

SERVICE BANK FUNDS TRANSFER AGREEMENT

This Service Bank Funds Transfer Agreement (“Agreement”) governs the funds transfer aspect of your participation in a service (the “Service”) offered by Raisin Solutions US LLC (“Raisin”). References to “you” and “your” mean the individual who enrolls in the Service. References to “Service Bank,” “we,” “us” or “our” mean First International Bank & Trust, a North Dakota state-chartered and federally-insured bank located at 100 N. Main, P.O. Box 607, Watford, City, ND 58854.

NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING INDIVIDUAL ARBITRATION. THE ARBITRATION PROVISION APPEARS IN SECTION 8 OF THIS AGREEMENT.

By enrolling in the Service at www.Raisin.com/en-us (“Raisin.com”) and marking the checkbox indicating “I agree to the Service Bank Funds Transfer Agreement,” (or similar terms), you agree to be bound by this Service Bank Funds Transfer Agreement.

1. Introduction.

(a) This Agreement relates to the Service offered by Raisin through the point-of-sale (“POS”) from which you have agreed to obtain the Service. The POS from which you obtain the Service is identified in the Terms of Service you entered into with the POS. You acknowledge that our communications with you regarding the Service will be made through the POS or Raisin.

(b) The Service allows you to deposit funds to and withdraw funds from certificates of deposit (“CDs”) and savings accounts, which are also known as money market deposit accounts, (“MMDAs”) at participating depository institutions that are insured by either the Federal Deposit Insurance Corporation (“FDIC”) or the National Credit Union Administration (“NCUA”).

(c) In addition to Service Bank, the Service involves the following parties and accounts:

“Cash Account” This is an omnibus custodial deposit account established by the Custodial Bank at the Cash Bank that holds funds that you have withdrawn from Deposit Banks pending further instruction from you and that also may receive funds from your Customer Account at your instruction. Interest is not paid on funds held in the Cash Account.

“Cash Bank” This is the depository institution at which the Cash Account is established.

“Customer Account” This is an existing deposit account that you maintain at a depository institution in the U.S. (at your External Bank) and that you use for various transactions through the Service.

“External Bank” This is the depository institution that maintains the Customer Account.

“Deposit Bank Account” This is an omnibus custodial deposit account established by the Custodial Bank at a Deposit Bank where your funds are held when you invest in CDs and MMDAs through the Service.

“Deposit Banks” These are the depository institutions at which the Deposit Bank Accounts are established. These depository institutions offer interest-bearing CDs and MMDAs through the Service.

“Custodial Bank” This is the depository institution that acts as your custodian for the sole purpose of holding your deposits at the Product Banks. It establishes an omnibus custodial deposit account at each Product Bank that holds only the funds of Service customers. There may be more than one Custodial Bank.

“Deposit Account” The Cash Account and the Deposit Bank Accounts are each a Deposit Account. Deposit Accounts are titled in such a way to make it clear that the Custodial Bank is holding funds in a custodial capacity for the benefit of customers participating in the Service, which includes you.

“Product Banks” The Cash Bank and the Deposit Banks are each a Product Bank and are collectively the Product Banks.

“CUs” CUs are credit unions that are Product Banks.

“Raisin” This is the company that provides the Service to you. Raisin may also be the POS.

A depository institution may serve in more than one of these roles. For a complete list of the Deposit Banks, the Cash Bank and Custodial Banks, please see [here](#).

(d) You authorize us to debit funds from your Customer Account and transfer those funds to a Deposit Account at a Product Bank that you select. You authorize us to debit your funds from the Deposit Accounts when you notify the POS that you want to withdraw funds. When you request a withdrawal from a Deposit Bank Account, Raisin will send an instruction to us to transfer your funds from the applicable Deposit Bank Account at such Deposit Bank to the Cash Account (or, in limited circumstances and as provided in the Terms of Service, to your Customer Account). Funds transmitted to the Cash Account will remain in the Cash Account pending your decision to make another deposit at a Deposit Bank or have your funds transmitted to your Customer Account. Please review the Terms of Service for more information regarding the Cash Account. Each withdrawal from a Deposit Bank Account will be subject to the terms of the applicable CD or MMDA.

(e) Subject to the satisfaction of certain conditions, deposits made through the Raisin platform are eligible for pass-through deposit insurance from the FDIC (for deposits in insured depository institutions) or NCUA (for deposits in insured credit unions). Raisin is not an FDIC-insured bank or NCUA-insured credit union. FDIC deposit insurance covers the failure of an FDIC-insured bank, and NCUA deposit insurance covers the failure of a NCUA-insured credit union. Please be aware that any deposits you have at a Product Bank or Service Bank, whether through the Service or outside the Service, which you hold in the same capacity (such as in an individual capacity or joint capacity) count toward the applicable deposit insurance maximum

amount, and any such amounts that you hold in the same capacity at a Product Bank or Service Bank that exceed the maximum insurance coverage by the FDIC or NCUA will not be insured. For more information on FDIC deposit insurance, please see: <https://www.fdic.gov/deposit/covered/categories.html>. For more information on the NCUA share insurance fund, please see: <https://www.ncua.gov/support-services/share-insurance-fund>.

2. Terms.

(a) By accepting the terms of this Agreement, you authorize us to transfer funds to carry out your instructions, as provided to the POS, to effect your deposits to, and withdrawals from, Deposit Accounts. You also appoint us as your custodian for such funds that you wish to transfer while such funds are in transit or temporarily held at the Service Bank. If your funds are temporarily held at the Service Bank in connection with a deposit or withdrawal, or held in the Cash Account, no interest (or if applicable, dividends on CDs at CUs) will accrue. We only act upon instructions received by us through the Service. We provide no advice to you about any CD or MMDA, or their terms, and have no independent authority to direct the deposit of your funds in any CD, MMDA, or the Cash Account, or to direct the withdrawal of your funds from any CD, MMDA, or the Cash Account.

(b) We may: (i) transfer your funds to or from Deposit Accounts upon instruction received through the Service; (ii) comply with any legal process that we receive and that we believe to be valid; and (iii) take such other action that is necessary to perform under this Agreement.

(c) To help the government fight the funding of terrorism and money laundering activities, we will obtain, verify, and record information that identifies you. What this means for you: When you enter into this Agreement, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

3. Additional Authorizations.

(a) You authorize us to obtain from Raisin, the POS, or any other third party, information relating to your enrollment and participation in the Service, including, but not limited to: (i) the account number and routing number of your Customer Account; (ii) information necessary to perform the customer identification process as described in Section 2(c) and (iii) information necessary to perform our obligations with respect to the Service.

(b) Effective as of the date on which you agree to be bound by the terms of this Agreement, you authorize us to act on your behalf and to rely and act upon any instructions received by us from Raisin or the POS in connection with the Service, including, but not limited to, by initiating Automated Clearing House ("ACH") debit and credit entries to pull funds from, and push funds to, your Customer Account, the Cash Account, and the Deposit Bank Accounts. Your authorization for us to initiate ACH debit and credit entries is a standing authorization that allows you to initiate subsequent deposits and withdrawals through the Service without having to give us a separate ACH authorization for each deposit and withdrawal. You may initiate deposits and withdrawals through the methods made available by your POS. For each deposit you initiate through the Service, we will debit your Customer Account and/or Cash Account, as applicable,

and credit the applicable Deposit Account in the amount of your deposit. For each withdrawal you initiate through the Service, we will debit the applicable Deposit Account and credit your Customer Account or Cash Account, as applicable, in the amount of your withdrawal. You may withdraw your authorization by notifying Raisin, acting on our behalf, at 844-994-EARN (3276). If you withdraw your authorization, you will no longer be able to make Transactions through the Service, and your participation in the Service may be terminated.

4. Service Transactions.

(a) Transactions. Each deposit to or withdrawal from a CD or MMDA via the Service and any other funds transfer via the Service is referred to as a “Transaction.” Raisin does not receive, transfer or hold any funds relating to any Transaction occurring through the Service. We may refuse to follow instructions for any Transaction that we believe to be potentially fraudulent or illegal.

(b) Deposit Transactions.

(i) The POS will provide you with a list of Deposit Banks and their offers for CDs and MMDAs (referred to as “Offers”). You acknowledge and agree that each Deposit Bank is solely responsible for (A) establishing the terms of its Offers and for fulfilling its Offers and (B) compliance of its Offers with law. The interest that you receive on your funds deposited in each Deposit Bank Account will be at the rate paid by the respective Deposit Bank. You further acknowledge and agree that we have no responsibility or liability with respect to the failure of any Deposit Bank to fulfill the terms of its Offer, except to the extent that our acts or omissions cause such a failure.

(ii) You may only make a deposit Transaction to a CD or MMDA Deposit Bank Account in connection with a specific Offer. When you make a deposit Transaction to a CD or MMDA Deposit Bank Account, you expressly agree to the terms and conditions of the applicable Offer.

(iii) When we receive an instruction from the POS or Raisin that you have made a deposit Transaction, you authorize us to: (A) initiate an ACH debit entry to pull the amount specified in the deposit Transaction from (1) the Cash Account, to the extent you have funds held in the Cash Account; and (2) your Customer Account; and in each case to (B) hold such funds on a temporary basis (if applicable as provided by Section 4(d) below) and (C) to initiate an ACH credit entry to push such funds to the applicable Deposit Bank Account.

(iv) You may also elect to deposit funds to your Cash Account from your Customer Account through the Service. When we receive an instruction from the POS or Raisin that you have made a deposit Transaction to the Cash Account from your Customer Account, you authorize us to initiate an ACH debit entry to pull the amount specified in the deposit Transaction from your Customer Account to transfer such funds to the Cash Account.

(v) You remain the owner of funds that you deposit to a Deposit Account through the Service.

(c) Withdrawal Transactions. You authorize us, following our receipt of an instruction

from the POS or Raisin indicating that you want to make a withdrawal Transaction from a Deposit Bank Account: (i) to cause those funds to be transferred from the applicable Deposit Bank Account to us; (ii) to hold such funds on a temporary basis (if applicable); (iii) to initiate an ACH credit entry to push such funds to the Cash Account (or, in limited circumstances and as provided in the Terms of Service, to your Customer Account); and (iv) upon your request, to initiate an ACH credit entry to push such funds from the Cash Account to your Customer Account. You acknowledge and agree that the terms of the applicable CD or MMDA may require advance notice for withdrawal, may prohibit withdrawal before maturity or may impose a penalty if withdrawal is permitted prior to maturity. You are responsible for complying with the terms of each applicable CD and MMDA and if a penalty is imposed, that penalty will be paid to the Deposit Bank from your funds on deposit at the Deposit Bank.

(d) Funds in Transit. (i) You acknowledge and agree that each account in which your funds may be held temporarily at the Service Bank for deposit or withdrawal Transactions while in transit among a Deposit Bank Account, the Cash Account or your Customer Account will be an omnibus account that may hold funds for all customers participating in the Service. Each such account is titled in such a way to make it clear that we are holding funds in a custodial capacity for the benefit of customers participating in the Service, which includes you. (ii) We, or Raisin acting on our behalf, will keep records of the portion of funds in each such omnibus account at Service Bank and the Cash Bank that is being held on deposit for you and the portion that is being held for each other customer participating in the Service.

(e) ACH Return. If your External Bank requests a return of an ACH transaction that relates to a deposit that you have previously funded through the Service but have already withdrawn from the applicable Deposit Account, then you authorize us to withdraw funds from other deposits of yours made through the Service in an amount equal to the ACH return in the following order: (1) from the Cash Account, (2) from any MMDA, progressing from your lowest interest rate MMDA to your highest interest rate MMDA, (3) from any no-penalty CD, progressing from your lowest interest rate no-penalty CD to your highest interest rate no-penalty CD, and (4) from any CD, progressing from your lowest interest rate CD to your highest interest rate CD.

(f) Balance Information, Periodic Statements and Tax Statements.

(i) Raisin, the POS or another third party acting on our behalf and on behalf of the Custodial Bank and/or Product Banks, will provide you with a monthly consolidated statement (“Statement”) regarding your Transactions in the Service, your CDs and MMDAs, and your funds held in the Cash Account. You should retain these Statements as your record of your CDs, MMDAs and funds held in the Cash Account.

(ii) Where required by law, we, Raisin, the POS, or another third party acting on behalf of the applicable Custodial Bank and/or Product Banks, will issue you a Form 1099-INT which will set forth your gross interest (and if applicable dividends on CDs at CUs) earned (i.e., interest and dividends before fees).

5. Electronic Fund Transfers.

(a) Introduction. Deposit or withdrawal Transactions that you make or that are made on your behalf, through the Service, may include electronic fund transfers (“EFTs”) to and from accounts we use to hold your funds temporarily at the Service Bank. This Section of the Agreement sets forth additional terms relating to these EFTs.

(b) Contact in Event of Unauthorized Transfer.

- (i) **Tell us AT ONCE if you believe that a transfer has occurred without your permission or if the username or password you use to access the Service (collectively your “Password”) (which may be issued by Raisin or your POS) has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account.** If you tell us within 2 Business Days after you learn of the loss or theft of your Password, you can lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.
- (ii) Also, if your Statement shows transfers that you did not make, including those made by use of your Password or other means, tell us at once. If you do not tell us within 60 days after the Statement was provided to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the 60 day time period.
- (iii) If you believe your Password has been lost or stolen, call or email Raisin, acting on our behalf, at 844-994-EARN (3276), or support.us@raisin.com or write to Raisin at Raisin, Attention Customer Service, 1411 Broadway, 17th Floor, New York, NY 10018. (This telephone number, email address, and address is for Raisin, who is acting on our behalf for purposes of receiving your notice. By calling, emailing, or writing to Raisin at this number, email address, or address, we agree that you are deemed to be calling, emailing, or writing us for purposes of this Section 5(b) and Section 5(g)).
- (iv) You should also call the number or write to the address listed above if you believe a transfer has been made without your permission.
- (v) As used in this Agreement, “Business Days” are Monday through Friday, excluding federal holidays.

(c) Transfer Types and Limitations.

- (i) Account Access. You may use your Password to request: (A) to withdraw cash from your deposited funds; (B) to make deposits; and (C) to transfer funds between your accounts.
- (ii) Limitations on frequency of transfers. The number of transfers you may make in a month may be limited based on the type of deposits you hold. Please see the Offer details from the applicable Product Bank for any such restrictions.
- (iii) Limitations on dollar amount of transfers. The amount you may transfer may be limited based on the Offer details from the applicable Product Bank. Please see the Offer details from the applicable Product Bank for any such restrictions.

(d) Fees. There are no fees for the electronic transfer service provided to you.

(e) Confidentiality. We may disclose information to third parties about you or the Transactions you make through the Service:

- (i) where it is necessary for completing transfers;
- (ii) in order to verify the existence and condition of the Customer Account;
- (iii) in order to verify the existence and condition of the account we use to hold your funds at the Service Bank for a third party, such as credit bureau, Raisin, or the POS;
- (iv) in order to comply with government agency or court orders;
- (v) if you give us your written permission; or
- (vi) in accordance with our privacy notice, available at <https://www.fibt.com/sto/downloads/Privacy-Notice.pdf> (“Privacy Notice”), which is incorporated into this Agreement.

(f) Our Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable to you for failing to complete a Transaction:

- (i) If, through no fault of ours, you do not have enough money in the account we use to hold your funds at the Service Bank or in the applicable Deposit Accounts or Customer Account to complete the Transaction;
- (ii) If the POS refuses to process your request to initiate your Transaction;
- (iii) If the Service was not working properly and you knew about the problem when you initiated the Transaction;

(iv) If access to the Service has been blocked after you reported your Password lost or stolen;

(v) If circumstances beyond the control of us, the POS, the Product Banks or Raisin (such as fire, flood, or computer or communication failure) prevent the completion of the Transaction, despite reasonable precautions that we, the POS, the Product Banks or Raisin have taken; or

(vi) For any other exception stated in this Agreement with you or by applicable law.

(g) Errors and Questions About Electronic Transfers. In case of errors or questions about your electronic transfers to or from the Service Bank, telephone us at the number or write us at the email or street address listed in Section 5(b) of this Agreement as soon as you can, if you think your Statement is wrong or if you need more information about a transfer listed on the Statement. Please see our Error Resolution Notice at the end of this Agreement for full details.

6. Term and Termination.

(a) We may, in our sole discretion, and without any prior notice, terminate this Agreement.

(b) This Agreement shall automatically terminate upon termination of your participation in the Service.

7. Funds Availability.

(a) When we initiate an ACH debit entry to pull funds from your Customer Account or the Cash Account as a result of a deposit Transaction, subject to applicable cut-off times, such funds will be transferred to the applicable Product Bank for deposit in the applicable Deposit Account no later than the next Business Day after we initiate the ACH debit entry.

(b) If we receive funds from a Product Bank as a result of a withdrawal Transaction, subject to applicable cut-off times, we will initiate an ACH credit entry to push such funds to the Cash Account (or, in limited circumstances and as provided in the Terms of Service, to your Customer Account) no later than the Business Day after we receive such funds. The availability of those funds in your Customer Account or the Cash Account will be governed by the funds availability policies of the bank that holds your Customer Account or the Cash Account, as applicable.

8. Arbitration.

(a) **RESOLUTION OF DISPUTES. YOU HAVE READ THE PROVISIONS IN THIS SECTION 8 CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN SECTION 8(c) BELOW.**

(b) Either party to this Agreement, or persons claiming through or connected with us, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a

Claim be final and binding individual arbitration pursuant to this Section 8 (the “Arbitration Provision”), unless you opt out as provided in Section 8(c) 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 this Agreement, any account that holds your funds at the Service Bank, the Service, 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 8(g) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. 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, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

(c) You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice by email to Raisin, acting on our behalf, at support.us@raisin.com; which notice is received at the specified email address within thirty (30) days of the date of your electronic signature to the terms of this Agreement. (This email address is for Raisin, who is acting on our behalf for purposes of receiving your notice. By emailing to Raisin at this email address, we agree that you are deemed to be emailing us for purposes of this Section 8(c)). The opt out notice must state that you are rejecting arbitration; provide your name, address, and social security number; and be signed or subscribed by you. 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.

(d) The party initiating arbitration shall do so with the American Arbitration Association (the “AAA”). The arbitration shall be conducted according to the rules and policies of the AAA, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. You agree to the following additional provisions: (i) the arbitration hearing will be conducted in the federal judicial district where you live or somewhere else more convenient to you if required by the rules of the AAA; and (ii) all arbitrations will be held in the English language, unless otherwise agreed to by the parties. You also agree that this agreement to arbitrate shall be binding on you, your heirs, administrators, representatives, executors, successors, and assigns. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules for free, 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.

(e) 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. We will 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.

(f) 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.

(g) We agree 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 8(g), which is not severable; 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 8(g) shall be determined exclusively by a court and not by the administrator or any arbitrator.

(h) This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitration shall apply the substantive law of North Dakota without regard to its conflict of laws rules, to all state law claims, including any applicable statutes of limitation. Limited discovery shall be conducted in accordance with the AAA's rules. The arbitrator may not award punitive or exemplary damages, unless (but only to the extent that) such damages are required by statute to be available remedy for any of the specified claims asserted. 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.

(i) This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties; and (i) the bankruptcy or insolvency of any party or other person. If any portion of this Arbitration Provision other than Section 8(g) 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 8(g) are finally adjudicated pursuant to the last sentence of Section 8(g) 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.

(j) 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 INDIVIDUAL 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.

9. Miscellaneous.

(a) Use of Information. We will use and disclose information about you and about your Transactions to which we gain access as a result of this Agreement solely for the purpose of processing Transactions in the Service, performing our obligations under this Agreement, performing our obligations with respect to the Service, and assisting Raisin and the POS to provide the Service.

(b) Your Representations. You represent and covenant that: (i) you own the Customer Account and have the authority to use the funds in the Customer Account; (ii) you have sufficient funds in your Customer Account or the Cash Account to cover each Transaction you make through the Service; and (iii) you will comply with (A) this Agreement and (B) all applicable local, state, federal and international laws, rules and regulations in connection with this Agreement, the Service, each applicable CD and/or MMDA and the account we use to hold your funds at Service Bank.

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

(d) DISCLAIMER OF WARRANTIES. THE SERVICES PERFORMED BY US PURSUANT TO THIS AGREEMENT ARE PROVIDED “AS IS”, AND NEITHER WE NOR ANY THIRD PARTY THAT CONTRIBUTES IN ANY MANNER TO SUCH SERVICES MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING WARRANTIES (I) WITH RESPECT TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF SUCH SERVICES OR ANY INSTRUCTIONS RECEIVED BY US FROM THE POS; (II) THAT SUCH SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE; OR (III) THE AVAILABILITY OF ANY FUNDS IN THE CUSTOMER ACCOUNT OR CASH ACCOUNT, UNLESS SUCH ACCOUNT IS MAINTAINED AS THE SERVICE BANK. FURTHER, WE AND ANY THIRD PARTY THAT CONTRIBUTES IN ANY MANNER TO SUCH SERVICES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO SUCH SERVICES.

(e) LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, SUBSIDIARIES OR CONTROLLING ENTITIES OR THIRD PARTY VENDORS, CONTRACTORS, TECHNOLOGY OR CONTENT PROVIDERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, AGENTS AND EMPLOYEES (THE “SERVICE BANK 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, THIS AGREEMENT, THE SERVICE, THE ACCURACY OR

COMPLETENESS OF ANY INSTRUCTIONS WE RECEIVE OR EXECUTE, OUR INABILITY TO EXECUTE UPON INSTRUCTIONS FOR ANY REASON OUTSIDE OF OUR DIRECT CONTROL, THE ACTIONS OF ANY POS, PRODUCT BANK, OR CUSTODIAL BANK, OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, OR FOR YOUR OR ANY OTHER PERSON'S USE OF, OR INABILITY TO USE, THE SERVICE. 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 SERVICE BANK PARTY KNOWS OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF THE SERVICE BANK PARTIES UNDER THIS AGREEMENT AND WITH RESPECT TO THIS AGREEMENT, OR THE SERVICE SHALL NOT EXCEED THE LESSER OF (I) THE GREATEST AMOUNT OF YOUR DEPOSITS IN THE APPLICABLE CDS, MMDAS, OR CASH ACCOUNT, AND (II) \$500, UNLESS CAUSED DIRECTLY BY THE SERVICE BANK PARTIES' FRAUD OR WILLFUL MISCONDUCT.

(f) Your Indemnification Obligations. To the extent permitted by applicable law, you agree to indemnify, defend and hold the Service Bank 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 or any breach or alleged breach by you of this Agreement. You shall cooperate with us as fully as reasonably required in the defense of any third-party claim subject to these indemnity provisions. We 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.

(g) Force Majeure. We have no liability for loss or damage and will not be deemed to be in default under this Agreement 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.

(h) Entire Agreement; Amendment. This Agreement (including the terms of any Offer incorporated into this Agreement and the terms of the Privacy Notice incorporated into this Agreement) is the complete and exclusive agreement between you and us with respect to First International Bank & Trust's role as Service Bank for the Service, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. To the extent First International Bank & Trust is acting as the Cash Bank for the Service in addition to the Service Bank under this Agreement, the terms of the Deposit Account Agreement and any additional agreements related to the Cash Bank control with respect to the Cash Account. This Agreement may be amended at any time by notice to you that new terms are posted on your POS's website, and by posting the amended terms on the POS's website, to be effective ten (10) days after such 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.

(i) Third-Party Beneficiaries. You agree that the Service Bank Parties, Raisin, the Product Banks, the Custodial Banks, and the POS are third-party beneficiaries of this Agreement

and shall have the right to enforce this Agreement against you.

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

(k) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Dakota without regard to its conflict of laws rules, the courts of which shall have exclusive jurisdiction over any dispute arising hereunder (except as provided in Section 8 regarding Arbitration).

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

(m) Severability. If any provision of this Agreement 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 this Agreement 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.

(n) No Other Bank Services. You acknowledge that any accounts that we establish in connection with the Service, or that any Product Bank establishes in connection with the Service, will be used solely for purposes of the Service, and that neither we nor any Product Bank will provide any other services in connection with such accounts.

Agreement to Service Bank Funds Transfer Agreement

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

By marking the checkbox indicating “I agree to the Service Bank Funds Transfer Agreement” (or similar terms), you agree to be bound by this Service Bank Funds Transfer Agreement as a condition for participating in the Service. If you do not agree to this Service Bank Funds Transfer Agreement, do not click “I agree to the Service Bank Funds Transfer Agreement” (or similar terms) and your enrollment in the Service will be terminated.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, telephone us at 844-994-EARN (3276), write us at Raisin, Attention Customer Service, 1407 Broadway, 14th Floor, Suite 1400, New York, NY 10018 or email us at support.us@raisin.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

The telephone number, email address, and address provided in this Error Resolution Notice is for Raisin, who is acting on our behalf for purposes of receiving your notice. By calling, emailing, or writing to Raisin at this number, email address, or address, we agree that you are deemed to be calling, emailing, or writing us for purposes of this Error Resolution Notice.