



## Deposit Account Agreement

Effective March 1, 2024

### Welcome to Savings!

Your Savings account is provided by Goldman Sachs Bank USA, Salt Lake City Branch (“**Bank**,” “**we**,” “**us**,” or “**our**”), and this is a legal agreement between you and us. By opening, maintaining, and using your Savings Account (“**Account**”), you are agreeing to be bound by this Deposit Account Agreement (“**Agreement**”), which can be found in your Apple Wallet. Please read it carefully and keep a copy for your records.

You can view, print, save, and email current versions of this Agreement at any time from your Apple Wallet, or you can request this Agreement by contacting us.

### CONTACTING US

Except as explicitly set forth in this Agreement, you can contact us with questions or other matters about your Account by:

- Using Messages;
- Calling us toll-free at 877-255-5923; or
- Writing to us at Lockbox 7022, P.O. Box 71022, Philadelphia, PA 19176-1022.

If you attempt to contact us by other means, we may not receive your message and may not be able to respond in a timely manner or at all.

### CHANGES TO THIS AGREEMENT

Subject to applicable law, we may change any term of this Agreement, or add new provisions, at any time in our sole discretion. If we are required by law to provide you with notice of any changes to this Agreement, we may do so in accordance with the Electronic Communications Agreement we have already provided to you. Subject to applicable law, continued access to or use of your Account following such notice will be deemed to be your acceptance of such modified version of this Agreement. If you do not agree to this Agreement or any revised version of this Agreement, we may require you to close your Account.

**THIS AGREEMENT REQUIRES CLAIMS TO BE ARBITRATED AND FORBIDS CLASS ACTIONS, UNLESS YOU EXERCISE YOUR RIGHT TO REJECT ARBITRATION UNDER THIS AGREEMENT BY PHONE OR MAIL WITHIN 90 DAYS AFTER ACCOUNT OPENING.**

### Important Definitions

*This section defines some important terms used in this Agreement.*

“**Account**” means the savings account opened for you under this Agreement.

“**ACH Transfers**” means transfers to or from your Account processed under National Automated Clearing House Association (“**NACHA**”) Operating Rules.

“**Apple Card**” means the Apple Card consumer credit account issued by us that can be accessed through Apple Wallet.

“**Apple Cash**” means the prepaid debit card offered by Green Dot Bank.

“**Apple Wallet**” means the digital application from which you can access your Account.

“**Available Balance**” means the amount of funds in your Account you’re permitted to withdraw.

“**Business Day**” means Monday through Friday, excluding all U.S. bank holidays.

**“Current Balance”** means the total amount of funds in your Account, including amounts that you’re not permitted to withdraw.

**“Eligible Device”** means an iOS device with a version of iOS installed that supports use of Apple Card and Savings in your Apple Wallet or an iPadOS device that has a version of iPadOS (as applicable) that supports the use of Apple Card and Savings.

**“iMessage”** is Apple’s messaging service that allows you to send texts, photos, videos, and audio messages from your Eligible Device.

**“Messages”** is an Apple messaging app that lets you send text messages and iMessages to anyone with an iOS, iPadOS, watchOS, or macOS device using iMessage.

**“You,” “your,” and “yours”** means each individual person who owns an Account with us.

### **Account Opening**

*This section explains the requirements for opening and maintaining an Account.*

#### **WHO MAY OPEN AND MAINTAIN AN ACCOUNT**

You can open an Account if you:

- Are at least 18 years old;
- Are an Owner or Co-Owner of an Apple Card, as defined in the Apple Card Customer Agreement;
- Such Apple Card is in good standing;
- Have a Social Security Number or Individual Taxpayer Identification Number; and
- Have a street address in (i) the U.S.; (ii) the territories of Puerto Rico, or United States Virgin Islands (collectively, **“U.S. Territories”**); or (iii) a U.S. military base or U.S. embassy (i.e., an Army/Air Post Office, Fleet Post Office, or Diplomatic Post Office address) (collectively, **“U.S. Jurisdictions”**). You cannot use a post office box (other than on a U.S. military base or at a Diplomatic Post Office).

We only offer an Account to natural persons. An Account may only be used for personal, family, or household purposes and cannot be opened or maintained for business purposes. An Account may not be opened in the name of a trust or other legal entity or by a fiduciary (e.g., executor, conservator, guardians, trustees, etc.). If a fiduciary is appointed, we may allow the fiduciary to access an Account, subject to the fiduciary’s verified rights. We are not required to grant access to, or make payment from, an Account to a fiduciary if: (i) we have actual knowledge of, or otherwise believe in good faith that there may be a bona fide dispute concerning rights to an Account; or (ii) we are uncertain as to who is entitled to Account access or Account funds.

If you fail to meet the requirements outlined in this section at any time, we may restrict or close your Account pursuant to the Closing or Restricting an Account section of this Agreement. However, you are not required to be an Apple Card Owner or Co-Owner to maintain your Account.

#### **IMPORTANT INFORMATION ABOUT OPENING AN ACCOUNT**

**Verification**—To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an Account. This means that when you apply to open an Account, we will ask for information that will allow us to identify you, which may include your name, address, date of birth, Social Security Number, Individual Taxpayer Identification Number, driver’s license, or other information or documents. All Accounts are opened subject to our ability to verify your identity, and your ability to perform or request certain Account transactions on a new Account may be delayed for one or more Business Days after Account opening.

## **TAX REPORTING AND BACKUP WITHHOLDING**

Federal law requires us to report the interest you've earned. You must certify your Social Security Number or Individual Taxpayer Identification Number during the application process in Apple Wallet. Otherwise, we are required to withhold a percentage of the taxable interest that we pay you (referred to as "backup withholding").

By electronically signing the Form W-9 included as part of the Account opening requirements, you acknowledge and authorize the Form W-9 to be used for additional account openings at any subsidiary of the Goldman Sachs Group, Inc., and to be associated with such Accounts.

### **General Account Information**

*This section explains information regarding the structure of your Account, how we calculate the interest earned each month, and requirements for maintaining your Account.*

## **APPLE WALLET**

Primary access to your Account is available only through Apple Wallet or settings on your Eligible Device. Access to your Account through other Apple devices (e.g., Apple Vision Pro) may have limited functionality or features.

If you delete Apple Wallet from your Eligible Device, we will not close your Account and you may still call us to access information and funds (which may include delivering funds through a check). However, other Account services and functions may be limited, and you will no longer be able to access your Account statements (and other required Account communications) electronically. You must contact us at 1-877-255-5923 to change to paper delivery of your statements and other required Account communications, which will be mailed to your address on file only after you contact us. You may re-install Apple Wallet on your Eligible Device at any time.

## **HOW AN ACCOUNT CAN BE OWNED**

### **Individual Account**

An Account may only be owned by one person.

### **Payable-On-Death ("POD") Designation**

You may designate one or more beneficiaries (up to six) to receive the funds upon your death for your Account. If there is more than one beneficiary, they will be paid in equal shares. You may not designate an individual who is not a citizen or legal permanent resident of the United States or a trust or legal entity as a beneficiary. We may remove a POD designation that does not meet our requirements.

If a beneficiary dies before the owner on an Account, then upon the death of the owner on the Account, the funds will be paid to the surviving beneficiaries. We make no representation as to whether a POD designation complies with any state laws other than Utah or New York. You are solely responsible for making sure your Account meets applicable state requirements.

## **DEPOSIT INSURANCE COVERAGE**

The Federal Deposit Insurance Corporation ("FDIC") insures deposits up to the standard maximum deposit insurance amount per depositor, per FDIC-insured bank, and per ownership category. In determining how much insurance is applicable to your Account, you need to consider all accounts that you hold with us. For more information, visit the FDIC's website at [www.fdic.gov/deposit/deposits](http://www.fdic.gov/deposit/deposits) or call the FDIC directly at 1-877-ASKFDIC (1-877-275-3342). You can also refer to the FDIC's Electronic Deposit Insurance Estimator (EDIE) at [www.fdic.gov/edie](http://www.fdic.gov/edie).

## **MINIMUM OPENING BALANCE**

There is no minimum deposit required to open an Account or to earn the stated Annual Percentage Yield ("APY").

## **MAXIMUM BALANCE LIMITS**

The maximum balance limit for your Account is \$1,000,000, based on your Current Balance (including interest and Daily Cash deposits). We may reject and return any new deposits (other than interest and Daily Cash deposits) if your Current Balance exceeds, or such deposit causes your Current Balance to exceed, the maximum balance limit. You authorize us to return any amount that exceeds the maximum balance limit by check.

## **ROUNDING AND INTEREST CALCULATION**

We pay interest in whole cents. Fractional interest is rounded to the nearest whole cent each month for credit to your Account. Any rounded interest paid yet unearned in a previous month is deducted from interest earnings the following month. Interest is compounded daily and credited to your Account monthly. Interest is calculated using the daily balance method, which means we apply a daily periodic rate to the principal and accrued interest in your Account every day. Interest is calculated every day for each calendar year.

In general, interest begins to accrue on the Business Day that we post your deposit to your Account. For ACH Transfers and Apple Cash Transfers that you initiate from your Account through us, interest begins to accrue on the calendar day you initiated the transfer, if completed before 9:30pm ET, otherwise interest will begin to accrue the next calendar day. If your Account is closed before interest has been paid, any accrued interest will be paid through the last full calendar day before the Account is closed. **We may change the interest rate and APY at any time** and will give you notice of any decrease in either term as required by law.

## **NOTICE OF WITHDRAWAL**

We reserve the right to require you to notify us in writing seven days before a withdrawal is made from your Account.

### **Account Maintenance**

*This section provides information about maintaining your Account.*

## **ACCOUNT STATEMENTS**

We will make monthly Account statements available electronically only through Apple Wallet.

You should notify us promptly if you do not receive your Account statement within a few days after the end of a month. We reserve the right to mail you an Account statement and other required communications if electronic delivery fails. You agree that all notices and communications to you, including changes to this Agreement, may be sent with your monthly Account statement.

If you delete Apple Wallet from your Eligible Device, you will no longer be able to access your Account statements (or other required Account communications) electronically. You must contact us at 1-877-255-5923 to change to paper delivery of your statements and other required Account communications, which will be mailed to your address on file only after you contact us.

## **CHANGES TO ACCOUNT INFORMATION**

You must promptly notify us of any change to your name, mailing or email address, or phone number by contacting us. We may rely on your email address or mailing address as it appears in our records and any email address that you associate with your Apple ID for any and all Account communications we deliver to you unless and until you notify us of any changes. We will consider Account statements and other important Account documents delivered when they are prepared, mailed, or otherwise made available to you, including if we hold such documents because your mailing address or email address is not current. At our discretion, we may also update your mailing address if we receive a notification of change from the U.S. Postal Service or destroy mail that is returned undeliverable and suspend or restrict withdrawals from your Account.

## **KEEPING YOUR ACCOUNT ACTIVE**

We are required to send the balance of any abandoned or unclaimed Account to the state of your last known address. Your Account may be considered abandoned if you do not conduct activity within a period of time based on applicable law. Account activity can include:

- Depositing or withdrawing funds (may exclude preauthorized and automatic deposits or withdrawals);
- Updating your address;
- Accessing your Account through Apple Wallet or other means that we may make available to you; or
- Contacting us concerning your Account.

## **NO SERVICE CHARGES OR FEES**

We do not charge service charges or maintenance fees for your Account. External banks or third parties may charge you fees that may be reflected on your Account.

## **CLOSING OR RESTRICTING YOUR ACCOUNT**

We may restrict your access or use of your Account, or close your Account, at any time and for any reason, without notice or consent. The following is a list of some reasons we may restrict or close your Account:

- You provided incorrect or misleading information when opening your Account;
- You do not provide required information or documentation to maintain your Account upon notification by us;
- You have overdrawn your Account;
- We suspect that you or a third party are conducting illegal or fraudulent activity;
- You revoke your consent under the Electronic Communications Agreement for your Account;
- There is a dispute regarding your Account;
- We have a reasonable basis to believe the Account owner is deceased;
- We received a court order or other legal document prohibiting withdrawal;
- We have determined that you have abused our systems or violated this Agreement or any other agreement you have with us or any of our affiliates; or
- You fail to meet the requirements outlined in the Who May Open and Maintain an Account section of this Agreement at any point during the life of your Account.

If your Account has a balance upon closing, we will return the funds to you. We may refuse to pay any debits or other items presented for payment after your Account is closed or restricted, but we will not be liable for the payment of any debit or other item presented after your Account is closed or restricted.

**WE MAY ISSUE YOU A CHECK IF WE OR YOU CLOSE YOUR ACCOUNT OR IF YOU EXCEED THE MAXIMUM DEPOSIT LIMIT. IF THE CHECK ISSUED TO YOU IS LOST, STOLEN, OR DESTROYED, PLEASE CALL US IMMEDIATELY. WE MAY NOT REISSUE YOU A CHECK OR PROVIDE YOU WITH REPLACEMENT FUNDS UNLESS 90 DAYS HAVE PASSED AND YOU HAVE PROVIDED AN AFFIDAVIT ATTESTING THE CHECK IS LOST, STOLEN, OR DESTROYED.**

## **ADJUSTMENTS**

We may make adjustments to your Account to reflect any corrections or changes to your balance or interest paid. You agree to reimburse us if an error or other event has caused an overstated amount.

## **AUTHORIZATION AND AUTHENTICATION**

We will not permit Account access or transfers to or from your Account without authentication of your identity through use of documents, passcodes, Apple ID, or any other authentication credentials used in connection with your Account (each, a “**Credential**”). You accept sole responsibility for maintaining security over any Credential and any device using the Credential. We will consider any instructions received by us using any of your Credentials to be authorized by you. You agree to hold us harmless and indemnify us for any liability incurred for reasonably acting upon instructions bearing your Credentials. If any of your Credentials become lost or compromised, notify us immediately so that we may help safeguard your Account.

## **DESIGNATING A POWER OF ATTORNEY**

You may give another person (an “**attorney in fact**”) authority to act on your behalf by providing us power of attorney documentation that meets our requirements. We may refuse to honor any power of attorney or refuse to permit your attorney in fact to access your Account as permitted by law.

An attorney in fact may not open an Account on your behalf. Once we accept your power of attorney, the attorney in fact may access your Account unless we have had a reasonable opportunity to act on written notice that you have passed away or the power of attorney has been revoked. We have no duty to monitor or ensure that the acts of your attorney in fact are for your use or benefit or are otherwise permissible under applicable law. We are not liable if your attorney in fact exceeds the powers granted or does not comply with your instructions.

## **DEATH OR INCOMPETENCE**

We must be notified immediately if the Account owner passes away or is declared legally incompetent. Until we receive notice and required documentation, we may act as if the owner is alive and competent. If we believe you have passed away or have been declared legally incompetent, we may restrict your Account. If we receive written notice from a personal representative, executor, guardian, or other agent claiming to represent you or your estate, we may rely on any representations made in such notice and may take action to restrict or close your Account. If payments from certain government entities are deposited into your Account after your death, we may be required to return those payments to the originator upon notice.

## **AUTHORIZATION TO SHARE INFORMATION**

You authorize us to share information we have about you with affiliates and third parties, except as prohibited under applicable law or our Privacy Notice. For more information, please consult our Privacy Notice.

## **ELECTRONIC MESSAGES**

You acknowledge the risk that data may be accessed by unauthorized third parties when communicating with us using online, telephone, or other electronic devices. We are not responsible for any unauthorized access that occurs as a result of your use of third-party electronic communication channels.

## **LEGAL ACTION**

If we are served with an attachment, levy, garnishment, or other state or federal legal action (“**legal process**”) that names you or your Account, we may rely upon any representation made in such documents. We may use the funds in your Account to cover any: (i) rights of set-off, levy, attachment, garnishment, or other valid legal process or court order relating to the Account owner; or (ii) requests from a trustee in bankruptcy, receiver, or the insolvency representative of the Account owner. You agree that we may respond to any such legal process in our own discretion without regard to jurisdiction. We will not contest on your behalf any legal action and may comply with the legal process as we consider appropriate. Unless required by law, we may not deliver notice to you of the legal process. Regardless of the terms of any legal process, we have first claim to any funds in your Account and your Account will be subject to our right of set-off and security interest. If the law imposes conditions or limits on our ability to take or set off funds in your Account, you waive those conditions and limits to the extent permitted by law.

## **COMPLIANCE WITH LAW**

You agree to comply with applicable law and to not use your Account for unlawful internet gambling transactions or other illegal activity. You agree to comply with U.S. economic sanctions laws and regulations, such as those issued by the Office of Foreign Assets Control and Executive Orders issued by the President of the United States.

### **Communications**

*This section explains how we may contact you about matters relating to your relationship with us, and what you should do to update us with your current contact information.*

## **CONTACTING YOU**

You understand and agree that we may always communicate with you using any technology or methods that are permitted by law and that do not require your prior consent. You also agree that we may communicate with you using an automatic telephone dialing system and through the delivery of artificial and/or prerecorded voice messages. Some of the ways we may contact you include calls, emails, text messages, device-level notifications, and other electronic notification methods supported by the software you use to access your Account. These communications may relate to errors, disputes, transfers, and other matters with your Account and your relationship with us more generally. We may communicate with you using any telephone numbers (including wireless, landline, and voice over IP numbers) or email addresses that you give or have given to us. You understand and agree that anyone with access to your telephone, email account, or Eligible Device may listen to or read the messages that we leave or deliver to you. You agree that we will not be liable for any charges that you incur in connection with any communications that we deliver to you.

You agree to notify us immediately if you change telephone numbers or are no longer the subscriber or usual user of a telephone number that you have given to us. You agree that we may monitor, record, retain, and reproduce your telephone calls and other communications with us. To the extent you have a right under applicable law, you can withdraw your consent to receive text messages through a telephone network (e.g., SMS), calls to your Eligible Device, or calls

through a telephone network that are made with an automatic telephone dialing system or that deliver a prerecorded and/or artificial voice message. To revoke your consent, you must contact us in accordance with this Agreement.

#### **SERVICE ALERTS**

We may provide to you automatic Account alerts regarding certain Account activities or when changes are made to your Account. We do not guarantee the delivery or accuracy of the contents of any such alert, and you should continue to monitor your Account statements and any formal communications from us to you for up-to-date information about your Account. You agree that we will not be liable for any delays, failure to deliver, misdirected deliveries, any errors in the content of an alert, or for any actions taken or not taken by you or any third party in reliance on an alert.

#### **NOTICES**

Any written or electronic notice or communication we deliver to you will be effective when made available in Apple Wallet, when sent to you electronically, or, if you have withdrawn your consent to electronic communications, when mailed to the address associated with your Account.

### **Deposits and Withdrawals**

*This section provides information about deposits and withdrawals on your Account.*

#### **HOW DEPOSITS AND WITHDRAWALS MAY BE MADE**

Deposits and withdrawals are subject to limitations specified in this Agreement. In addition to any of the limitations specified in this Agreement, we may further restrict or limit your ability to make or receive transfers when we reasonably believe there may be fraudulent, suspicious, or illegal activity on or impacting your Account.

#### **ACH Transfer with a Linked External Account**

You may deposit or withdraw funds from your Account through an ACH Transfer into or from a linked external account. We may place limits on the amount of funds transferred based on total dollar amount or frequency, and will disclose such limits to you at the time you schedule your ACH Transfer.

To link an external account, you must provide proof that the external account: (i) is a deposit account held at a bank located in the U.S. or U.S. Territories; (ii) is an account in which you have full right and authority to the funds; (iii) is not a trust account; and (iv) is owned by you. You may not link a business account. We may restrict linking to an external account at specific financial institutions. You authorize us, our agents, and service providers to verify ownership of the external account.

We may reverse any ACH Transfer to or from your Account without prior notice to you at any time as permitted by NACHA Operating Rules. We may reverse any provisional credit to your Account for which final payment is not received.

#### **Apple Cash Transfers**

You may deposit or withdraw funds from your Account into or from Apple Cash. Transfers must be at least \$1.00 and can be no more than \$10,000. You may transfer no more than \$20,000 per rolling 7-day period. We may place additional limits on the amount and frequency of transfers for the security of your Account.

#### **Check Deposits**

Any accepted check must be made payable to you or to Goldman Sachs Bank USA and must be endorsed on the back with "For Deposit Only at Goldman Sachs Bank USA" and include your Account number.

You may not deposit the following types of items: (i) money orders; (ii) third-party checks (checks made payable to someone other than you); (iii) starter checks; (iv) temporary checks; (v) double-endorsed checks (checks with more than one endorsement), depending upon the branch where you make your deposit; (vi) checks older than six months; (vii) postdated checks; (viii) foreign checks; (ix) incomplete checks; (x) traveler's checks; (xi) counter checks; (xii) checks with restrictive legends; and (xiii) other items that we have from time to time, in our sole discretion, determined not to accept.

We may inadvertently accept for deposit any of the items listed above, but we bear no liability for accepting or not accepting these items for deposit. If any check is presented at or delivered to a location controlled by us or our affiliates, other than a Bank branch or the Lockbox address listed in the Contacting Us section in this Agreement, it will not be

processed or deemed received by us. We will use commercially reasonable efforts to cause the check to be forwarded to the Lockbox, and the check will be considered received on the date it reaches the Lockbox facility.

#### **Cash**

We do not accept cash deposits in U.S. dollars or any foreign currency.

#### **Wires**

We do not permit or accept wire transfers.

### **DEPOSIT AND WITHDRAWAL REQUIREMENTS**

#### **General Deposit Provisions**

When you make a deposit, we act only as your collection agent and will not be responsible beyond the exercise of ordinary care. All deposits are provisionally credited subject to our receipt of final payment. To the extent we accept a check or funds transfer, and such check or funds transfer is returned to us for any reason, you agree that we may deduct the amount of the check or funds transfer from your Account. We may send the returned check or funds transfer back for collection a second time without notifying you, and you waive any notice of dishonor and protest. At our discretion, we may return, reject, or refuse to accept a deposit.

#### **Posting Deposits**

We will generally post all deposits, withdrawals, and other debits to your Account in the order in which we receive them. The order by which you make transactions on your Account may not be the same as the order in which we post those transactions to your Account. We reserve the right to change our order of posting from time to time.

#### **Check Deposits**

Checks mailed to the Lockbox address listed in the Contact Us section in this Agreement, and delivered to the Lockbox by 12:00 pm ET on a Business Day, will be considered deposited that Business Day, otherwise the check will be considered deposited the next Business Day. Any check that is accepted at a Bank branch by 4:00 pm ET on a Business Day will be considered received that Business Day, otherwise the check will be considered received the next Business Day. We may otherwise process checks in the order in which we determine, in our discretion. We are not required to accept any check.

#### **ACH Transfers**

ACH transfer instructions must be received before 9:30 pm ET on a Business Day, otherwise the instruction will be considered received on the next Business Day. We may process ACH transfer instructions in the order in which we determine, in our discretion. We are not required to accept or execute any ACH transfer instruction. It generally takes up to 3 business days to process a transfer.

#### **Apple Cash Transfers**

Instructions for the transfer of funds between your Account and Apple Cash typically will be processed immediately on the calendar day we receive your instruction. We may process such transfer instructions in the order in which we determine, in our discretion. We are not required to accept or execute any Apple Cash Transfer instruction.

#### **Insufficient Funds**

We will not permit withdrawals from your Account if there are insufficient funds, and we will not be liable for dishonoring a transaction for insufficient funds. You are responsible for the full amount of any overdrawn amount incurred on your Account. You agree to reimburse us for any losses we incur in collecting any overdrawn balances.

#### **Restrictions on Withdrawal Methods**

You are not permitted to register your Account under a credit, debit, gift, or other type of card issued by a third party or another bank. You are not permitted to make withdrawals from your Account by creating a check issued by a third party and drawn on your Account. If you attempt to make any transactions through any of these payment methods, we will reject or return the transaction without notice to you and may consider such action to be a violation of this Agreement.



### **Reliance Upon Information Provided**

We will rely upon the information you provide, as well as information provided by the external bank sending transfers to you, when processing transfers. We are not responsible for the accuracy of this information and are not required to investigate such information prior to initiating a transfer.

### **Funds Availability**

*This section explains when deposits to your Account are available for withdrawal.*

#### **DELAYED AVAILABILITY**

To the extent we accept a check, we may delay the availability of funds. During the delay, funds will not be available for withdrawal, but interest will accrue and be paid on the deposit.

#### **DAY OF DEPOSIT**

Except as otherwise described in this Agreement, if we receive a deposit before 9:30 pm ET on a Business Day, that Business Day will be the day of your deposit. If we receive a deposit after 9:30 pm ET on a Business Day or on a non-Business Day, the deposit will be considered received on the next Business Day.

#### **AVAILABILITY OF ACH TRANSFERS**

Funds received by ACH Transfer initiated through Apple Wallet from a linked external account will generally be available 5 Business Days after you initiate the ACH Transfer, but may be available earlier.

Funds received by ACH Transfer initiated from an external account to your Account will generally be available on the Business Day we post the deposit.

#### **AVAILABILITY OF APPLE CASH TRANSFERS**

Funds received by Apple Cash Transfer will typically be available the same calendar day you initiated the Apple Cash Transfer.

#### **AVAILABILITY OF CHECK DEPOSITS**

Accepted checks will be subject to the funds availability timelines outlined in this Availability of Check Deposits section.

#### **Special Checks**

For U.S. Treasury or other government checks, certified checks, teller checks, and cashier's checks ("**Special Checks**"), up to \$5,525 will be available the next Business Day after the day of deposit, and the remainder on the sixth Business Day after the day of deposit, unless an exception applies.

#### **Other Check Deposits**

For checks other than Special Checks, up to \$225 will be available the next Business Day after the day of deposit, and up to \$5,525 will be available on the second Business Day after the day of deposit, unless an exception applies. Any remaining funds will generally be available on the sixth Business Day after the day of deposit.

#### **Exceptions**

Funds you deposit by check may be delayed for a longer period if:

- You are a new customer;
- You deposit a single check or multiple checks totaling more than \$5,525 on any one day;
- You redeposit a check that has been returned unpaid;
- Your Account is repeatedly overdrawn;
- We believe the deposit will not be paid; or
- There is a business interruption, such as failure of computer or communications equipment.

We will notify you for any of the above reasons and tell you when the funds will be made available, which is generally no later than the sixth Business Day after the day of deposit.

**New Customers**

For purposes of this section, you are generally considered a new customer during the initial 30 calendar days after you make your first deposit in your first account you open with us. You will not generally be considered a new customer, however, if you already have an account open with us at the time you open a new account. For new customers depositing checks other than Special Checks, up to \$225 will be available the next Business Day after the day of deposit and the remainder will be available on the sixth Business Day after the day of deposit, unless an exception applies.

We'll consider a check deposit received on the day it arrives at the address for Check Deposits listed at the beginning of this Agreement subject to the above availability of funds.

**Electronic Fund Transfer Disclosure and Terms**

*This section explains your rights if you identify errors for certain transactions on your Account.*

**ELECTRONIC FUND TRANSFER DISCLOSURE AND TERMS COVERAGE**

Your Account is governed by the Electronic Fund Transfer Act and Regulation E.

**STATEMENTS**

You will get a monthly Account statement that will show the date, amount, and description of each electronic fund transfer ("EFT").

**NOTICE OF VARYING AMOUNTS**

If you have recurring debit EFTs that may vary in amount, the person you are going to pay will tell you, 10 days before each EFT, when it will be made and how much it will be. You may be given the choice instead to get this notice only when the EFT would differ by more than a certain amount from the previous EFT, or when the amount would fall outside certain limits that you set.

**STOPPING ELECTRONIC FUND TRANSFERS**

If you have scheduled a recurring debit EFT (also known as a preauthorized transfer), you can stop these transfers by calling us at 1-877-255-5923 or writing us at Lockbox 7022, P.O. Box 71022, Philadelphia, PA 19176-1022 in time for us to receive your request at least three Business Days before the transfer 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 14 days after you call. We will be liable for your losses or damages if we fail to stop a preauthorized transfer requested at least three Business Days before the transfer is scheduled.

**LIABILITY FOR UNAUTHORIZED ELECTRONIC FUND TRANSFERS**

Tell us AT ONCE if you believe your Credentials have been lost or stolen, or if you believe that an EFT has been made from your Account without your permission. Calling us 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 Credentials, you can lose no more than \$50 if someone used your Credentials without your permission.

If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Credentials, and we can prove we could have stopped someone from using your Credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows EFTs that you did not make, including those made by your Credentials or other means, tell us at once. If you do not tell us within 60 days after the statement was delivered 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 will extend the time periods.

**CONTACT IN EVENT OF LOST CREDENTIALS OR OF UNAUTHORIZED EFT**

If you believe your Credentials have been lost or stolen, call 1-877-255-5923 or write to: Goldman Sachs Bank USA, Lockbox 7022, P.O. Box 71022, Philadelphia, PA 19176-1022. You should also call the number or write to the address listed above if you believe an unauthorized transfer has been made to your Account.

### **LIABILITY FOR FAILURE TO COMPLETE ELECTRONIC FUND TRANSFERS**

If we do not complete an EFT 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. For example, we will not be liable in cases such as, but not limited to, the following:

- If, through no fault of ours, you do not have enough funds in your Account to make the transfer;
- If you did not provide us with the correct information to make the transfer;
- If you were aware of a website or application malfunction before you sent the instruction;
- If circumstances beyond our control (such as power failure, fire, or flood) prevent the transfer, despite reasonable precautions we have taken; or
- If your Account has been closed.

### **ERROR RESOLUTION OR QUESTIONS REGARDING EFTS**

In case of errors or questions about your EFTs, call 1-877-255-5923 or write to: Goldman Sachs Bank USA, Lockbox 7022, P.O. Box 71022, Philadelphia, PA 19176-1022 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 require you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provide a provisional credit.

For errors involving a new Account, we may take up to 90 days to investigate your complaint or question. For a new Account, we may take up to 20 Business Days to credit your Account for the amount you think is in error.

We will notify you of the results within three Business Days after we complete our investigation. If we determine that there was no error, we will deliver a written explanation to you and may reverse any credit provided. You may ask for copies of the documents that we used in our investigation.

### **Additional Terms**

*This section provides additional information that is important to understanding your rights and obligations for your Account.*

### **CHANGES IN TERMS**

Your Account or services may change over time. We may delay, discontinue, make changes, or convert your existing Account and services into new types of accounts and services. We may change the terms of this Agreement from time to time, and the revised agreements will supersede all prior versions. Any changes will be binding on you when we make the revised Agreement available to you. If we are required by law to provide you with advance notice and you do not agree with a change, you may close your Account before the effective date.

### **SECURITY INTEREST; RIGHT OF SET-OFF**

You grant us a security interest in any and all of your accounts with us to secure payment of any money that you owe to us. You acknowledge and grant us the right to take funds from any of your accounts with us or our affiliates to cover any money you owe to us (referred as **"right of set-off"**). You agree that the security interests you have granted us are consensual and in addition to any right of set-off. We may exercise our security interest or right of set-off without prior recourse to other sources of repayment or collateral, even if such action causes you to lose interest, incur any penalty, or

suffer any other consequence. We will not assert, claim, or exercise any right of set-off against any account receiving a direct deposit of social security or supplemental security income. If the law imposes conditions or limits on our ability to take or set-off funds in your accounts, to the extent that you may do so by contract, you waive those conditions and limits, and you authorize us to apply funds as we deem applicable. We consider this Agreement as your consent for us asserting our security interest or exercising our right of set-off should any laws governing your Account require your consent.

#### **NO ASSIGNMENT**

Your Account is not transferable and is not assignable as collateral for a loan or for any other purpose.

#### **ORDINARY CARE**

You agree that any act or omission made by us in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in the state of Utah, or any rule or regulation of the state of Utah or a federal agency having jurisdiction over us, will constitute ordinary care.

#### **INDEMNIFICATION AND LIMITATION OF LIABILITY**

You agree to indemnify and hold us harmless from any losses, damages, suits, and expenses, including reasonable attorneys' fees, which we may incur as a result of taking any action or not taking any action permitted under this Agreement or relying upon your instructions or information from you.

You agree to reimburse us for all claims, costs, losses, and damages (including collection fees) we may incur when you do not have sufficient funds in your Account or have returned deposited items to your Account.

Except as otherwise required by law, we are not liable to you for claims, costs, losses or damages: (i) resulting directly or indirectly from our failure to act, or any delay beyond time limits prescribed by law or permitted by this Agreement; or (ii) caused by your negligence, acts, or omissions of third parties, or an event that is beyond our reasonable control, including but not limited to, the acts, or omissions of third parties, natural disasters, emergency conditions, government action, acts of war, terrorism or civil strife, or equipment or communications malfunction. Except as otherwise required by law, we shall be excused from any failure to act or delay as long as such circumstances prevail and we continue to make commercially reasonable efforts to recommence performance.

Our liability to you for a claim is limited to the face value of the item or transaction, or the actual value of any funds not properly credited or debited. We are not liable for special, incidental, exemplary, punitive, or consequential losses or damages of any kind. In any lawsuit brought by you against us or by us against you, the prevailing party in the lawsuit is also entitled to recover reasonable attorney's fees and court costs from the non-prevailing party.

This Indemnification and Limitation of Liability subsection does not, in any case, reduce our liability to you under applicable law.

#### **SEVERABILITY; RIGHTS CUMULATIVE; WAIVER**

If any part of this Agreement is determined to be invalid or unenforceable under applicable law, such determination will not affect the validity or enforceability of the remainder of this Agreement. Our rights under this Agreement are cumulative of all other rights we may have by law or otherwise. We may delay or waive any rights we have under this Agreement in accordance with applicable law. Any waiver by us of any rights under this Agreement or applicable law will not constitute a waiver of the same or any other right or provision.

#### **GOVERNING LAW**

Your Account is opened at our Salt Lake City Branch. All actions relating to your Account, including this Agreement, will be governed by the laws and regulations of the United States and the state of Utah, unless you are a New York resident, in which case New York law will apply.

If any dispute arising under this Agreement or relating to your Account or relationship with us is not arbitrated, you consent to the jurisdiction of, and agree that such dispute will be resolved by, the Third Judicial District Court, Salt Lake City, state of Utah, or the United States District Court for the District of Utah. If you are a New York resident, to the extent any dispute arising under this Agreement or relating to your Account or relationship with us is not arbitrated, you consent to the jurisdiction of any federal court of the United States sitting in the borough of Manhattan or, if that court does not have subject matter jurisdiction, in any state court located in the city and county of New York.

### Arbitration Provision

*This section is an arbitration provision and contains important information that affects your legal rights.  
PLEASE READ IT CAREFULLY.*

**This arbitration provision shall also apply to any Claims (as defined below) brought by or against Apple Inc. or any of its affiliates (“Apple”).**

#### ACKNOWLEDGMENT OF ARBITRATION

Your Account is being provided to you on the basis of the inclusion of the following arbitration provision. By accepting this Agreement or using your Account, unless you reject arbitration as provided below, you acknowledge that **YOU ARE GIVING UP THE RIGHT TO LITIGATE CLAIMS AND THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION**. You hereby knowingly and voluntarily **WAIVE THE RIGHT TO BE HEARD IN COURT OR HAVE A JURY TRIAL** on all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.

#### HOW TO REJECT THIS ARBITRATION PROVISION

YOU MAY REJECT THIS ARBITRATION PROVISION BY CONTACTING US USING MESSAGES, CALLING US, OR WRITING TO US, AND STATING THE FOLLOWING: (I) YOUR NAME; (II) THE EMAIL ADDRESS ASSOCIATED WITH YOUR ACCOUNT; (III) THE ADDRESS ASSOCIATED WITH YOUR ACCOUNT; AND (IV) THAT YOU ARE EXERCISING YOUR RIGHT TO REJECT THIS ARBITRATION PROVISION (A “**REJECTION NOTICE**”). **YOUR REJECTION NOTICE MUST BE RECEIVED WITHIN 90 DAYS AFTER THE OPENING OF YOUR ACCOUNT**. IF YOUR REJECTION NOTICE COMPLIES WITH THESE REQUIREMENTS, THIS ARBITRATION PROVISION WILL NOT APPLY TO YOU, EXCEPT FOR ANY CLAIMS SUBJECT TO PENDING LITIGATION OR ARBITRATION AT THE TIME YOU SEND YOUR REJECTION NOTICE. ANY REJECTION NOTICE THAT COMPLIES WITH THIS PROVISION WILL APPLY TO BOTH US AND APPLE. IF OTHER PERSONS ARE OBLIGATED ON OR PERMITTED TO USE YOUR ACCOUNT, A REJECTION NOTICE IS LIMITED TO ONLY THE PERSON SUBMITTING THE REJECTION NOTICE. ANY OTHER PERSONS MUST SEND THEIR OWN REJECTION NOTICE. REJECTION OF THE ARBITRATION PROVISION WILL NOT AFFECT YOUR OTHER RIGHTS OR RESPONSIBILITIES UNDER THIS ARBITRATION PROVISION OR THIS AGREEMENT.

#### DEFINITIONS

For purposes of this arbitration provision, the following definitions apply:

- “**Claim**” means any claim, dispute, or controversy (whether based upon contract; tort, intentional, or otherwise; constitution; statute; common law; or equity and whether pre-existing, present, or future), including initial claims, counter-claims, cross-claims, and third-party claims, arising from or relating to: (i) this Agreement, your Account, or your relationship with us; (ii) any servicing of your Account by our agents or service providers; (iii) advertisements, promotions, or statements related to this Agreement or your Account; (iv) your application for credit; (v) credit bureau reporting or debt collection on or related to your Account; and (vi) your access to and use of your Account from or using any products or services provided by Apple.
- “**You**” and “**your**” mean each and every person who is granted, accepts, or uses your Account, except as otherwise provided in this arbitration provision.

#### ARBITRATION

You or we may elect, without the other’s consent, to resolve any Claim by individual binding arbitration unless the Claim has been filed in court and trial has begun or final judgment has been entered. Even if a Claim is litigated in court, you or we may elect arbitration of any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit. You or we may also elect arbitration of a Claim that the parties initially opted to litigate in court if that Claim is later modified (including to be asserted on a class, representative, or multi-party basis or to seek different or additional relief).

Notwithstanding the foregoing, only a court and not an arbitrator may decide any dispute or controversy about the validity, enforceability, coverage, or scope of this arbitration provision, all of which are for a court and not an arbitrator to decide.

However, disputes or controversies about the validity or enforceability of this Agreement, as a whole, are for the arbitrator and not a court to decide.

JAMS (1-800-352-5267, jamsadr.com) will serve as the default arbitration administrator. Claims may also be referred to the American Arbitration Association (“AAA”) (1-800-778-7879, adr.org). You may obtain copies of the current rules, forms, and instructions for initiating an arbitration directly from JAMS or the AAA. Claims may also be referred to another arbitration administrator, if you and we agree in writing, or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”). You and we agree that any arbitration proceedings initiated hereunder shall be kept confidential.

#### **OTHER CLAIMS SUBJECT TO ARBITRATION**

In addition to Claims made by or against either you or us, Claims made by or against anyone connected with you or us or claiming through you or us (including any employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) are subject to arbitration as described herein.

#### **EXCEPTIONS**

We agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court with jurisdiction so long as the Claim is pending only in that court.

#### **INDIVIDUAL CLAIMS ONLY**

Claims may be submitted to arbitration on an individual basis only. **Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public, or on behalf of any other person, unless otherwise agreed to by the parties in writing.** Claims by or against corporate affiliates will be considered a single claim. The arbitrator has no authority to award any relief not available in an individual action in court or award any declaratory, injunctive, or other relief primarily for the benefit of the general public. Further, unless you and we both otherwise agree in writing, the arbitrator may award relief only in favor of your individual Claim. The arbitrator may not award relief for or against any other person, whether directly or indirectly.

#### **PROCEDURE**

A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years of experience who is a former or retired judge and will be selected by the parties; provided, however, that if the parties are unable to agree upon an arbitrator within 7 days after delivery of the Demand for Arbitration, then the arbitrator will be appointed by the arbitration administrator. The arbitration shall comply with the arbitration administrator’s rules (the Streamlined Arbitration Rules for JAMS and the Consumer Arbitration Rules for AAA) in effect on the date the arbitration is filed, except where there is a conflict or inconsistency between the arbitration administrator’s rules and procedures and this arbitration provision, in which case this arbitration provision will govern. The arbitration will be conducted in English unless the parties otherwise agree in writing. Any in-person arbitration hearing for a Claim will take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator will apply applicable substantive law consistent with the FAA and will honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable will apply to any arbitration proceeding. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Except as otherwise provided in this arbitration provision, the arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any appropriate court may enter judgment upon the arbitrator’s award. This arbitration provision is made pursuant to a transaction involving interstate commerce and is governed by the FAA.

#### **ADDITIONAL ARBITRATION AWARD; ATTORNEYS' FEES**

If we make a final written settlement offer before the arbitrator is selected and the arbitrator rules in your favor for an amount greater than that final offer, or if we do not make a final written settlement offer before the arbitrator is selected and the arbitrator rules in your favor on the merits of your Claim, the arbitrator's award will include: (i) any money to which you are entitled, but in no case less than \$10,000; (ii) twice the amount of your reasonable attorneys' fees, or the amount of attorneys' fees to which you are entitled under applicable law, whichever is greater; and (iii) your costs and expert and other witness fees. If we prevail in arbitration, we will not be entitled to recover our attorneys' fees even when permitted to do so under applicable law.

**ARBITRATION FEES**

We will pay any arbitration fees (including the arbitrator's fees and any filing, administrative, hearing, or other fees charged by the arbitration administrator) in connection with any Claims. You will be responsible for any other costs that you incur in connection with any Claim unless applicable law provides otherwise. Any arbitration award will apply only to the specific case and cannot be used in any other case except to enforce the award.

**SURVIVAL**

This arbitration provision shall survive payment of all amounts due pursuant to this Agreement, termination of your Account, any legal proceeding to collect amounts due, any bankruptcy and any assignment or sale of this Agreement, your Account, or any and all rights thereunder. In the case of an assignment or sale of this Agreement, your Account, or any and all rights thereunder, the buyer will be bound by and may enforce the terms of this arbitration provision. If any portion of this arbitration provision is deemed invalid or unenforceable, it will not invalidate the remaining provisions of this arbitration provision or this Agreement, except that if any part of the "Individual Claims Only" provision is found in a court proceeding to be invalid or otherwise unenforceable with respect to a Claim (and that determination becomes final after all appeals have been exhausted), then this arbitration provision (except for this sentence) will not apply to that Claim.