solutions in this process, which means your data is shared with Yodlee or GIACT, depending on which one you choose, as one of Deposit Solutions’ service providers. GIACT will comply with all applicable laws governing the security, collection, retention and use by it of your financial information (including checking account numbers, and all other personally identifiable customer information). For more information on how Yodlee collects, uses, stores, and handles your data, please see Envestnet | Yodlee’s Commitment to its Clients and their Users (www.yodlee.com/clients-consumers). If there is any inconsistency between Yodlee’s Commitment and these Terms regarding Yodlee’s activities, then Yodlee’s Commitment is correct. **You provide log-in credentials (“Credentials”) to your accounts at your own risk. By using the Service you agree that the data sources that maintain your accounts and any third parties that interact with your Credentials or account data in connection with the Service are not liable for any loss, theft, compromise, or misuse whatsoever in connection with the Service (including negligence), except to the extent such liability cannot be limited under applicable law. Data sources make no warranties of any kind related to the data provided by the Service--whether express, implied, statutory, or otherwise. Except for PDFs of official account documents, we retrieve on your behalf and provide to you without alteration, no data provided by the Service is an official record of any of your accounts.**

(g) Your Representations. You represent and covenant that (i) the information you provide to us in connection with the Service is true and correct and you will keep it accurate and up-to-date at all times; (ii) you will comply with these Terms and all applicable local, state, federal, and international laws, rules, and regulations in connection with your use of the Service and SaveBetter.com; and (iii) you are not, and will not become, subject to backup withholding.

(h) Death or Incompetence. If SaveBetter, the Service Bank, Custodial Bank, or any Product Bank have reason to believe that you have died or that you have been declared legally incompetent, SaveBetter may place a hold on your access to the Service, and the Service Bank and Product Banks may retain your funds and refuse to accept deposits to the Deposit Accounts, or permit withdrawals through the FBO Account or Deposit Accounts, until SaveBetter knows and has verified the identity of your successor. SaveBetter will require proof of death or adjudication of incompetence (e.g., certified copy of court order, death certificate, or official record). Until SaveBetter receives notice and any required proof of death or incompetence, SaveBetter may act as if you are alive and competent. In the event SaveBetter receives written notice from a personal representative, executor, administrator, conservator, or guardian purporting to represent you or your estate, SaveBetter, the Service Bank, Custodial Bank and each Product Bank shall be entitled to rely on all information supplied and representations made in such written notice to the full extent permitted by applicable law.

(i) Secondary Owners.

(i) You may add a secondary owner to your SaveBetter profile at any time during your participation in the Service (each, a “Secondary Owner”). Each Secondary Owner must (A) separately enroll in the Service and provide his or her personal identifying information as required in the Service enrollment process and by these Terms and agree to be bound by these Terms, where applicable, and (B) establish a username and password to access and use the Service.

(ii) A Secondary Owner shall have the authority to (A) view the CDs and/or MMDAs for which you have added such person as a Secondary Owner through SaveBetter.com (“Joint CDs/MMDAs”), and (B) make withdrawals from such Joint CDs/MMDAs to be deposited into the designated Customer Account. A Secondary Owner shall not have authority to perform any other activity with respect to such Joint CDs/MMDAs or the Service, including (without limitation) (w) making deposits to Joint CDs/MMDAs or any other CDs or MMDAs, (x) changing the Customer Account, (y) changing your profile information on SaveBetter.com, or (z) adding any additional Secondary Owners to your SaveBetter profile.

(iii) You agree that each Secondary Owner acts as your agent, and that you are responsible for all acts and omissions of each Secondary Owner with respect to the Service. You authorize each Secondary Owner to have the authority with respect to Joint CDs/MMDAs as provided for in Section 0. We may act and rely on the instructions of each Secondary Owner without liability to any other Secondary Owner or you. In addition, if you, or any Secondary Owner, authorizes any other person to use your Password to SaveBetter.com, we may act and rely on the instructions of such authorized users without liability to you or any Secondary Owner. You and each Secondary Owner are jointly and severally liable to us for all fees, charges, and other amounts owed to us in connection with the Service.

(iv) References herein to “you” and “your” shall include Secondary Owners (as applicable), provided, however, that such references shall not authorize any Secondary Owner to act other than as provided in Section 0.

(j) Suspension of your participation in the Service. SaveBetter may, in our sole discretion, and without any prior notice, suspend your access to and use of the Service (i) if you engage in suspicious activity; (ii) for your actual or suspected failure to comply with these Terms; or (iii) if directed to do so by a Product Bank, Service Bank, or in the reasonable discretion of the Custodial Bank.

3. Additional Terms Relating to Product Banks and Offers.

(a) Consent to Receive Offers. You agree that SaveBetter may present you, via SaveBetter.com, by e-mail or by text (subject to applicable law) with Offers from Product Banks containing the terms for the CDs and MMDAs of those Product Banks.

(b) Offer Terms.

(i) The terms of each Offer shall be determined by each applicable Product Bank and shall be set forth in the applicable Offer.

(ii) You acknowledge and agree that each Product Bank is solely responsible for establishing the terms of its Offers and for fulfilling its Offers, and that neither SaveBetter nor Deposit Solutions shall have any responsibility or liability with respect to such terms or the failure of any Product Bank to fulfill any Offer.

(c) Overview of Product Types and Interest Calculation. The specific terms of each CD or MMDA will be included in the applicable Offer. The following provides general information about CDs, MMDAs and interest calculations. To the extent that there is any conflict between the following and any Offer terms established by a Product Bank, the Product Bank’s Offer terms shall govern.

(i) CDs.

(A) CDs are time deposits in which you deposit funds and agree to leave those funds on deposit for the duration of the term of the CD, which will be specified in the applicable Offer. Your initial deposit to a CD will be the principal value of the CD. Additional deposits into the same CD cannot be made after the initial deposit is made. However, you may be able to separately deposit funds into a CD with the same Offer terms.

(B) If you withdraw any funds from a CD prior to its maturity date, you may be subject to a penalty, which will be set forth in the applicable Offer terms.

(C) Prior to the maturity date for a CD in which you have made a deposit, SaveBetter will give you notice telling you the maturity date.

(1) If the Offer terms of your CD provide that the CD will automatically renew, our notice will give you information about the terms of the renewal CD. If

you do not wish to renew the CD, or, to the extent permitted, wish to withdraw a portion of the funds from the CD on its maturity date, prior to the maturity date you must request a withdrawal, which will be effective on the maturity date. Any amounts that you do not withdraw will be deposited in the renewed CD at the terms applicable on the date of renewal.

(2) If the Offer terms of your CD provide that the CD will not automatically renew, or you choose not to renew your CD, the Deposit Platform or Deposit Solutions will issue instructions to the Service Bank to withdraw the principal and accrued interest on the CD, and such funds will be transferred to the Customer Account.

(ii) MMDAs.

(A) MMDAs are savings accounts in which you can deposit funds for any period of time you choose.

(B) You may request to close an MMDA by contacting us by phone at 844-994-EARN (3276), in accordance with the terms of the MMDA. When we receive your request, we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank to carry out the Transaction. If we receive your request to close an MMDA by 1:30 p.m. on a day that is not a Saturday, Sunday, or bank holiday (“Business Day”), we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank and, unless there is an unexpected problem, your request to close your MMDA will be completed and any funds remaining in the MMDA will be returned to you on the next Business Day. If we receive your request after 1:30 p.m. on a Business Day, or on a day that is not a Business Day, we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank and, unless there is an unexpected problem, your request to close your account will be completed and any funds remaining in the MMDA will be returned to you on the second Business Day.

(iii) Interest and APY. Each Offer will specify, among other terms, the interest rate and annual percentage yield (“APY”) for the Deposit Account covered by such Offer, and how the applicable Product Bank will calculate interest for the Deposit Account covered by such Offer. This will include when interest is compounded and credited to the applicable Deposit Account and whether, if you withdraw funds before interest has accrued, you will be paid interest through the date of withdrawal. The Offer terms also will specify whether interest is calculated using the Daily Balance Method or the Average Daily Balance Method. The “Daily Balance Method” means that the interest will be calculated each day by applying a daily interest rate (based on the annual interest rate specified in the Offer) to the actual balance in the Deposit Account on each day. The “Average Daily Balance Method” means that the interest will be calculated each day by applying a daily interest rate (based on the annual interest rate specified in the Offer) to the average balance in the Deposit Account each day (which is determined by adding the full amount of the principal balance in the Deposit Account on each day during the month and dividing that total by the number of days in the month).

(d) Deposit Records. Deposit Solutions will keep records of your beneficial ownership of funds in each Deposit Account on behalf of the Custodial Bank.

(e) Deposits. You may elect to deposit funds to an MMDA or CD via SaveBetter.com. When SaveBetter receives your request, we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank to carry out the Transaction. If SaveBetter receives a request from you via SaveBetter.com to transfer funds to a CD or MMDA by 4:30 p.m. on a Business Day, we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank and, unless there is an unexpected problem, your transfer will be completed on the next Business Day. If SaveBetter receives your request after 4:30 p.m. on a Business Day, or on a day that is not a Business Day, we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank and, unless there is an unexpected problem, your transfer will be completed on the second Business Day.

(f) Withdrawals.

(i) When you deposit funds to a MMDA through the Service, the Product Bank reserves the right to require seven (7) days' written notice prior to a withdrawal or transfer of the funds, subject to the terms of the applicable MMDA. Your funds will earn interest in accordance with the terms of the applicable MMDA during this hold period.

(ii) When you deposit funds to a CD through the Service, the Product Bank requires seven (7) days' prior written notice for early withdrawals, subject to the terms of the applicable CD. Your funds will earn interest in accordance with the terms of the applicable CD during this hold period.

(iii) You may request to withdraw funds from a CD or MMDA, in accordance with the terms of the applicable CD or MMDA and subject to having the requested withdrawal amount in your available balance, via SaveBetter.com or by calling customer service at 844-994-EARN (3276) any time between 9 a.m. EST and 4 p.m. EST.

(iv) Your total balance is the total amount of funds in your CD or MMDA account which is earning interest to date. This may include funds that are on hold or not yet available for withdrawal. Your available balance is the amount of funds that you can access at this time.

(v) When we receive your request to withdraw funds from a CD or MMDA, we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank to carry out the Transaction. If we receive your withdrawal request via the SaveBetter.com by 1:30 p.m. on a Business Day, we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank and, unless there is an unexpected problem, your withdrawal will be completed on the next Business Day. If we receive your request after 1:30 p.m. on a Business Day, or on a day that is not a Business Day, we will communicate your request to the Deposit Platform, and Deposit Solutions or the Deposit Platform will issue instructions to the Service Bank and, unless there is an unexpected problem, your withdrawal will be completed on the second Business Day.

4. Additional Terms Relating to the Service Bank and the Custodial Bank.

(a) Service Bank Funds Transfer Agreement. Before you can initiate any Transactions in the Service, you must have agreed to the terms of a funds transfer agreement with the Service Bank by electronically consenting to such terms via SaveBetter.com or otherwise as provided by us. If there is a change in the Service Bank, you agree that your funds transfer agreement with the Service Bank may be assigned to a new Service Bank, or that you may be required to agree to the terms of a funds transfer agreement with the new Service Bank.

(b) Custodial Agreement. Before you can initiate any Transactions in the Service, you must have agreed to the terms of a custodial agreement with the Custodial Bank (which may be a Product Bank or another financial institution) by electronically consenting to such terms via SaveBetter.com or otherwise as provided by us. If there is a change in the Custodial Bank, you agree that your custodial agreement with the Custodial Bank may be assigned to a new Custodial Bank or that you may be required to agree to the terms of a custodial agreement with the new Custodial Bank.

(c) FBO Account. The FBO Account at the Service Bank will hold funds on a temporary basis of all customers participating in the Service who have made withdrawals and will be used solely for the purpose of processing withdrawal Transactions by such customers. Deposit Solutions will keep records of your beneficial ownership of funds in the FBO Account.

5. Periodic Statements and Tax Statements.

(a) SaveBetter, Deposit Solutions or another third party acting on our behalf, will provide you, via SaveBetter.com, e-mail or text (subject to applicable law) with a consolidated monthly statement regarding your Transactions and your CDs and MMDAs.

(b) Where required by law, SaveBetter, Deposit Solutions or another third party acting on our behalf, will issue you, on behalf of the applicable Product Banks, a Form 1099-INT which will set forth your gross interest earned (i.e., interest before fees).

6. Additional Terms Relating to Your Use of SaveBetter.com.

(a) License. So long as you comply with these Terms, SaveBetter grants you a limited, non-exclusive, as-is, revocable, non-transferable license, without right of sublicense, to use SaveBetter.com solely for the purpose of participating in the Service. You may download information from SaveBetter.com and print out hard copies for your personal use, so long as you do not remove any copyright or other notice as may be contained in such information, as downloaded. You may not use SaveBetter.com for any other purpose. If you are prohibited under applicable law from using SaveBetter.com, you may not use it.

(b) Ownership. As between you and us, we own and retain all right, title, and interest, including all intellectual property rights, in and to SaveBetter.com and all content contained therein and our systems and services (collectively, the "SaveBetter Property"). SaveBetter, our licensors, or third party partners own and retain all right, title, and interest in all names, trade names, trademarks, service marks, slogans, logos, domain names, or other indicia of SaveBetter or the Service or its licensors or third party partners used in connection with SaveBetter.com and the

Service (collectively, the “SaveBetter Trademarks”). You have no right to use any SaveBetter Trademark in any manner without the advance written permission of the owner of that SaveBetter Trademark. SaveBetter reserves all rights in the SaveBetter Property and SaveBetter Trademarks not expressly granted to you in these Terms. Nothing in these Terms gives you any right, title, or interest, including any intellectual property rights, in or to Deposit Solutions systems, services, or intellectual property owned or licensed by Deposit Solutions.

(c) Your Conduct. You may not use SaveBetter.com for any purpose other than as set forth in these Terms. Without limitation of the foregoing, you will not: (i) use SaveBetter.com or any of the content contained therein in connection with any fraudulent or illegal conduct, transaction, or business, as determined by us in our sole discretion; (ii) “spam” others or “phish” for others’ personal information; (iii) enroll in the Service by automated means or under false or fraudulent pretenses or create or use a false identity; (iv) disrupt, interfere with, circumvent, or interfere with any security mechanism used by or on behalf of us, including in SaveBetter.com; (v) disrupt or interfere with any other user’s enjoyment of SaveBetter.com or the Service; (vi) use, frame, or use framing techniques to enclose any SaveBetter Trademarks or other proprietary information; (vii) use meta tags or any other “hidden text” using SaveBetter Trademarks; (viii) use SaveBetter.com in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person’s privacy, violative of any third party proprietary rights, or in violation of any law or regulation; (ix) transmit any viruses, worms, defects, Trojan horses, or any programming of a destructive nature; (x) use or launch any automated system, including “robots,” “spiders,” or “offline readers,” to access SaveBetter.com; (xi) act as an intermediary, aggregator, or service bureau yourself or on behalf of any third party; (xii) rent, lease, loan, trade, sell, re-sell, or otherwise charge any party for access to SaveBetter.com; (xiii) decompile, reverse engineer, or otherwise access or attempt to access the source code for SaveBetter.com or otherwise relating to SaveBetter.com, or make or attempt to make any modification to SaveBetter.com (except to the extent the foregoing prohibition is not permitted under applicable law); (xiv) gain access to or use the Service or our systems or SaveBetter.com other than as permitted under these Terms, or damage, disrupt, or impede the operation of SaveBetter.com, the Service, our services or systems; or (xv) attempt to do any of the foregoing acts, or assist or permit any person in engaging in any of the foregoing acts.

(d) Modifications to SaveBetter.com. The information displayed on SaveBetter.com may include technical inaccuracies or typographical errors. SaveBetter may, from time to time, amend, change, add, delete, update or alter the information contained on SaveBetter.com without notice.

(e) Third-party Sites. SaveBetter.com may contain third party content and links to third party sites or popups served by or on behalf of third parties that are independent of SaveBetter.com and not owned or controlled by us (“Third-party Sites”). Links to Third-party Sites are included, and popups served by or on behalf of third parties are facilitated, solely for your convenience and do not constitute any approval, endorsement, or warranty by us. Moreover, we are not responsible for the content, security, operation, or use of any Third-party Sites, the products or services that may be offered or obtained through them, or for the accuracy, completeness, or reliability of any information obtained from a Third-party Site. When you click on a link to or in a pop-up of a Third-party Site, you will leave the services controlled by us. Any personal information you submit after you leave SaveBetter.com will not be collected or controlled by us.

It will be subject to the privacy notice and terms of use applicable to that Third-party Site. It is your responsibility to review those policies before submitting your information to the Third-party Site and you provide your information at your own risk. YOU EXPRESSLY RELIEVE US FROM ANY AND ALL LOSS, DAMAGES OR OTHER LIABILITIES YOU INCUR AS A RESULT OF YOUR ACCESS TO OR USE OF ANY THIRD-PARTY SITE.

7. Customer Service.

Should you have any concerns, you can call us at 844-994-EARN (3276), or e-mail us at service@SaveBetter.com.

8. Term and Termination.

(a) These Terms shall remain in effect until terminated as described herein.

(b) You may terminate your participation in the Service at any time by calling customer service at 844-994-EARN (3276) between 9 a.m. EST and 4 p.m. EST, or e-mailing us at service@SaveBetter.com, *provided* that, at the time you terminate your participation, you have no funds held in a CD or MMDA or you request the orderly withdrawal of all of your funds from all CDs and MMDAs, in accordance with the terms of such CDs and MMDAs (which may, in the case of an immediate withdrawal of funds from a CD, include an early withdrawal penalty).

(c) If (i) you fail to comply with these Terms, (ii) you withdraw your ACH authorization in accordance with Section 2(d), or (iii) we reasonably suspect fraud has occurred in connection with your account, your participation in the Service will be terminated without prior notice. If your participation in the Service is terminated, you agree to the orderly withdrawal of all of your funds from all CDs and MMDAs and you direct SaveBetter to communicate a withdrawal instruction to the Deposit Platform, and you agree that on your behalf the Deposit Platform or Deposit Solutions may issue instructions to the Service Bank and Product Banks to process the orderly return of all funds in your CDs and MMDAs to the Customer Account, (which may, in the case of an immediate withdrawal of funds from a CD, include an early withdrawal penalty).

(d) At the direction of a Product Bank, your participation in the Service with respect to that Product Bank may be terminated without prior notice. If your participation in the Service is terminated with respect to a Product Bank, you agree to the orderly withdrawal of all of your funds from all CDs and MMDAs at that Product Bank and you direct SaveBetter to communicate a withdrawal instruction to the Deposit Platform, and you agree that on your behalf the Deposit Platform or Deposit Solutions may issue instructions to the Service Bank and the relevant Product Bank to process the orderly return of all funds in your CDs and MMDAs at the relevant Product Bank to the Customer Account, (which may, in the case of an immediate withdrawal of funds from a CD, include an early withdrawal penalty).

9. Arbitration.

RESOLUTION OF DISPUTES: YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE

THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN PARAGRAPH (b) BELOW.

(a) Either party to these Terms, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this Section 0 (the “Arbitration Provision”), unless you opt out as provided in Section 0 below. As used in this Arbitration Provision, “Claim” shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us (or persons claiming through or connected with us), on the other hand, relating to or arising out of these Terms, the Service, SaveBetter.com or the Deposit Platform and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including (except to the extent provided otherwise in the last sentence of Section 0 below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entirety of these Terms. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counterclaims, crossclaims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

(b) You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt-out notice to us at service@SaveBetter.com, **which is received at the specified address within 30 days of the date of your electronic acceptance of the terms of these Terms**. The opt-out notice must clearly state that you are rejecting arbitration; identify the Terms to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt-out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt-out notice on your behalf.

(c) The party initiating arbitration shall do so with the American Arbitration Association (the “AAA”). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the AAA, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call (800) 778-7879 or visit the AAA’s web site at: www.adr.org. In the case of a conflict between the rules and policies of the AAA and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. If the AAA is unable or unwilling to administer the arbitration, then either you or we may petition a court to designate an arbitrator.

(d) If we elect arbitration, we shall pay all of the AAA’s filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the AAA, or in accordance with countervailing law if contrary to the AAA’s rules. SaveBetter shall pay the AAA’s hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the AAA’s rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party shall bear the expense of its own

attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, the statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

(e) Any award by the arbitrator shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

(f) SaveBetter agrees not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS A PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring Claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the Claims in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (ii) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this Section 0, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Section 0 shall be determined exclusively by a court and not by the administrator or any arbitrator.

(g) This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

(h) This Arbitration Provision shall survive: (i) suspension, termination, revocation, closure, or amendments to these Terms and the relationship of the parties; and (ii) the bankruptcy or insolvency of any party or other person. If any portion of this Arbitration Provision other than Section 0 is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in Section 0 are finally adjudicated pursuant to the last sentence of Section 0 to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

(i) THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

10. Miscellaneous.

(a) Use of Service Providers. You agree that we may use third-party service providers and subcontractors to perform any of our obligations under these Terms.

(b) DISCLAIMER OF WARRANTIES. THE SERVICE IS PROVIDED “AS IS”, AND NEITHER WE, DEPOSIT SOLUTIONS NOR ANY THIRD PARTY THAT CONTRIBUTES IN ANY MANNER TO THE SERVICE, DEPOSIT PLATFORM OR SAVEBETTER.COM MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING WARRANTIES (I) WITH RESPECT TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE SERVICE, THE DEPOSIT PLATFORM, OR SAVEBETTER.COM; OR (II) THAT THE SERVICE, DEPOSIT PLATFORM OR USE OF SAVEBETTER.COM SHALL BE UNINTERRUPTED OR ERROR FREE. FURTHER, WE, DEPOSIT SOLUTIONS AND ANY THIRD PARTY THAT CONTRIBUTES IN ANY MANNER TO THE SERVICE, DEPOSIT PLATFORM OR SAVEBETTER.COM DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE, DEPOSIT PLATFORM OR SAVEBETTER.COM.

(c) LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE, DEPOSIT SOLUTIONS, THE SERVICE BANK, THE CUSTODIAL BANK, OR THE PRODUCT BANKS, OR THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES OR CONTROLLING ENTITIES OR THEIR THIRD PARTY VENDORS, CONTRACTORS, TECHNOLOGY OR CONTENT PROVIDERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, AGENTS AND EMPLOYEES (THE “PROVIDER PARTIES”) HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY COSTS, LIABILITIES OR DAMAGES OF ANY KIND, WHETHER DIRECT, CONSEQUENTIAL OR PUNITIVE, ARISING OUT OF, OR IN CONNECTION WITH, THESE TERMS, THE SERVICE, THE DEPOSIT PLATFORM OR SAVEBETTER.COM, OR THE PERFORMANCE OR BREACH OF THESE TERMS, OR FOR YOUR OR ANY OTHER PERSON’S USE OF, OR INABILITY TO USE, THE SERVICE, DEPOSIT PLATFORM OR SAVEBETTER.COM. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER ANY PROVIDER PARTY KNOWS OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

(d) Your Indemnification Obligations. You agree to indemnify, defend and hold the Provider Parties harmless from and against any and all losses, liabilities, judgments, arbitration awards, settlements, expenses, damages and costs, including attorneys’ fees and disbursements, as

incurred by any of them arising in any manner out of or relating to your use of, or inability to use, the Service, Deposit Platform or SaveBetter.com or any breach or alleged breach by you of these Terms. You shall cooperate with us as fully as reasonably required in the defense of any third-party claim subject to these indemnity provisions. SaveBetter reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not in any event settle such a matter without our prior written consent.

(e) Force Majeure. SaveBetter shall not be liable for loss or damage or be deemed to be in default under these Terms if our delay or failure to perform our obligations results from acts of God, natural disasters, fires, pandemics, epidemics, strikes, embargoes, war, terrorism, insurrection, riot or other cause beyond our reasonable control.

(f) Entire Agreement; Amendment. These Terms are the complete and exclusive agreement between you and us with respect to deposits made pursuant to these Terms and any subsequent withdrawals of such funds, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. These Terms may be amended at any time by us by posting the amended terms on SaveBetter.com, to be effective upon posting. If you continue to participate in the Service after the effective date of any such change in terms, you agree to such revised terms.

(g) Third-Party Beneficiaries. You agree that the Provider Parties are third-party beneficiaries of these Terms and shall have the right to enforce these Terms against you.

(h) Assignment. You may not transfer or assign these Terms or any of your rights or obligations under these Terms, in whole or in part, without our prior consent, which we may withhold in our sole discretion. Subject to the foregoing, these Terms shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

(i) Governing Law. These Terms shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, the courts of which shall have exclusive jurisdiction over any dispute arising hereunder (except as provided in Section 0 regarding Arbitration).

(j) Waiver. No delay or failure to exercise any right or remedy under these Terms is deemed to be a waiver of such right or remedy. No waiver of a single breach or default under these Terms is a waiver of any other breach or default. The failure of any party at any time to require performance by any other party of any provision of these Terms shall in no way affect the right of such party to require performance of that provision. Any waiver under these Terms must be in writing signed by the waiving party.

(k) Severability. If any provision of these Terms or the application thereof to any party or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of these Terms and the application of such provision to the parties or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by law.

Agreement to SaveBetter Terms of Service

By marking the checkbox indicating “I agree to the SaveBetter Terms of Service,” you agree to be bound by these Terms as a condition for participating in the Service. If you do not agree to the SaveBetter Terms of Service, do not click “I agree to the SaveBetter Terms of Service” and your enrollment in the Service will be terminated.