

# **DEPOSIT ACCOUNT AGREEMENT**

**Effective November 1, 2021**



## **Welcome to Globaling!**

This agreement contains important information concerning your account provided and offered by Sterling National Bank, a national banking association and member of the Federal Deposit Insurance Corporation, and made available through Globaling, LLC, a financial technology company, not a bank. Please read this agreement and keep it with your other bank records.

This agreement and your other account documents, together with any changes we may later make to them, serve as Sterling National Bank's contract with you governing your deposit account.

If you have any questions concerning your accounts, please call Globaling customer service at **+1-61-96-57-00-70**. Thank you for allowing us to handle your banking needs.

### **Part I. General Provisions**

### **Part II. Form of Account Ownership**

### **Part III. General Rules Governing Deposit Accounts**



## PART I. GENERAL PROVISIONS

### A. UNDERSTANDING THIS AGREEMENT

**1. INTRODUCTION:** This deposit account agreement (the “Agreement”) contains the terms and conditions governing your consumer deposit account, which is offered and provided by Sterling National Bank and made available through Globaling, LLC (“Globaling”). “Sterling,” “Bank,” “we,” “us,” and “our” refer to Sterling National Bank, its affiliates, successors, or assignees. “You” and “your” refer to the individual that maintains one or more accounts with us. All accounts and banking services made available through the Globaling platform are provided by Sterling. Any references to your “account” mean your deposit account provided by Sterling and made available through Globaling. In addition, your account is governed by an E-Sign Disclosure, Consent, and Electronic Communication Agreement, a Funds Availability Policy, Truth In Savings Disclosure, U.S. Consumer Privacy Notice, and various account disclosures, all of which, as they may be amended from time to time, are collectively referred to as “Account Disclosures” and are incorporated herein by reference.

**2. Globaling AS PROGRAM MANAGER:** Globaling is a program manager and service provider to Sterling. In that role, Globaling is responsible for providing services for Sterling to you such as assistance with onboarding and servicing customers’ deposit accounts. As part of its role as program manager and as described in greater detail throughout this Agreement, Globaling allows you to manage your account, make deposits, and conduct other account-related activities and provides customer service support for the account. **Globaling is a financial technology company, not a bank. Globaling does not provide your deposit account(s) or any other banking services.**

**3. LEGAL EFFECT OF PROVISIONS IN THIS AGREEMENT:** By accepting the terms of this Agreement and opening your deposit account or by failing to close your account before the date printed on the front of this Agreement, you accept and agree to be bound by this Agreement. It is a legally binding contract that can only be modified as provided in this Agreement. In establishing an account with us, you acknowledge and agree that our relationship with you is that of debtor and creditor and that we are in no way acting as a fiduciary for you or for your benefit, even if your account is titled a “trust account” or similar designation. We owe you only a duty of ordinary care. You should READ and RETAIN this Agreement so that you can refer to it whenever you have a question about your account.

**4. ORGANIZATION OF AGREEMENT:** Part I of this Agreement sets forth general provisions applicable to all accounts subject to this Agreement. The terms governing ownership of the accounts in different capacities are described in Part II of this Agreement. The general terms governing accounts are set forth in detail in Part III.

**5. EFFECT OF STATE AND FEDERAL LAWS AND REGULATIONS:** Your relationship with Sterling National Bank is governed primarily by this Agreement, but it is



also governed by the laws of the United States; the rules and regulations of the Board of Governors of the Federal Reserve System and various Federal Reserve Banks; the rules and regulations of the Consumer Financial Protection Bureau; the rules and regulations of other proper bank supervisory authorities and other governmental agencies; and the laws of the state of New York. Your account is deemed to “reside” in New York. If state and federal law are inconsistent, or if state law is preempted by federal law, federal law governs. If any terms of this Agreement are found to be in violation of, or restricted by, applicable laws or regulations, those terms will be construed so as to conform to such law or regulation, but the rest of this Agreement will not be affected by such laws or regulations and will remain in full force and effect.

**6. HEADINGS:** The headings in this Agreement are for reference only. They do not limit the terms or provisions set forth herein. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. In some sections we provide examples. The examples are for illustrative purposes only and do not cover all of the situations that are covered by the section.

#### **7. IMPORTANT DEFINITIONS:**

**Business day:** For purposes of this Agreement, our business days are Monday through Friday, excluding bank holidays. Our business days are subject to change, from time to time, at our discretion. Except to the extent additional notice is required by law, any change in our business days or cutoff hour becomes effective on the day the new business days or cutoff hour is posted or otherwise communicated.

**Consumer account:** Any account which is held or maintained primarily for personal, family, or household purposes.

**Item:** All orders and instructions for the payment, transfer or withdrawal of funds from an account, including, but not limited to, any check, Automated Clearing House (“ACH”) transaction, fund transfers, teller cash withdrawal, ATM withdrawal, or debit card purchase.

## **B. YOUR ACCOUNT**

**8. OPENING AN ACCOUNT:** Your account will be opened when we have accepted your application to open the account; you have received and agreed to the terms of this Agreement, including the appropriate inserts; and we have received any other documents that we may require to establish an account. However, if we open the account on our records and accept any deposit or process any other transaction, your account will be considered open and subject to the terms of this Agreement. If you do not furnish us any information or document required of you in this Agreement, we have the right to close your account at any time.

You must be at least eighteen (18) years of age to open an account.

**9. CONSENT TO GATHER INFORMATION:** You authorize us to obtain information at the time you open an account and, from time to time, thereafter regarding your credit history and account relationships from credit reporting agencies and other third parties. We have the right to report information about your account to any credit reporting agency or to anyone to whom you give us as a reference. We may share client transaction and experience information with our affiliates.

**10. IDENTIFICATION NOTICE (USA PATRIOT ACT):** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask for your name, address, date of birth, social security number or individual taxpayer identification number, and other information that will allow us to identify you. We may also ask to see other identifying documents like a driver's license. You will also be asked to complete a simple video-based identity verification which will include taking a picture of your ID and a selfie using your mobile phone or computer camera.

**11. COMPLIANCE:** You agree to comply with applicable laws and regulations including United States economic sanctions laws and regulations. You may not use your account or related services for any illegal transactions or activity.

**12. OUR MODIFICATION OF THE AGREEMENT:** We reserve the right to modify the terms in this Agreement at any time and from time to time. Our ability to modify the terms of the Agreement includes the right to increase or decrease any fees, minimum balance/deposit requirements, limits on transactions, or any other term or condition to which your account is or may be subject, as well as to establish new fees, requirements, terms or conditions. We may make changes without prior notice to you unless otherwise required by applicable law. If we are required by applicable law to provide prior written notice, we may modify the terms of this Agreement by electronic or paperless delivery of a notice of such modifications. You agree that failure to close your account before the effective date of any such modification evidences your agreement to the modification.

**13. TERMINATION OF AGREEMENT/CLOSING OF YOUR ACCOUNT:** This Agreement can be terminated and/or your account can be closed by calling us at **+1-61-96-57-00-70** by a notice in writing or by any means we make available. Such a termination will not release you from any fees or other obligations incurred before the termination, those you incur in the process of closing out your account, or for your liability on outstanding items or other items we have handled as agent for you. You agree that notice of termination of this Agreement and/or closure of your account by us will be reasonable if it is sent to your email address as shown on our records or delivered via text message to your mobile phone of record, at least ten (10) days prior to the date of the termination. You also agree that we may terminate this Agreement and/or close your account without giving you prior notice if we have reason to believe that you are using your account to facilitate a fraud or other crime or if you the User Agreement you entered into with Globaling is terminated for any reason. We may require you to close your account and to open a new account if: (1) there has been a forgery or fraud reported or committed



involving your account, (2) you have too many transfers from your account, (3) any other provision of this Agreement is violated, or (4) your non-public information has been compromised. We are not responsible for payment of any withdrawal or other item once this Agreement is terminated and/or your account is closed.

Your debit card is the property of Sterling National Bank and may be cancelled and its privileges revoked at any time without prior notice to you. You shall return the debit card to us upon demand or it may be repossessed by us or our agent at any time.

This Agreement continues to govern matters related to your account even after your account closes.

## C. NOTICES, STATEMENTS, AND OTHER COMMUNICATIONS

**14. NOTICES:** You can reach our client service representatives at Globaling by calling +1-61-96-57-00-70. All notices, questions, and other communication concerning your account should be directed to: [inquiry@globaling.io](mailto:inquiry@globaling.io). Paper written notices should be sent to: 2221 Camino Del Rio South Suite 100 San Diego, CA 92108.

Any written notice you give us is not effective until two (2) business days after we receive it, not counting the actual day of receipt, provided that we may recognize such notice earlier. Any written notice we send you is effective when sent to you at the email address to which we are then sending your statements.

You are responsible for notifying us of any change in your email address. We may inform you of any changes affecting your rights and obligations by emailing you a notice at that same address. We may include a notice on your statement.

If a notice is returned to us undelivered, the change described in the notice is still effective and you are bound by it.

**15. ELECTRONIC AGREEMENTS:** You agree that we may make agreements with you by electronic means. Your authorization and consent to such an agreement, or your delivery of instructions, may be made by use of certain numbers, codes, marks, signs, personal identification numbers ("PINs"), public or private keys, or other means acceptable to you and us, to establish your identity and acceptance of the electronic communications. All electronic communications and agreements will be deemed to be valid and authentic, and you intend and agree that those electronic communications and agreements will be given the same legal effect as written paper communications signed by you. You agree that electronic copies of communications and agreements are valid, and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

As indicated on your E-Sign Disclosure, Consent and Electronic Communication Agreement, by opening this account you are acknowledging and agree to receive all of your account agreements, and other documents, disclosures, statements and notices associated with your account electronically.

**16. YOUR WAIVER OF CERTAIN NOTICES:** You waive notice of non-payment, dishonor, or protest regarding any items credited to or charged against your account. For example, if a check you deposit is dishonored and returned to us, we are not required to notify you of that dishonor.

**17. LOST OR STOLEN CARD:** You agree to notify us promptly if you debit card is lost or stolen.

#### **D. ABANDONMENT OF ACCOUNT**

**18. ESCHEAT IN GENERAL:** The balance in your account may become unclaimed funds escheatable to the state of your last known address as shown by our records, if you have not, within the statutory period, caused any activity or received any payments with regard to the account, indicated any interest in the account, corresponded with us concerning the account, or transacted any business on the account with us.

If your account is inactive, with no deposits or withdrawals being made for a period of two (2) years, your account will become dormant. An Abandoned Account Processing fee will be charged to your account before the funds are escheated to the state. This service charge is not refundable or otherwise restored to you. The Bank may stop posting statements if your account is dormant for more than two (2) years.

**19. ADDITIONAL INFORMATION ON ESCHEAT SUBJECT TO NEW YORK STATE'S ABANDONED PROPERTY LAW:** For consumers that are subject to New York State's Abandoned Property Law, your account will be considered abandoned and the money in it will be turned over to New York State as abandoned property if, for three (3) consecutive years:

- No deposit was made;
- No withdrawal was made; or
- We have not received written notification indicating that you are aware of the account.

You can reactivate your account by doing any of the above before the money is turned over to New York State.

To reclaim money turned over to New York State, you must file a claim. Instructions and forms for making claims are available from:

New York State Comptroller  
Office of Unclaimed Funds  
110 State Street  
Albany, NY 12236  
[WWW.OSC.STATE.NY.US](http://WWW.OSC.STATE.NY.US)

## E. RESOLVING DISPUTES

**20. ARBITRATION:** At your or our request, a dispute concerning your account will be decided by arbitration under the consumer arbitration rules of the American Arbitration Association for consumer accounts. Arbitration involves the review and resolution of the dispute by a neutral party. If either you or we choose arbitration, neither you nor we will have the right to litigate that claim in court or to have a jury trial on that claim. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. The arbitrator's decision generally will be final and binding.

**CLASS ACTION WAIVER: YOU AND WE AGREE THAT NO DISPUTES MAY BE ARBITRATED ON A CLASS ACTION BASIS. ARBITRATION CAN ONLY DECIDE YOUR OR OUR INDIVIDUAL CLAIMS AND SUCH CLAIMS MAY NOT BE CONSOLIDATED OR JOINED WITH CLAIMS OF OTHER PERSONS WHO MAY HAVE SIMILAR CLAIMS.**

Any arbitration hearing that you attend will take place in the federal judicial district where you reside. This arbitration provision shall survive closure of your account or termination of all business with us.

**21. WAIVER OF TRIAL BY JURY:** To the extent permitted by law, if any dispute or claim results in a lawsuit, and neither you nor we have elected or requested arbitration, you and we knowingly and voluntarily agree that a judge, without a jury, will decide the case. The trial will be brought individually and not as part of a class action. If it is brought as a class action, it must proceed on an individual (non-class, non-representative) basis. **YOU KNOWINGLY AND VOLUNTARILY AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION LAWSUIT.**

**22. YOUR INDEMNIFICATION OBLIGATIONS AND LIMITATIONS ON OUR LIABILITY:** You agree to indemnify and hold us, our officers, directors, employees and agents harmless from any and all losses, or claims of any kind arising in connection with the services provided under this Agreement, except those losses, claims, and expenses (including attorney's fees and costs) arising out of our gross negligence or willful misconduct. You further agree to indemnify and hold us, our officers, directors, employees and agents harmless from any and all losses or claims of any kind arising out of actions we take or omit to take in good faith reliance upon instructions from you. You also agree to hold us harmless for failing to act on your instructions when we reasonably believe such instructions would cause us to be exposed to civil or criminal liability.

You agree that if we do not properly complete a transaction according to this Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevented the





transaction, or if the transaction is prevented because the funds in your account are or may be subject to legal process or other claim. We are not responsible or liable for any other entity's (not under our direct control) acts or omissions including, without limitation, any Federal Reserve Bank or transmission or communication facility.

EVEN IF LIABILITY IS ESTABLISHED FOR ACTUAL DAMAGES, IN NO EVENT WILL YOU OR WE BE LIABLE TO YOU FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF WHETHER YOU OR WE MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS REQUIRED BY APPLICABLE LAW.

The limitations and exclusions in this paragraph shall apply to all claims of every kind, nature and description whether arising from breach of contract, breach of warranty, gross negligence or other tort, and will survive the termination of this Agreement and all of your business with us.

**23. LIMITATION ON TIME TO SUE:** An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action accrues.

**24. FORCE MAJEURE:** You agree we have no responsibility or liability to you or any third party for failure or delay in our performance under this Agreement or for any losses due to causes or conditions including, without limitation, delays and/or interruptions of business due to any act of God, natural disaster, pandemic, fire, act of government authority, act of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power failure, telecommunications failure, severe adverse weather condition or other causes beyond our reasonable control. The time, if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption.

**25. NO WAIVER OF OUR RIGHTS:** No course of dealing, delay or omission on our part in exercising any of our rights is a waiver by us of such rights or any other right. If we waive or otherwise fail to exercise any right, we may still insist on full enforcement of such right in the future.

**26. SYSTEMS AND SOFTWARE:** We are not responsible for any loss or damages you suffer as a result of the failure of systems and software you use to interface with our systems or systems and software you use to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third-party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software you use to process banking transactions and the ability of such systems and software to do so accurately.

## PART II. FORM OF ACCOUNT OWNERSHIP

**27. SINGLE OWNER CONSUMER ACCOUNT:** Your account is a consumer account and the only form of ownership permitted is as a direct, individual account. You will be considered by us as the sole owner of the account. You may not designate additional signatories or otherwise delegate your ability to use the account to another person.

We do not offer or make available through the Globaling platform joint accounts, trust accounts, custodial accounts, “payable on death” designations, Totten Trust accounts, agency or fiduciary accounts, estate accounts, business accounts, organization accounts, or any other form of account other than a single owner, individual account. An account may not be opened on another person’s behalf, by power-of-attorney or otherwise. Only the individual person that will own the account is authorized to open an account.

We may establish your account on our books as a “sub-account” of an omnibus account held by Sterling National Bank for your benefit. If we elect to establish your account as a sub-account, it will not affect the other terms and conditions of your account or this Agreement, your account’s eligibility for federal deposit insurance protection, the interest (if any) paid on your account, the service charges imposed in connection with your account, or the Truth in Savings disclosure given to you. You authorize us and Globaling to act as your agent to transfer funds between your sub-account and the omnibus account. Your deposit and withdrawal capabilities are not affected by our election to establish a sub-account.

## PART III. GENERAL RULES GOVERNING ACCOUNTS

### A. DEPOSITS

**28. DEPOSIT OF ITEMS:** You may make deposits by using Globaling’s Mobile Application (“Mobile App”) in-app mobile deposit feature, by receiving transfers from third parties, or by any other method we make available, such as over-the-counter deposits facilitated through third party vendors. The Funds Availability Policy provided to you sets forth our policies relating to the availability of deposited funds. We do not accept deposits by mail or any other method except as described herein.

We reserve the right to limit, refuse or return any deposit. All deposits must be of, or denominated in, United States currency.

You agree that you will not deposit, without our prior written consent, “substitute checks,” as defined by federal law, or Image Replacement Documents that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an item, you agree to reimburse us for losses, costs and expenses we may incur associated with warranty or indemnity claims. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we incur because the substitute check



resulting from the electronic representation does not meet applicable substitute check standards and/or causes duplicated payments.

You authorize us to accept transfers, checks and other items for deposit to your account if they are made payable to you or to your order, whether or not they are endorsed by you. You may only deposit checks that are made payable to you or your order directly.

You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine and without prejudice and guarantee any lack of endorsement.

You agree not to endorse any deposited item with the restrictive covenant “without recourse” or words with similar meaning. All endorsements must appear on the back of the check or other item within the first one- and one-half inches from the left side of the item when looking at it from the front. Further, any item deposited to your account that bears your stamped or facsimile endorsement will be deemed to bear your actual endorsement whether such endorsement was affixed by you or by someone having no authority to supply your endorsement. We do not accept checks payable to multiple parties for deposit.

We reserve the right to refuse any item for deposit into your account. Any variation of a payee name, which, in our sole discretion, would reasonably indicate that you are intended to be the payee, shall be acceptable. You represent and warrant to us your entitlement to any check you deposit, that it is properly endorsed or that you guarantee any lack of endorsement, and we are authorized to accept such check or instrument for deposit and collection into your account. You agree to reimburse us for any loss or expense, including, without limitation, attorneys’ fees and the costs of litigation, arbitration or other dispute resolution to the extent provided by law, that we incur because you fail to endorse an item exactly as it is drawn.

If we receive an item on a day that is not a business day or after our cutoff hour on a business day, the item is deemed to have been received on our next business day.

We do not accept money orders for deposit.

**The following rules apply to checks deposited using Globaling’s in-app mobile deposit feature:**

When you deposit a check using Globaling’s in-app mobile check deposit feature, you must (i) endorse the check in the same manner in which it was made payable to you and (ii) include a restrictive endorsement: “For Mobile Deposit Only” indicating that the check was deposited using mobile deposit. We may reject any attempted mobile deposit that does not comply with these conditions, or for any reason within our sole discretion. After we have accepted a check through mobile deposit, you may not present the check in any form (paper or digital) to any other financial institution. You must retain the original paper check in your possession for 60 days to facilitate the clearing and deposit process, to address third-party claims regarding the check or for our own auditing purposes. If you fail to make the original check available for our review during the 60 days following mobile



deposit, we reserve the right to deduct the funds in question from your account. When you submit a check for mobile deposit, you represent and warrant that (i) each check image is a true and accurate rendition of the front and back of the original check, without alteration, and that the drawer of the check has no defense against payment of the check, (ii) all signatures and endorsements are authentic and authorized, (iii) the amount and payee are accurately identified and have not been altered, (iv) you are entitled to enforce the check, (v) the check complies with all requirements for mobile deposit set forth in this Agreement or that we have otherwise communicated to you, (vi) you have possession of the original paper check, (vii) other than the digital image of an original check that you submit through the Globaling Mobile App, you have not created any other duplicate images, (viii) no other party will submit the original check for payment. After your mobile deposit is complete and accepted for deposit, the funds will be applied to your account and be available for transactions, subject to our Funds Availability Policy provided to you.

**Mobile Deposit Limits:**

- You may not exceed \$5,000.00 for any single mobile check deposit
- You may not exceed \$5,000.00 in mobile check deposits in any single day
- You may not exceed more than 10 mobile check deposits in a single day
- You may not exceed \$10,000.00 in mobile deposits in any month, on a rolling 30-day basis.

**29. COLLECTION OF ITEMS:** Even though we may credit your account immediately when you make a deposit, we receive any item (other than United States currency) for deposit or collection as your collection agent, and we reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your account for items should they become lost in the collection process. We assume no responsibility beyond the exercise of due care, and we may handle the collection of any such item in accordance with our usual practices. We will not be liable for default or negligence of our correspondents or for loss in transit, and each correspondent will not be liable except for its own negligence. Items and their proceeds may be handled in accordance with applicable regulations, Clearing House Association or fund transfer system rules, and contractual arrangements with other financial institutions. If an item is lost in processing, we have the right to charge your account for the lost item immediately or after an investigation.

All deposited items are provisionally credited to your account and subject to final payment and receipt of proceeds by us. Without prior notice to you, we may charge back any item to your account (and adjust the interest earned on your account, if any, accordingly) at any time before final payment, whether the item is returned or not (and whether it was deposited or returned by electronic or other means), and we may also charge back any item to your account if, within the normal handling period for such item, the item cannot

be honored against the drawer's account. We are authorized to pursue collection of previously dishonored items and, in so doing, may permit the drawee bank to hold an item beyond the midnight deadline.

If any check or other item deposited in your account is returned to us by the bank on which it was drawn through the Federal Reserve, a clearing house or other normal check return channels, we may accept that return and charge the check or other item back against your account without regard to whether the bank on which the check was drawn returned the check before its midnight deadline, even if doing so results in an overdraft in the account. Furthermore, if, after a check or other item deposited into your account is finally paid, it is returned to us by the bank on which it was drawn because someone has made a claim that the check or other item was altered, forged, unauthorized, or should not have been paid for some other reason, we may debit your account for the amount of the item, even if doing so depletes all funds in the account or results in an overdraft in the account.

**30. DIRECT DEPOSITS:** If we provide direct deposit services for automatic preauthorized deposits to your account of government payments or automatic transfers from your other accounts with us you must notify us at least thirty (30) days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If, in connection with a direct deposit plan, you deposit any amount in this account which should have been returned to the Federal Government or other issuer for any reason, you authorize us to deduct the amount of your liability to the Federal Government or other issuer from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of this liability.

## B. WITHDRAWALS

### **31. WITHDRAWAL PROCEDURES:**

You may make withdrawals using an ATM that is part of an ATM network to which we belong. You may transfer funds from your account by means we make available to you, including by using the Globaling Mobile App or the Globaling website.

You agree that we may charge your account for any withdrawal or transfer amount that you make or authorize someone else to make. We reserve the right to limit the amount of funds that may be withdrawn from your account in cash for various reasons, including, without limitation, the amount of currency that is available at an ATM terminal.

We may refuse to allow a withdrawal if you do not have sufficient available funds in the account to cover the full amount of the withdrawal, there is a dispute about the account (unless a court has ordered us to allow the withdrawal), the account is garnished or attached or otherwise subject to legal process, the account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time.

If electronic debits or other orders of payment from your account are issued by any third



party, the Bank bears no liability for such items. A notation of “authorized by your depositors,” or similar words will be deemed sufficient as your authorization to the Bank to pay the items presented.

If we receive an item that does not meet our requirements, we reserve the right to reject the item, impose a special fee for processing the item, or both. We also reserve the right to refuse a withdrawal or transfer request that is attempted by any manner not specifically authorized for the account in question, that is greater in frequency or number than that specifically permitted for the account in question, or that is for an amount less than any minimum withdrawal or transfer denomination required for the account in question.

We will not honor any checks drawn against your account.

**32. ELECTRONIC PRESENTMENT/POSTING:** We may charge your account on the day that a transaction is presented (or returned) to us directly or electronically for payment. We may also charge your account or place a hold on funds at an earlier time if we receive notice that an item or transaction has been deposited for collection in another institution or is being processed against your account by a merchant (e.g., at a point-of-sale terminal). In that regard, you should understand that some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. This could affect the balance available in your account to cover other transactions. We are not responsible for damages or wrongful dishonor if any item is not paid because of insufficient funds resulting from these procedures.

**33: INSUFFICIENT FUNDS, UNCOLLECTED FUNDS AND OVERDRAFTS:** An account is considered to have insufficient funds when the available balance is insufficient to pay a debit (such as an ATM withdrawal, debit card transaction, preauthorized automatic debit, or other electronic transfer) presented for payment. A portion of the balance in an account is considered to be “uncollected” when it has not yet become “available” in accordance with our Funds Availability Policy. We may refuse to pay and thereafter return any item drawn on your account when the balance in the account that would be necessary to pay the item is either insufficient or uncollected. We may determine whether or not your account contains sufficient available funds to pay an item at any time between the time we receive the item and our return deadline, and only one determination of the account balance is required. We determine the order in which we process and post deposits and other credits and items to your account.

We will not pay items where there are insufficient or uncollected funds to pay them. If we do pay the insufficient or uncollected funds item, you agree and acknowledge that such payment does not constitute an application for credit and that the amount of the deficiency in your account is immediately due and payable to us without further demand. You agree that you will immediately deposit or otherwise pay us sufficient good funds to eliminate the overdraft. We may apply all subsequent deposits to your accounts, including deposits of benefit payments such as Social Security payments, to cover the overdraft items.

## C. ELECTRONIC FUNDS TRANSFERS

**34. GENERAL:** This Section C of Part III (Electronic Fund Transfers) explains provisions that apply to electronic fund transfers to or from consumer accounts only. These transfers are governed by Regulation E, which implements the federal Electronic Fund Transfer Act. These provisions do not apply to any fund transfer (including a wire transfer) that is a remittance transfer as defined in Regulation E, Subpart B. The electronic fund transfers we are capable of handling for consumers are indicated below.

**35: TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS:** We provide a variety of electronic fund transfer services for your account. These include payments, deposits and transfers that you make or receive by electronic methods, such as with your debit card, through the Mobile App, or online through Globaling's website.

**A. Prearranged Transfers:** You may make arrangements for certain recurring prearranged transfers.

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your account. You can obtain instructions access a form to initiate direct deposit in the Globaling Mobile App or on Globaling's website. You can use direct deposit to deposit a maximum of \$5,000.00 for any single deposit and a maximum of \$5,000 per day. Please note that ACH transfers from outside financial institutions or third-party money transfer services count against these limits.
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your account. We will treat a request for payment received from a third party pursuant to such an arrangement as a request for payment authorized by you.

**B. ATM Withdrawals:** You may access your account by ATM using your debit card and PIN to get cash withdrawals from your account. The following limits apply to ATM cash withdrawals:

- Maximum 5 withdrawals per day
- Maximum \$500.00 per withdrawal
- Maximum \$2,500 per day
- Maximum \$5,000.00 per month (on a 30 day rolling basis)

Certain ATM locations may have lower limits based on machine capabilities

**C. Point of Sale Transactions:** Using your debit card:

- You may access your account to purchase goods (in person, by computer or mobile device), pay for services (in person, by computer or mobile device), withdraw cash from a merchant (if the merchant permits) or from participating



financial institutions, and do anything that a participating merchant will accept.

- You may not exceed more than 20 transactions per day
- You may not exceed \$3,000.00 for any single transaction.
- You may not exceed \$5,000.00 aggregate transactions per day.

**D. Mobile Banking Transfers:** You may access Globaling's Mobile App using your mobile device to:

- Get account information
- Make payments to third parties from your account
- Pay bills
- Send money to people via a person-to-person transfer
- Manage your savings jars
- Manage your debit card

When you use the Mobile App, you may be charged access fees by your cell phone service provider based on your individual plan. Web access is needed to use this service. Check with your cell phone service provider for details on specific fees and charges.

**E. Computer Transfers:** You may access your account at [www.globaling.io](http://www.globaling.io). Subject to applicable limits set forth herein, using your User ID and Password, you can:

- Get account information
- Make payments to third parties from your account
- Pay bills
- Send money to people via a person-to-person transfer
- Manage your savings jars
- Manage your debit card

**F. Limits for Person-to-Person Mobile Banking and Computer Transfers:**

- You may not exceed \$4,000.00 in person-to-person transfers in any given day
- You may not exceed 8 person-to-person transfers to people that do not have an account through Globaling in any given month. There is no limit on transfers per month to people that have an account through Globaling.

**G. Electronic Fund Transfers Initiated by Third Parties:** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House ("ACH") or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all





cases, these third-party transfers will require you to provide the third party with your account number and financial institution information. This information can be found in the Globaling Mobile App or on Globaling's website after logging in to your account. You should only provide your financial institution and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

**36. FEES:** We charge a \$4.95 monthly service fee. Except as set forth below, we do not charge fees for individual transactions regardless of type.

- We will charge you a fee in the amount of \$10.00 if you lose your card and we replace it.

Note that if you use an ATM that is not part of the MoneyPass network, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not make a withdrawal).

**37. DOCUMENTATION:**

**A. Terminal Transfers:** You can usually get a receipt at the time you make a transfer from your account using an ATM or point-of-sale terminal. You may not get a receipt for small dollar transactions.

**B. Preauthorized Credits:** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can check the Globaling Mobile App, or call us at the telephone number listed below, to find out whether or not the deposit has been made.

Globaling Customer Service: **+1-61-96-57-00-70**

**C. Periodic Statements:** We will provide notice of periodic account statements via text message or through the Mobile App, and you can access periodic statements through our Mobile App. You will also be able to access your monthly statements through Globaling's website at [www.globaling.io](http://www.globaling.io), after logging in to your account. Statements will be available monthly, on the anniversary of the date you first fund your account.

**38. PREAUTHORIZED PAYMENTS:**

**A. Right to Stop Payment and Procedure for Doing So:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call Globaling customer service at +1-61-96-57-00-70 or send us an email at [inquiry@globaling.io](mailto:inquiry@globaling.io) or write to us at Globaling, 2221

Camino Del Rio South Suite 100 San Diego, CA 92108, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

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

**C. Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop one of these payments as set forth above three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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

- If your account is suspended when you request the transfer
- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the transfer appears suspicious and is blocked, based on a prohibited activity.

**40. CONFIDENTIALITY:** We will disclose information to third parties about your account or the transfers you make:

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- as explained in the U.S. Consumer Privacy Notice.

**41. CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS:** Tell us **at once** if you believe your debit card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your account. Emailing Globaling customer service at [inquiry@globaling.io](mailto:inquiry@globaling.io) or calling Globaling customer service at **+1-61-96-57-00-70** as soon as possible is the best way of



keeping your possible losses down. You could lose all the money in your account. If you tell us within two (2) business days after you learn of the loss or theft of your debit card and/or code, you can lose no more than \$50 if someone used your ATM or debit card and/or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ATM or debit card and/or code, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by debit card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lost after the sixty (60) days.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**42. Debit Mastercard<sup>®</sup> Additional Limits on Liability for Consumer Debit Cards:**

You will not be liable for any unauthorized transactions using your debit Mastercard<sup>®</sup> if:

1. you can demonstrate that you have exercised reasonable care in safeguarding your debit card from the risk of loss or theft, and
2. upon becoming aware of a loss or theft, you promptly report the loss or theft to Mastercard.

**43. ERROR RESOLUTION NOTICE:** Email Globaling customer service at [inquiry@globaling.io](mailto:inquiry@globaling.io), or telephone us at **+1-61-96-57-00-70**, or write to us at Globaling, LLC, 2221 Camino Del Rio South Suite 100 San Diego, CA 92108 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 a statement or receipt. We must hear from you no later than sixty (60) days after we send or make available the FIRST statement on which the problem or error appeared.

When you contact us:

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 ten (10) business days.



We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will issue a provisional credit to your account within ten (10) business days of your complaint 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.

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

An account is considered a new account for thirty (30) days after you first deposit funds into your account.

We will tell you the results within three (3) 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.

#### **44. OTHER TERMS AND CONDITIONS:**

A. We have the right to refuse a transaction on your account when your debit card has been reported lost or stolen or when we reasonably believe there is unusual activity on the account.

B. You cannot use your debit card for a transaction that would exceed your account balance. We will not be required to complete any such transaction or any transaction that would exceed the daily authorization limit attached to your debit card, but if it does, you agree to pay us the amount of the improper withdrawal or transfer upon request.

C. You agree not to reveal your PIN to anyone and not to write your PIN on your debit card or on any item kept with your debit card.

D. If you give your debit card and PIN to another, then that person's transactions will be considered authorized.

E. Use of the debit card is also subject to the rules of the government agencies which regulate federal savings associations.

**45. BUSINESS DAYS:** Our business days are Monday through Friday, excluding bank holidays.

**46. CHANGING THIS AGREEMENT:** For purposes of this Section C, we have the right to change this Agreement from time to time, effective upon notice to you, either delivered by text message or in-app notification, or emailed to you at your email address shown on our records, or on any other stated effective date. We will notify you at least twenty-one (21) days before a change will take effect if it will cause you greater costs or liability, if it will limit your ability to engage in transactions, or if it will result in stricter limitations on the frequency or dollar amount of transfers. We do not have to notify you in advance, however, if the change is necessary to maintain or restore the security of an account or an electronic fund transfer system.

## **D. FUNDS TRANSFERS**

**47. GENERAL:** The following special rules apply to any fund transfers you receive through us in connection with your account that are not subject to the Electronic Fund Transfer Act or the Consumer Financial Protection Bureau's Regulation E, including, but not limited to, Fedwire transfers; transfers of funds for the primary purpose of purchasing or selling securities or commodities regulated by the Securities and Exchange Commission ("SEC") or the Commodity Futures Trading Commission ("CFTC"), purchased or sold by a Broker-dealer regulated by the SEC or through a futures commission merchant regulated by the CFTC, or held in book-entry form by a Federal Reserve Bank or federal agency purchase or sale of a security or commodity; automatic intra-bank transfers under an agreement with us; and telephone-initiated transfers that are not the function of a written plan contemplating periodic or recurring transfers. If any part of a fund transfer you receive is carried out by using Fedwire (which is a fund transfer system operated by the Federal Reserve Banks), then your rights and obligations are subject to the Federal Reserve Board's Regulation J. Article 4A of the Uniform Commercial Code includes provisions relating to fund transfers and the terms used in this Section E of Part III (Funds Transfers) have the meanings set forth in Article 4A.

**48. RECEIVING FUND TRANSFERS:** You acknowledge that we have given you notice that, except for fund transfers we receive through Fedwire, any credit we give you with respect to a fund transfer is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to your account in connection with such entry. In such an event, the person who sent the fund transfer is not deemed to have paid you its amount.

You acknowledge that we will not give you next day notice of receipt of a wire fund transfer item. Instead, you can view credits shortly after they have been credited to your account using the Mobile App or our website. In addition, we will notify you of the receipt of payments in your periodic account statements.

## E. PROTECTING YOUR ACCOUNT

**49. REVIEWING STATEMENTS AND ERROR NOTIFICATION:** We will maintain appropriate records of your account. We will make account statements available through the Globaling Mobile App, and online at [www.globaling.io](http://www.globaling.io) when you log in to your account. You agree to notify us promptly if you change your email address or mobile phone number. If any statement or notice thereof is returned to us because of an incorrect e-mail address or phone number, we may stop sending statements to you, in which case you acknowledge that we shall not be held liable for failing to make your statement of account available to you. In such case, it shall be considered as if we have provided you with your statement as of the statement date that was or would have been shown on your statement, showing payment of items and the items paid or the information sufficient to allow you to reasonably identify the items paid. You must review your account statement for errors or unauthorized payments or transfers.

Except as noted in Section C of Part III (Electronic Fund Transfers) or other document applicable to electronic fund transfers, if your account statement contains any errors or improper charges, you agree to notify us of any such errors or improper charges within fourteen (14) days of the first date on which we mailed the affected statement or otherwise made the transactional information available to you. If you do not notify us within that time, you are absolutely barred from bringing any action against us that is in any way related to the errors or improper charges. If we honor an item drawn on your account that is fraudulent or improper or contains a forged signature or endorsement or is altered in any way, you agree to notify us of such forgery or alteration within fourteen (14) days of the date on which the forged or altered item was provided to you or, if the item was not provided to you, within fourteen (14) days of the first date on which we mailed the account statement or made available to you the transactional information that contained a description of the forged or altered item. If you do not so notify us, you are absolutely barred from bringing any action against us that is related in any way to the forgery or alteration. In any case, you are barred from bringing any action against us for multiple unauthorized signatures or alterations by the same wrongdoer if you do not notify us in writing within fourteen (14) days after we first mailed the account statement or made available to you the transactional information that contained the description of that same person's first forged or altered item drawn on your account.

Failure to report a forged or altered item within the time frames set forth above shall be deemed conclusive proof that you failed to exercise reasonable care and promptness in examining the statements and items of the affected account and in notifying us after discovery of the forgery or alteration. Moreover, because you are in the best position to discover an unauthorized signature, an unauthorized endorsement, or a material alteration, you agree that we will not be liable for paying such items if these items were drawn without authority or altered so cleverly that the lack of authorization or alteration could not be detected by a reasonable person and you were negligent in some respect. An item description appearing in an account statement will be deemed sufficient for purposes of this paragraph if it contains the item's number (or other identifier), amount,

and date paid.

**50. FRAUD DETECTION AND DETERRENCE; IDENTITY THEFT:** Fraud has increased dramatically in recent years due to a number of factors, including increased access by criminal elements to high quality computer scanning and printing equipment and expedited funds availability mandated by Congress and the Board of Governors of the Federal Reserve System. There are several precautions you can and should take to decrease the risk of unauthorized debits to your account. Such precautions include, but are not limited to:

- Safeguarding critical identity information such as your account number
- Safeguarding electronic access devices, ATM and debit card PIN,
- Promptly and carefully reviewing each monthly bank statement for unauthorized debits, and promptly reporting any claims to us
- Reviewing online activity and statements for unauthorized activity on a regular basis and upon any suspicion that a debit card or login credentials may have been stolen
- Closing your account immediately upon discovery of any known or suspected unauthorized debits

## **F. OTHER TERMS**

**51. CARD TRANSACTIONS USING CURRENCY OTHER THAN U.S. DOLLARS:** If you effect a transaction with your debit Mastercard® in a currency other than U.S. dollars, Mastercard International Incorporated will convert the charge into a U.S. dollar amount. Mastercard International will use its currency conversion procedure, which is disclosed to institutions that issue debit Mastercard® cards. Currently the currency conversion rate used in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by Mastercard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established, from time to time, by Mastercard International. The currency conversion rate used by Mastercard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. You may be charged a foreign transaction fee, in addition to any other ATM or debit card fees, by other participants in such a transaction.

**52. ELECTRONIC IMAGES:** We may add images of your account documents (items) to our electronic document storage system. We may destroy the original documents that have been converted to electronic images.

**53. SETOFF AND SECURITY INTEREST:** If your account has a negative balance for fifteen (15) days or more, we have the right under the law to use the money from another

account you have with us at the Bank to pay the debt (this right is known as the right of “setoff”). In addition, you grant us a security interest in your deposit account so that the balance in the account is collateral for any current or future obligation you owe us (whether as a borrower, a guarantor, a debtor or otherwise). We may use the money to pay the debt even if withdrawal results in an interest penalty or insufficient funds to cover outstanding items. The security interest granted by this Agreement is consensual and is in addition to our right of setoff. However, the right of setoff and security interest may not apply to your account if: (1) it is an IRA or a tax-deferred Keogh Retirement Account (but this does not affect our rights under any consensual security interest); (2) the debt is created by a consumer credit transaction under a credit card plan; or (3) our records demonstrate to our satisfaction that your right of withdrawal arises only in a representative capacity (for example, only as an authorized signer, attorney-in-fact, or a fiduciary).

Neither we nor our affiliates will be liable to you if our setoff from your account leaves insufficient funds to cover outstanding items. You agree to hold us and our affiliates harmless from any claim arising as a result of the exercise of our right of setoff.

**54. LEGAL PROCESS AGAINST ACCOUNT:** If legal action such as an attachment, garnishment, levy or other state or federal legal process (“legal process”) is brought against your account, we may refuse to permit (or may limit) withdrawals or transfers from your account until the legal process is satisfied or dismissed. If we receive any document that purports to be legal process, you authorize us to accept and comply with it, no matter how we received it.

You direct us not to contest, on your behalf, any such legal process and to take action to comply with such process as we determine to be appropriate in the circumstances without liability to you, even if any funds we may be required to pay out leaves insufficient funds to cover outstanding items. Any legal process against your account is subject to our right of setoff and security interest. You agree that because we may have operations in numerous jurisdictions and states other than where your account was opened, if we are served with any process as referenced above in any jurisdiction or state, we may recognize and honor such service of process.

You agree that if we incur any expense due to any legal proceedings involving your account including a subpoena, a restraining notice, a search warrant (and related expenses due to a safe deposit break open, an attachment, garnishment, or levy upon your account, including, but not limited to, court costs and attorneys’ fees), you will reimburse us for such expense, or we may charge any portion of such expense to your account. We may restrict the use of your account if it is involved in any legal proceeding. You also agree that any action we may take to obtain reimbursement from you for any costs or expenses may also be taken against your estate, heirs, legal representatives and successors, who shall be liable for any claims made against and expenses incurred by you or them.

**55. CONFLICTS/DISPUTES:** If we receive an actual or potential claim from a third party or legal owners regarding your account, any deposit, transfer, credit or other



transaction involving your account, or conflicting instructions or claims from authorized users or persons claiming to be authorized users, you grant to us full discretion to freeze your account and not honor any further transactions until the claim is resolved, or we may, at our discretion, choose not to pay out any money from your account until we receive consistent instructions from all parties or a court order, all without liability to us. We may also, without liability to you, close the account and issue a check made payable to you and each claimant, as we deem necessary, or we may interplead the funds into court. We may charge interest on any loss at a rate not to exceed the maximum legal rate. You agree to reimburse us for any loss, interest expense, costs or other expenses including, without limitation, attorneys' fees and the costs of litigation, arbitration or other dispute resolution (to the extent permitted by law) that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, interest expense, costs, or other expenses from your account without prior notice to you. This obligation includes any dispute between you and us involving the account and situations where we become involved in any dispute between you and an authorized user, or if a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**56. OTHER ADVERSE CLAIMS:** If we receive notice of an actual or potential adverse claim to your account or the funds in it, we may in our discretion refuse to pay out any money from your account for a reasonable period of time after receipt of notice of the actual or potential claim. Although we reserve the right to refuse to pay out any money from your account if we receive notice of an actual or potential claim, we are not required to recognize any adverse claim unless:

1. the claimant provides us with an acceptable bond indemnifying us against any and all liabilities, losses, damages, costs, and expenses that we might incur in connection with payment of the adverse claim and any resulting dishonored items,
2. the claimant has obtained an order from a court of competent jurisdiction in a case in which you are a party and have been served with a summons, or jurisdiction has been invoked by other authorized means, or
3. you act as a fiduciary for the claimant and the claimant gives us an affidavit setting forth the nature of the fiduciary relationship and the facts upon which the claimant has reasonable cause to believe that you are about to misappropriate the funds.

**57. DEATH OR INCOMPETENCE:** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge, we may, for ten (10) days after the date of death, pay items drawn or initiated on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

**58. FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS:** You agree to pay us, or have us deduct from your accounts, such fees and service charges as we may, from time to time, impose pursuant to this Agreement or the terms of the Account Disclosures. You are liable for any account deficit resulting from fees and service charges, whether caused by you or another person authorized to withdraw from your account, together with the costs we incur to collect that deficit, including our attorneys' fees. You agree to comply with any minimum balance/deposit requirements we may, from time to time, impose on your account.

**59. CLIENT'S RESPONSIBILITY FOR CHECK ENDORSEMENT:** You agree to assume responsibility for and to indemnify us for any loss we may incur as a result of your failure to comply with the endorsement standards set forth in this Agreement. You agree not to place any mark, signature, stamp, or other writing in the "Depository Bank Area" on the reverse side of any check, draft, or other item deposited in your account with us. The Depository Bank Area is that part of the back of the check which is 3 inches from the leading edge to 1.5 inches from the trailing edge of the check or other item. The leading edge of the check is the right side of the check looking at it from the front. The trailing edge is the left side of the check looking at it from the front. You are also responsible for the condition of a check or item when you issue or deposit it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay.

**60. CREDIT INFORMATION:** We may, from time to time, without notice to you except as required by law, respond to requests for information about your credit or other experiences with you or your account and may provide information about you and your account to credit and check reporting agencies and to our subsidiaries or affiliates. If you are an individual, you have the right to prohibit us from sharing other information about your employment and credit history, information on your application, and any other information among our affiliated companies to the extent permitted by the Fair Credit Reporting Act. If you would like to exercise this right, you must email customer service at [inquiry@globaling.io](mailto:inquiry@globaling.io) or call customer service at . You may receive additional notices of the right to opt-out, but you only need to respond once to exercise this right.

**61. TRANSFER OF OWNERSHIP:** Your account is not transferable except on our books and records and in our sole discretion. You may not pledge this account as collateral for any loan.

**62. TELEPHONE MONITORING:** Bank or Globaling may randomly monitor client service telephone conversations to ensure courteous and efficient service. When Bank or Globaling speaks with you on the telephone, you agree that the call may be monitored without further notice to you. Bank and Globaling usually do not record telephone calls without notice.



When you give us a telephone number, including a cell phone number, you give us permission to contact you at that number about your account. Your consent allows us to contact you using text messages, artificial or prerecorded messages and automatic dialers. Message and data rates may apply. You may contact us anytime to change these preferences. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your accounts to that address.

**63. CALLS AND MESSAGES TO YOUR MOBILE DEVICE:** You agree that we or our agents or service providers may contact you regarding any matter for any non-telemarketing reason (e.g., sending PINs, processing service requests), using any kind of telecommunications technology at any email and telephone number you provide to us, including the phone number for your mobile device. You agree to receive these calls and messages. In addition, when you give us a telephone number, including a cell phone number, you give us permission to contact you at that number about all of your accounts. Your consent allows us to contact you using text messages, app-driven notifications and artificial or prerecorded messages. Message and data rates may apply. You agree that we may send servicing messages (such as transaction reports, fraud alerts and hold alerts) related to your accounts to any email address you provide. You also agree that we may send text messages to any phone number for your mobile device you provide to us. You understand and accept that your service provider may charge you for these calls and messages consistent with applicable law.

**64. SERVICE ALERTS:** From time to time, we may provide automatic account alerts regarding certain account activities or when certain changes are made to your account, such as a change in your email address, telephone number or password. If we choose to send these alerts, you do not need to activate them, as they are automatically activated for you.

**65. ELECTRONIC MESSAGES:** You acknowledge that data, including emails, may be accessed by unauthorized third parties when communicated between you and us using the Internet (for example, by such third-party downloading spyware or malware onto your computer), telephone, or other electronic devices. We are not responsible for any misdirected data or disclosures that occur as a result of your use of third-party electronic communication channels.