

COPPER TERMS OF SERVICE

LAST UPDATED November 20, 2023

Welcome to Copper! We are a digital financial services platform that instantly delivers the tools, access and education you need to save, spend and send money to friends. Your use of the Copper website, getcopper.com (the “Website”), the Copper application for a mobile phone or any other device (the “App” and together with the Website, the “Platform”), and the Services (defined below) are subject to your compliance with these terms and conditions of service (the “Terms of Service”). Please carefully read these Terms of Service, including the Copper Privacy Policy <https://getcopper.com/privacy-policy/> before you use the Services or access the Website or App.

These Terms of Service may be updated or amended by us from time to time without notice to you by our posting a revised version of the Terms of Service in the footer of our Website. Any changes will be effective prospectively as of the date noted when the updated Terms of Service are posted. It is your responsibility to periodically review these Terms of Service in case of any such updates or amendments. Your continued use of the Services will constitute an agreement to any revised or updated Terms of Service. If you do not agree to any updates or amendments, you must cease using the Services. In the event that a change to our Terms of Service will result in an increase of fees, an increase of liability to our users, fewer types of electronic funds transfers or stricter limitations on the frequency or dollar amount of transfers, you will be notified via email 30 days before the effective date.

SECTION 1: ACCEPTANCE; SERVICES OVERVIEW

These Terms of Service constitute a legally binding agreement between NEXT Financial Inc. doing business as Copper, its subsidiaries, affiliates, agents, service providers, and assigns (“us,” “we,” “our”) and you (“you,” “your”). The Terms govern your use of services, products, features, functions, technologies, or content offered on the Platform, and all related sites and applications, regardless of how accessed, including by computer, mobile phone, tablet or any other device (collectively, the “Services”). You must open the Accounts noted herein to use our Services. You can use our Services only if you can legally enter into and form contracts under applicable law. However, you may designate another person as an authorized user (“Authorized User”) of your Copper Account and our Services, as described in Section 6. The use of the Services by any Authorized User shall be governed by these Terms of Service.

By signing up for Copper, using the Copper app or visiting Copper’s Website, you understand and agree to comply with these Terms, and all applicable local, state, national and international laws and regulations, and are responsible for ensuring any Authorized User does the same. You may not use the Services if you do not agree to and accept the Terms of Service. Our Services are not available to anyone whom we have previously removed from the Services.

Copper provides digital banking services including a debit card offering and financial education. Synapse Financial Technologies, Inc (“Synapse”) is our backend software provider, who partners with Evolve Bank & Trust (“Evolve” or “Bank Partner”), member FDIC, enabling us to offer banking services and products.

In addition to your deposit account, you will also be provided with a brokerage account with a cash management feature (the “Sweep Program”). The Sweep Program supports your use of the financial services enabled through Copper’s application. When you make a deposit your funds will be placed in your deposit account. Based on your activities on the platform as well as your total deposit account balance, your funds may be transferred into and out of the Sweep Program pursuant to your Synapse Brokerage Customer Agreement and the [Synapse Terms of Service](#). Copper contracts with Synapse Financial Technologies, Inc. its affiliate Synapse Brokerage LLC, and other Partner Financial Institutions to provide the Sweep Program.

Brokerage accounts and cash management programs are provided through Synapse Brokerage LLC (“Synapse Brokerage”), an SEC-registered broker-dealer and member of [FINRA](#) and [SIPC](#). Additional information about Synapse Brokerage can be found on [FINRA’s BrokerCheck](#). Copper’s Investment Advisory Services are not provided by Synapse Brokerage and are separate services provided by Copper.

By participating in a Synapse cash management program, you acknowledge receipt of and accept [Synapse Terms of Service](#), [Privacy Policy](#), and the applicable disclosures and agreements available in [Synapse’s Disclosure Library](#). The Partner Financial Institution(s) participating in a Synapse cash management program can be found in the [List of Program Banks](#).

By creating an account with Copper and initiating financial transactions, you agree to [Synapse’s Terms of Service](#) and [Privacy Policy](#). You also agree to the terms of service and privacy policy of Synapse’s Partner Financial Institution corresponding to the financial service and product(s) you select (collectively, “Synapse Terms”), each of which can be found [here](#) and which are incorporated herein by reference. By creating an account with us, you acknowledge that Synapse may share your information as necessary with their affiliates, Partner Financial Institutions and other service providers in connection with providing their respective services. It is your responsibility to make sure that the information you provide to Copper is accurate and complete. Additionally, you are responsible for complying with Synapse Terms when using your account. It is your responsibility to read and understand Synapse Terms as it contains terms and conditions relating to your account including but not limited to your rights, limitations, reversal and other liabilities, limitation of liability and binding arbitration provisions. All financial transactions are performed by Synapse’s Partner Financial Institutions, a list of which can be found at [synapsefi.com/legal](#). Copper will provide you with all access to all transaction notifications and account balances in addition to providing customer support relating to your account. You should refer to your account agreement for more important information.

The card associated with your deposit account is a debit card issued by Evolve Bank & Trust pursuant to a license from Mastercard®. See your applicable cardholder agreement for details. Mastercard® is a registered trademark of Mastercard International Incorporated.

Copper also provides investment advisory services (“Investment Advisory Services”) through Next Financial Advisors LLC (“NFA”), an investment advisor registered with the U.S. Securities and Exchange Commission (“SEC”). Copper offers the Investment Advisory Services exclusively through the Platform. You agree to check the Platform (both our App and Website) regularly for communications from Copper or NFA, and agree to provide and update client information electronically through the Platform. Communications through the Platform may involve the electronic transmission to any email address you have provided to us of information that you may consider to be personal financial information, and you agree and consent to such transmission of such information. Please see our Privacy Policy for more information about the use and transmission of your information.

In order to access the Investment Advisory Services through your Account, you must enter into all of the following: (i) an Account management agreement with NFA, (ii) a securities brokerage agreement with

DriveWealth, LLC (“DriveWealth”), an SEC registered broker-dealer and member of the Financial Industry Regulatory Authority, Inc. (“FINRA”) that provides execution, custody and clearing services to NFA in connection with the investment advisory offering. These agreements, along with these Terms or Service, collectively govern your relationship with NFA with respect to the Investment Advisory Services received through your Account. By agreeing to these Terms of Service, you also agree to DriveWealth’s terms of use, <https://legal.drivewealth.com/terms-of-use>, and privacy policy, <https://legal.drivewealth.com/privacy-policy>.

You will use DriveWealth’s application program interface and our Platform to access the electronically stored copies of agreements and other documents and communications related to your Account. You do not object to and will not challenge the enforceability or use of the electronically stored copies of the agreements.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN ARBITRATION AGREEMENT AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE ARBITRATION AGREEMENT LIMITS COPPER’S LIABILITY TO YOU AND REQUIRES INDIVIDUAL ARBITRATION FOR LEGAL DISPUTES BETWEEN YOU AND COPPER.

SECTION 2: SERVICES WITH ADDITIONAL TERMS; BUSINESS DAYS

Some of our Services may be subject to our additional terms, conditions, agreements, policies, guidelines, rules and schedules, which will be posted or made available separately from these Terms when the Service is offered (“Additional Terms”), including our Privacy Policy, located at <https://getcopper.com/privacy-policy/>, and the AAA Rules (described in Section 29.4). Such Additional Terms are incorporated into and form a part of these Terms. If there is a conflict between these Terms and the Additional Terms, the Additional Terms will control.

For purposes of these Terms, our business days are Monday through Friday. Holidays are not included.

SECTION 3: CHANGES TO THESE TERMS; MODIFICATIONS TO SERVICES

We may change these Terms from time to time. For example, we might change these Terms if there are changes to our Services, our technology, applicable laws, or for other reasons. If we do that, we will give you notice by posting the updated Terms on the Site. Any changes will become effective immediately after they are posted and will apply to your use of our Services after the changes become effective, except that changes addressing modifications to our Services or new functions or changes made for legal reasons may be effective immediately, with or without notice to you. Your continued use of our Services after these Terms have changed means that you accept those changes. If you do not agree to any changes, you cannot continue using our Services. We may discontinue, temporarily or permanently, our Services or any part of our Services, or otherwise change our Services with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of our Services. In the event that a change to our Terms of Service will result in an increase of fees, an increase of liability to our users, fewer types of electronic funds transfers or stricter limitations on the frequency or dollar amount of transfers, you will be notified via email 30 days before the effective date.

SECTION 4: ACCESSING AND USING CERTAIN SERVICES; ACCOUNT APPLICATION

In the future, our Services may include access to and maintenance of certain consumer financial products and accounts offered by a bank partner (“Bank Partner”) or a Synapse Partner Financial Institution. You understand that the Bank Partner has sole discretion to approve or deny your application for such products or

accounts, or discontinue such products or accounts, for any reason, subject to applicable law. We or the Bank Partner may limit or deny your access to any other aspect of our Services for any reason, subject to applicable law.

SECTION 5: ACCOUNT REGISTRATION; SECURITY

We may ask you to create or apply for an online account to use certain parts of the Site, App or our Services ("Copper Account"). When you create a Copper Account, you may be required to pick a username, password, and/or other access credentials. Registration data and certain other information about you are governed by our Privacy Policy. You are responsible for the use of the Services under your Copper Account, for maintaining the confidentiality of your Copper Account and access credentials and for restricting access to your computer and any other devices you use to access your Copper Account, and you agree to accept responsibility for all activities that occur under your Copper Account or access credentials. You may not assign or otherwise transfer your Copper Account to any other person, except to the extent that these Terms or any Additional Terms permit you to add an Authorized User. You acknowledge that we are not responsible for third party access to your Copper Account, including access by an Authorized User and access that results from theft or misappropriation of your Copper Account or access credentials. We reserve the right, in our sole discretion, to refuse or cancel Services, terminate Copper Accounts, or remove or edit Content (defined in Section 12). You agree to (a) provide us with complete, accurate and up-to-date information for your Copper Account and you agree to update such information and keep it accurate, complete and up-to-date; if you don't we might have to suspend or terminate your Copper Account, (b) immediately notify us of any unauthorized use of your access credentials or Copper Account or any other breach of security and (c) ensure that you exit from your Copper Account at the end of each session when accessing our Services. We will not be liable for any loss or damage arising from your failure to comply with this Section 5.

SECTION 6: AUTHORIZED USERS; MINOR CHILDREN MUST BE AUTHORIZED BY PARENT OR LEGAL GUARDIAN

You may be permitted to add one or more Authorized Users to your Copper Account or allow an Authorized User to use our Services; provided, however, that the maximum number of Authorized Users on any Copper Account at one time is five (5). Subject to approval, this may include your minor child(ren). Any minor who uses our Services must do so only as authorized by their parent or legal guardian, who must themselves be of majority age. You acknowledge that these Terms will apply to you and each Authorized User, and you expressly accept these Terms on behalf of yourself and each Authorized User. You further agree to and accept full responsibility for any Authorized User's use our Services, including (a) any transactions made by an Authorized User on your Copper Account; (b) any transaction made by an Authorized User even if the post date shown on your statement for that transaction occurs after the date you ask us to remove the Authorized User from your Copper Account; (c) any transaction made by others if an Authorized User allows them to use your Copper Account; (d) fees and charges resulting from any transaction made by an Authorized User or others if an Authorized User allows them to use your Copper Account; and (e) any other financial charges and legal liability that an Authorized User may incur in connection with their use of your Copper Account. You agree to allow us to discuss your Copper Account with an Authorized User, which includes giving him or her access to your transaction history and Copper Account information. You also agree that an Authorized User may use and receive information about the Copper Account the same way you do. By adding an Authorized User, you represent that you have permission from each one to allow us to share information about him or her as allowed by applicable law. This includes information we may get from you, any Authorized User, and information about their transactions and use of our Services.

SECTION 7: CONSENT TO DOING BUSINESS ELECTRONICALLY; COMMUNICATIONS

By accepting these Terms, you understand and agree that you are entering into this Basic Agreement electronically and that certain categories of information (“Communications”) may be provided by Copper or Copper’s third-party service provider to you by electronic means (for example, by posting it on the Site, sending you an in-App message, emailing it to an email address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us), unless and until you withdraw your consent as described below. The categories of Communications that may be provided by electronic means include:

- These Terms, any Additional Terms, our Privacy Policy, and any other policies you agree to, and any amendments, modifications, or supplements to these agreements or policies.
- Disclosures or notices provided in connection with our Services, including any required by applicable law.
- Any customer service communications, including communications with respect to claims of error or unauthorized use of our Services; and
- Any other communication related to our Services.

Although Copper reserves the right to provide Communications in paper format at any time, you agree that Copper is under no obligation to do so.

All Communications in either electronic or paper format will be considered to be “in writing.” You should print a paper copy of these Terms and any Communication that is important to you and retain the copy for your records. If you do not wish to receive these Terms or the Communications electronically, you may not use our Services.

SECTION 7.1: TIMING OF COMMUNICATIONS

All Communications will be treated as received by you no later than the earlier of when received or 24 hours after sent to the contact information you provided, except Communications by postal mail, which will be deemed received by you no later than the earlier of when received or 3 business days after it is mailed to the most recent address we have on file for you. An electronic Communication by email or in-App notification is considered to be sent at the time that it is directed by our server to your email address or in-App inbox. You agree that these are reasonable procedures for sending and receiving electronic Communications.

SECTION 7.2: SYSTEM SPECIFICATIONS

In order to access, view, and retain electronic Communications that Copper makes available to you, you must have access to the following required hardware and software:

- An Android or iOS mobile device (such as tablet or smart phone) with a data plan;
- A connection to the Internet;
- A Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader version 7 or higher. “Current Version” means a version of the software that is currently being supported by its publisher; and
- A printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form.

SECTION 7.3: REQUESTING PAPER DOCUMENTS

You have a right to receive Communications in paper form. If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 180 days of the date we provided the Communication to you. Copper will provide paper copies free of charge. Requests to receive any paper copy may be made by mailing a written request to: support@getcopper.com. You may also email your request to support@getcopper.com. In order for us to send you a paper copy of a Communication, you must have a current mailing address on file in your Copper Account.

SECTION 7.4: WITHDRAWAL OF CONSENT TO ELECTRONIC COMMUNICATIONS

If you wish to withdraw your consent to have Communications provided electronically, you must stop using our Services and deregister your Copper Account by emailing support@getcopper.com or submitting a written request to support@getcopper.com. Copper reserves the right to terminate your Copper Account if you withdraw consent to future electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after Copper has a reasonable period of time to process your withdrawal, which usually be about 15 business days, or such other time as is appropriate under the circumstances, as determined by Copper in its sole discretion.

SECTION 7.5: RESERVATION OF RIGHTS

Copper reserves the right, in its sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will notify you of any such termination or change as required by law.

SECTION 7.6: CONSENT TO USER TESTING

Copper may contact customers and authorized users on customer accounts for product research and development purposes. Account holders may choose to opt out on behalf of themselves and their Authorized Users by contacting support@getcopper.com. Copper will make best efforts to acknowledge and action these requests.

SECTION 8: ELECTRONIC W-9 CERTIFICATIONS

By accepting these Terms, you certify under penalty of perjury that:

- The Taxpayer Identification Number or Social Security Number that you may provide is correct;
- You are not subject to backup withholding because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or © the IRS has notified you that you are no longer subject to backup withholding; and
- You are a U.S. citizen or other person

The Internal Revenue Service does not require your consent to any provision of this clause other than the certifications required to avoid backup withholding.

SECTION 9: TELEPHONE COMMUNICATIONS; CONSENT TO AUTOMATED MESSAGES; AGREEMENT TO UPDATE CONTACT INFORMATION

You agree to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any purpose, at any telephone number or physical or electronic address you provide or at which you may be reached. You represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number, including a mobile telephone number.

You agree to receive Short Message Service (SMS) communications (including text messages), calls, and messages (including pre-recorded, artificial voice, and autodialed or automatically texted) from us, our agents, representatives, affiliates, or anyone calling or texting on our behalf at the specific numbers you have provided to us, or numbers we can reasonably associate with you or an Authorized User (through skip trace, caller ID capture, or other means), with information or questions relating to you or our Services. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine or voicemail or send a message by text. Calls may be recorded.

You understand that such SMS communications may be placed using an automatic telephone dialing system or may include automated SMS messages. Your consent is required to allow Copper to contact you and to use our Services. As always, you agree that you are responsible for any message, data rates or fees that your telephone service provider charges in relation to SMS messages sent and received by you or an Authorized User. If you have any questions regarding those rates, please contact your wireless carrier.

You also agree to receive alerts about your activity, balances, payments, suspicious activities, and other matters involving your use of the Site, App or our Services through push notifications to your smartphone or other device. Receipt of push notifications may be delayed or prevented by factors beyond our control, including those affecting your internet/phone provider. We are not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification content; or your use or reliance on the content of any push notification for any purposes. Each push notification may not be encrypted, and may include your name and information pertaining to your Copper Account or use of the Site or App. We may terminate your use of push notifications at any time without notice. You may choose to discontinue receiving push notifications by updating your preferences on your smartphone or device. You acknowledge and agree that standard call, message, and data rates charged by your carrier apply to all communications by or with us.

If you change or deactivate your mobile number, e-mail address, mailing address, or any other contact information you have provided, you agree to promptly update your contact information.

To unsubscribe from text messages at any time, reply STOP to any text message you receive from us. If you unsubscribe, we may restrict or terminate your access to our Services. You consent that following such a request to unsubscribe, you may receive one final text message from us confirming your request and/or providing an alternative to access our Services.

SECTION 10: MOBILE SERVICES

We may offer our Services via a mobile device, including the ability to access certain features through the App (collectively, the "Mobile Services"). To the extent you access our Services or send or receive any

communications with us through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using our Mobile Services, you agree that we may communicate with you by SMS, MMS, text message, or other electronic means to your mobile device and, as a result, that certain information about your usage of our Mobile Services may be communicated to us.

SECTION 11: RIGHTS AND TERMS FOR APP

SECTION 11.1: RIGHTS IN APP GRANTED BY COPPER

Subject to your compliance with these Terms, Copper grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means. Copper reserves all rights in and to the App not expressly granted to you under these Terms.

SECTION 11.2: ACCESSING APP FROM APP STORE

The App and other Software (defined in Section 16.1) may be made available through the Apple, Inc. ("Apple") App Store, Android Marketplace or other distribution channels ("Distribution Channels"). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms are between you and us only, and not with the Distribution Channel. To the extent that you use any other third-party products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third-party products and services.

If the Software is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms, the following terms and conditions apply:

Both you and Copper acknowledge that these Terms are between you and Copper only, and not with Apple, and that as between Copper and Apple, Copper, not Apple, is solely responsible for the Apple-Enabled Software and its content.

You may not use the Apple-Enabled Software in any manner that is in violation of, inconsistent, or otherwise in conflict with our Services and Content Usage Rules ("Usage Rules") set forth for Apple-Enabled Software in the Apple Media Services Terms and Conditions.

Any license we may give you to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions.

Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.

Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be Copper's sole responsibility, to the extent it cannot be disclaimed under applicable law.

Both you and Copper acknowledge that Copper, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including: (a) product liability claims; (b) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Copper and Apple, Copper, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Copper as follows:

- By e-mail: support@getcopper.com
- By mail: 221 1st Ave W. STE 500 Seattle, WA 98119

Both you and Copper acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms with respect to the Apple-Enabled Software, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you with respect to the Apple-Enabled Software as a third party beneficiary.

SECTION 12: ELECTRONIC FUND TRANSFER DISCLOSURE STATEMENT

The following disclosures are made in accordance with the federal law regarding electronic payments, deposits, transfers of funds and other electronic transfers to and from your account(s). There may be limitations on account activity that restrict your ability to make electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing your account.

SECTION 12.1 DEFINITIONS

Electronic Fund Transfer: Any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic device or computer to instruct us to debit or credit an account. Electronic Fund Transfers include such electronic transactions as direct deposits or withdrawals of funds, transfers initiated via telephone, website or mobile application.

Preauthorized Electronic Fund Transfer: An Electronic Fund Transfer that you have authorized in advance to recur at substantially regular intervals; for example, direct deposits into or withdrawal of funds out of your account.

SECTION 12.2 YOUR LIABILITY

Authorized Transfers: You are liable for all Electronic Fund Transfers that you authorize, whether directly or indirectly.

Unauthorized Transfers: Tell us at once if you believe your account or PIN or Access Information (as defined below) is lost or stolen or has been or may be subject to unauthorized Electronic Fund Transfers. Support message us immediately to keep your possible losses to a minimum. You could lose all the money in your account(s). If you tell us within two (2) business days after learning of the loss or theft of your account access device, or after learning of any other unauthorized transfers from your account involving your account access device, you can lose no more than \$50 if Electronic Fund Transfers are made without your permission. For these transactions, if you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as \$500. Also, if your periodic account statement shows unauthorized transfers and you DO NOT tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told us in time. If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen access device or of any other suspected unauthorized transfer(s), the time periods specified in this Section (b) may be extended for a reasonable period.

SECTION 13: PROHIBITED ACTIVITIES

You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages, or other materials ("Content") that you upload, post, publish, or display (collectively "Upload"), email, or otherwise use via our Services.

Below are examples of the kind of Content and/or use that is illegal or prohibited. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this section, including removing the offending Content from our Services, suspending or terminating Copper Accounts of such violators, and reporting such violators to law enforcement authorities. You agree to not use our Services to:

- Email or otherwise Upload any Content that:
 - Infringes any intellectual property or other proprietary rights of any party;
 - You do not have a right to Upload under any law or under contractual or fiduciary relationships;
 - Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
 - Poses or creates a privacy or security risk to any person;
 - Constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation;

- Is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically, or otherwise objectionable; or
- In our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying our Services, or which may expose us or our users to any harm or liability of any type;
- Interfere with or disrupt our Services, servers, or networks connected to our Services, or disobey any requirements, procedures, policies, or regulations of networks connected to our Services;
- Violate any applicable laws, including local, state, national, or international laws, or any regulations or requirements having the force of law;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Solicit personal information from anyone under the age of 18;
- Harvest or collect email addresses or other contact information of other users from our Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- Advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- Further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- Obtain, or otherwise attempt to access or obtain, any materials or information through any means not intentionally made available or provided for through our Services.

SECTION 14: TERRITORIAL RESTRICTIONS

Software available in connection with our Services and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from our Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using our Services is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all domestic and foreign laws regarding your use of our Services, including as it concerns online conduct and acceptable Content.

SECTION 15: NO COMMERCIAL USE

All Services we offer are intended solely for your personal use. Unless otherwise expressly authorized in these Terms or in our Services, you agree not to use, display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or upload for any commercial purposes our Services or any part of our Services, including use of or access to our Services, or those of third parties.

SECTION 16: ILLEGAL TRANSACTIONS AND INTERNET GAMBLING

You must not use our Services, including the Mobile Services, and your Copper Account, for any illegal purpose or internet gambling. You must not use your Copper Account to fund any account that is set up to facilitate internet gambling. We, Bank Partner or any service provider may deny transactions or authorizations from merchants that are apparently engaged in or are identified as engaged in the internet gambling business.

SECTION 17: INTELLECTUAL PROPERTY RIGHTS

SECTION 17.1: SERVICES CONTENT, SOFTWARE, AND TRADEMARKS

You acknowledge and agree that our Services may contain Content or features (“Services Content”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on our Services or the Services Content, in whole or in part, except that the foregoing does not apply to your own User Content (defined in Section 16.3) that you legally Upload to our Services. In connection with your use of our Services you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by us from accessing our Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (for example, by masking your IP address or using a proxy IP address). Any use of our Services or the Services Content other than as specifically authorized in these Terms is strictly prohibited. The technology and software underlying our Services or distributed in connection with our Services are the property of Copper, our affiliates, and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted in these Terms are reserved by us. The Copper name and logos are our trademarks and service marks (collectively, the “Copper Trademarks”). Other product and service names and logos used and displayed via our Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to us. Nothing in these Terms, any Additional Terms or our Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Copper Trademarks displayed on our Services, without our prior written permission in each instance. All goodwill generated from the use of Copper Trademarks will inure to our exclusive benefit.

SECTION 17.2: THIRD PARTY MATERIAL

Under no circumstances will we be liable in any way for any Content or materials of any third parties (including users), including for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content. You acknowledge that we do not pre-screen Content, but that we and our designees will have the right (but not the obligation) in our and their sole discretion to refuse or remove any Content that is available via our Services. Without limiting the foregoing, we and our designees will have the right to remove any Content that violates these Terms or is deemed by us, in our sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

SECTION 17.3: USER CONTENT TRANSMITTED THROUGH OUR SERVICES

With respect to the Content or other materials you Upload through our Services or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title, and interest in and to such User Content, including all copyrights and rights of publicity. By Uploading any User Content you grant us and our affiliates a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, and irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use your User Content solely in connection with the operation of our Services in any form, medium, or technology now known or later developed. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about our Services, submitted by you to us are

non-confidential, and we will be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You understand that the technical processing and transmission of our Services, including your User Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

SECTION 18: REFERRAL PROGRAM & INCENTIVE PROGRAM

SECTION 18.1: REFERRAL PROGRAM

We may offer users the opportunity to participate in a program that rewards you for referring your friends and family members to Copper (“Referral Program”).

SECTION 18.2: EARNING REWARDS

From time to time, we may offer you an opportunity to receive a promotional monetary reward (“Reward”) each time you refer a friend to Copper using a referral code issued to you by Copper when you create your Copper Account. In order to earn Rewards, you must provide your unique referral code to your friend, your friend must enter your unique referral code when he or she signs up for a Copper Account. In addition, you and your friend must complete specific actions, as outlined within your Copper Account, and which may be updated at Copper’s discretion with no notice to you. Upon successful completion of the defined referral action(s), you and your friend are eligible for the applicable Reward. You may only earn one Reward for each new Copper Account that is opened using your referral code. You may not earn Rewards for referring an individual who becomes an Authorized User of your Copper Account or another Copper Account, or for referring an individual who opens a Copper Account on which you are or become an Authorized User. The maximum sum of all Rewards credited to your Copper Account shall not exceed more than one hundred and fifty dollars, and is subject to change without notice under Copper’s discretion. No additional rewards will be issued if this threshold is met or exceeded.

You and your referral are not eligible for Rewards if you or your referral’s Copper Account or Bank Account is or has been suspended, restricted, terminated or not in good standing, has a returned transaction outstanding, is or has had a negative balance, or is or has been in default; you or your referral are or have been in breach of these Terms or the terms or conditions of the Bank Partner; or you or your referral make or have made any false, incomplete or misleading statement or attempt or have attempted to defraud us or the Bank Partner.

Rewards have no cash value unless and until you have redeemed them for cash value or cash equivalent value by way of one of Copper’s approved redemption methods available in the app. Unredeemed Rewards may be subject to expiration, as outlined within your Copper Account, and which may be updated at Copper’s discretion with no notice to you. Rewards cannot be transferred to any other person. Rewards cannot be transferred by operation of law, such as by inheritance, bankruptcy or in connection with a divorce. Rewards remain our property until you have redeemed them for cash value or cash equivalent value. We reserve the right to decline to apply or reverse a credit to your reward balance for Rewards earned at any time and for any reason, subject to applicable law.

If we, in our sole discretion, determine that you have engaged in abuse, misuse, or fraud in connection with earning Rewards or that you attempt to do so, we may take any action, including: (a) take away any Rewards you have earned; (b) suspend your ability to earn Rewards or receive a statement credit for Rewards

previously earned; (c) terminate your participation in the Rewards Program; and/or (d) cancel your Copper Account and/or Bank Account.

SECTION 18.3: AMENDMENTS, RESTRICTIONS, TERMINATION

Copper may add to, terminate, and/or change the Referral Program at any time with or without notice to you. For example, we could change the amount of Rewards you can earn for referrals, impose caps and/or fees on earning and/or using Rewards, place restrictions on or terminate your ability to earn or redeem Rewards, terminate your membership in the Referral Program, or terminate all or parts of the Referral Program. You acknowledge that in the event we make these changes, you may no longer be able to earn Rewards.

You may only have one Copper Account. If you or we close your Copper Account for any reason, we may immediately require you to forfeit all Rewards.

SECTION 18.4: FEES, TAXES

There is no fee to participate in the Referral Program. It is your responsibility to find out if you are liable for any federal, state, or local taxes as a result of earning Rewards.

SECTION 18.5: NEXT FINANCIAL ADVISORS SIGN UP PROMOTION

YOUR PARTICIPATION IN THE NEXT FINANCIAL SIGN-UP PROMOTION (THE “NFA PROMOTION”) SERVES AS YOUR WILLFUL ACCEPTANCE OF AND AGREEMENT TO COMPLY WITH THE TERMS AND CONDITIONS OF THE NFA PROMOTION (THE “NFA PROMOTION TERMS”). DO NOT PARTICIPATE IN THE NFA PROMOTION IF YOU DO NOT AGREE WITH THE APPLICABLE NFA PROMOTION TERMS. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

NFA reserves the right to modify these NFA Promotion Terms, in whole or in part, at any time and in its sole discretion without notice to you, and you waive any right you may have to receive specific notice of any such modifications. These NFA Promotion Terms are subject to NFA's interpretation, and shall be applied by NFA at its sole discretion.

Eligibility

In order to be deemed eligible to receive a Bonus, Participants must be:

- Less than 18 years of age;
- Accompanied by a legal guardian; and
- The participant and their legal guardian must be residents of the U.S.
- You must have an NFA Account advised by NFA that is in good standing;

NFA reserves the right to determine in its sole discretion whether an NFA Account is closed and/or in good standing. An NFA Account in good standing for purposes of this NFA Promotion if an NFA Account for which all required account opening documentation has been completed and verified, and is not locked, or restricted, or otherwise flagged in any way. If an NFA Account is closed or not in good standing for any reason at any time, any Bonus awarded hereunder may be forfeited.

Employees of NFA and its affiliates, subsidiaries, divisions, fulfillment and advertising and promotion agencies, their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside), and those living in the same household of each such individual, whether or not related, are not eligible.

The Promotion is not open to persons who reside in any jurisdiction where NFA is not authorized to do business or where its products and services would be contrary to the securities regulations, or other local laws and regulations of that jurisdiction. This NFA Promotion offer is not transferable, saleable, or valid in combination with other offers. NFA reserves the right, in its sole discretion, to disqualify any participant for any reason including for not complying with any or all of the terms of these NFA Promotion Terms or with any of the Agreements found at NFA disclosure library. NFA reserves the right to revoke or extend this offer at any time without prior notice.

Promotion Details & Terms

The NFA Promotion offer is available to all eligible participants who successfully open an NFA advisory account (a "Qualified Account") and maintain a minimum balance as determined by NFA. Minimum balance requirements are subject to change at the sole discretion of NFA and may change at any time without notice to account holders. Qualified Accounts are subject at all times to the terms and conditions of NFA's advisory agreement ("AA") and Terms of Use, which are incorporated by reference into these NFA Promotion Terms. If any of the terms of these NFA Promotion Terms conflict with any terms of the AA or Terms of Use, the AA and Terms of Use shall control unless otherwise expressly stated herein.

Upon successfully opening a Qualified Account, NFA may deposit a variable cash bonus of between \$1 - \$20 ("Bonus"). The amount of Bonus received will be allocated on a randomized basis. Only one Bonus may be claimed per Qualified Account. The Bonus will be deposited into the Qualified Account within approximately 14 business days following the day a customer opens the Qualified Account. Qualified Customers will not be permitted to withdraw Bonuses received pursuant to this Program unless and until the Bonus is invested into a security on the NFA Platform.

Any Bonus deposited into a Qualified Account pursuant to the Promotion must remain in the Qualified Account (minus any trading losses) for a minimum of 90 days ("Holding Period"). Holding Period requirements are subject to change at the sole discretion of NFA and may change at any time without notice to account holders.

Tax Considerations

Any Bonus deposited by NFA hereunder is a fixed cash value and does not constitute stock or any other security, nor is it a recommendation to buy any specific stock or other security. The value of any Bonus awarded hereunder may be taxable income to you. You are responsible for any federal or state taxes resulting from receipt of a Bonus. Please consult your tax advisor if you have questions about the tax treatment of a Bonus.

Governing Law

All issues and questions concerning the construction, validity, interpretation, and enforceability of these NFA Promotion Terms, or the rights and obligations of you and NFA in connection with the NFA Promotion, shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than in the State of Washington.

Miscellaneous

Investing involves risk. Information shown is strictly for illustrative and educational purposes only and should not be considered a solicitation to buy, an offer to sell, or a recommendation for any security in any jurisdiction where such an offer, solicitation or recommendation would be unlawful or unauthorized. Any preliminary information provided by NFA to prospective customers prior to NFA agreeing to enter into an advisory relationship does not constitute investment advice and should not be relied on as such. Investment products, Bonuses and other services are offered by NFA, are not FDIC Insured, and may lose value. Participation in the NFA Promotion does not constitute a solicitation of a

security or a recommendation to buy, sell, or hold any given security. This is not an offer or solicitation in any jurisdiction where NFA is not authorized to do business.

NFA does not offer any warranties, and disclaims all warranties, express or implied, with regard to the Promotion. NFA does not guarantee that its website or mobile app will be free of errors or interruptions. NFA reserves the right to correct all typographical and other written errors in connection with the Promotion.

The invalidity or unenforceability of any provision of these NFA Promotion Terms will not affect the validity or enforceability of any other provision. In the event that any provision of these NFA Promotion Terms are determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. NFA's failure to enforce any term of these NFA Promotion Terms will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these NFA Promotion Terms. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the document or any provision hereof. NFA reserves the right to revoke or extend this offer at any time.

If, in NFA's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this NFA Promotion, or if any difficulties compromise the administration, security, fairness, integrity, or proper conduct of the NFA Promotion, NFA reserves the right to modify, cancel, or terminate this NFA Promotion, in whole or in part, at any time without notice. In the event of time of war, national emergency, accident, dangerous weather conditions, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism, epidemic, pandemic, or other matters beyond NFA's reasonable control, NFA has the right, in its sole discretion, to terminate the NFA Promotion. Prompt notice of such action will be made to eligible participants.

Caution: Any attempt by a participant or any other individual to deliberately undermine the legitimate operation of the NFA Promotion may be a violation of criminal and civil laws and should such an attempt be made, NFA reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law. NFA reserves the right to disqualify participants for any reason at any time.

SECTION 19: COPPER REWARDS PROGRAM

Note that the Copper Rewards annual savings rewards rate is 2.00% under the Copper Basic Plan and 5.00% under the Copper Pro Plan.

1. Copper Rewards. "Copper Rewards" or "CR" is a financial incentive paid monthly by Copper, and not by Evolve Bank & Trust, to incent Authorized Users to maintain or increase the balance of their Savings Goals. Authorized Users may set up Savings Goals by transferring funds from their spend account to their Savings Goals, and track their progress against those goals under the Copper Savings feature. The CR may only be earned on balances contained within their individual Savings Goals. Balances maintained in their spend account and parent wallet are not eligible for the CR incentive. The amount of the monthly CR incentive for each Authorized User is calculated by taking the sum of (i) the Copper Rewards annual savings rewards rate, as designated by their Copper Plan; *multiplied by* (ii) Savings Balance of the individual Authorized Users, calculated daily, throughout the applicable calendar month (iii) divided by 365. Where a Primary Account has multiple Authorized Users, those Authorized users will be rewarded according to their individual Average Daily Savings Balance. The CR percentage will vary by Copper Plan, but is equal to 2.00% for the Copper Basic Plan and 5.00% for the Copper Pro Plan.

2. The CR incentives will only be paid by Copper on an Average Daily Savings Balance of up to \$5,000 per month per Primary Account and related Authorized User Accounts. In the event that the Average Daily Savings Balance of all Authorized User Accounts under a Primary Account exceeds \$5,000 in a month, then the CR incentive for that month will be calculated assuming that the Average Daily Savings Balance is \$5,000 and allocated across all Authorized User Accounts on a pro-rata basis by comparing the Average Daily Savings Balance of *each* Authorized User Account to the Average Daily Savings Balance of *all* Authorized User Accounts. Within each Authorized User Account, the CR will be allocated among savings accounts in the manner described above.
3. To qualify for CR, (i) the Primary Accountholder must have authorized Copper and the Bank (each, an "Originator") to initiate debit entries to the Primary Accountholder's Funding Account(s) for purposes of funding the Primary Account using the ACH network, and those Funding Account(s) must be verified by Copper; and (ii) the Primary Account and all Authorized User Accounts must be in "*Good Standing*." To be considered in "*Good Standing*" (i) the Primary Account and all Authorized User Accounts must have a positive balance; (ii) the Primary Accountholder must have a verified ACH funding account; (iii) the Primary Accountholder must be current on the payment of all monthly subscription fees and other amounts owed to Copper, and (iv) the Primary Accountholder and all Authorized Users must otherwise be in compliance with the Copper Terms of Service and any other agreements necessary to use the Services.
4. Any Primary Account during the initial 30 day free trial period will be deemed to be current on the payment of all monthly subscription fees. Where subscription fees are waived for any reason for a Primary Accountholder, payment on monthly subscription fees shall be deemed current. The CR earned on the balances held in any savings account for any month will be credited to such Save balance on the 15th day of the following month, or the following business day should the 15th fall on a weekend or federal holiday, and will appear as a credit in your Save Transaction History.
5. In the event that the Primary Account becomes suspended or deactivated at any time, for any reason, either voluntarily by the Primary Accountholder, or by Copper, then Copper shall have no obligation to make further CR payments to the Primary Account or any related Authorized User Account (i.e., credited to any savings account) even if attributable to a prior month. In the event that any Authorized User Account within the Primary Account becomes suspended, deactivated, or removed at any time, then Copper shall have no obligation to make CR payments for balances previously held in that Authorized Users Account for such month. Evolve Bank & Trust is not responsible for making any CR payments for any balance held in either the Primary Account or any Authorized User Account. We reserve the right to terminate or restrict any individual's eligibility to receive CR, if we have reason to believe that any party to the offer: (1) was not eligible for CR; (2) engaged in abuse, misuse, or fraud in connection with CR; or (3) violated the terms of the offer, any agreement that the individual has or in relation to our Service, or applicable law.
6. CR are offered and issued solely for loyalty, award, and promotional purposes. Fees or other amounts owed to Copper may reduce earnings. CR may take 2-3 days from the date of deposit to clear and become accessible in any Primary Account or related Authorized User Accounts, as applicable. We reserve the right to cancel or modify any offer (including CR entirely) and applicable terms and conditions (including terms relating to CR) at any time and without notice to you.

7. Receiving CR may result in taxable income, and we may be required to send you, and file with the IRS, a Form 1099-MISC (Miscellaneous Income), Form 1099-INT (Interest Income), or Form 1042-S (Foreign Person's U.S. Source Income Subject to Withholding) for the year in which you participate and are awarded any CR. You are solely responsible for any federal, state, local, or other taxes resulting from your receipt of CR, including making any required disclosures and remitting any applicable taxes to the appropriate tax authority. Please consult your tax advisor if you have any questions about your personal tax situation.

SECTION 20: COPPER EARN

Copper Earn

Authorized Users may use the Copper Earn feature to acquire Copper Creds by performing various actions within the Copper Application. By participating in the Copper Earn program, you as parent or legal guardian consent on behalf of your authorized users to opt into participating in the Earn program, which may include the completion of third party offers. Data provided during your participation in Copper Earn may be shared and/or sold with third parties for research and development purposes. PII will never be sold to third parties. Authorized Users under 13 years old should not participate in any Earn offers without parental consent. It is the responsibility of the parent or guardian to monitor their teens participation in any offers completed by their teen through the Copper App.

For more information, refer to the Copper Privacy Policy.

Copper Creds may be successfully redeemed for cash value or cash equivalent value at the election of the Authorized User, and deposited into the Authorized User Account or other means as determined by Copper. Copper Earn Creds may only be worth cash value after an Authorized User has successfully redeemed such Creds, at pre-set amounts determined by Copper. Creds balances are not a guaranteed cash value, nor are they protected by FDIC insurance prior to successful redemption. Unredeemed Creds may be subject to expiration, as outlined within your Copper Account, and which may be updated at Copper's discretion with no notice to you.

1. In the event that the Primary Account becomes deactivated at any time, for any reason, either voluntarily by the Primary Account Holder, or by Copper, then Copper shall have no obligation to redeem Earn Creds to cash value to the Primary Account or any related Authorized User Account (i.e., credited to any Savings Goal). In the event that any Authorized User Account within the Primary Account becomes deactivated or removed at any time, then Copper shall have no obligation to redeem Earn Creds to cash value to that Authorized Users Account.
2. If we, in our sole discretion, determine that you have engaged in abuse, misuse, or fraud in connection with earning Copper Creds or that you attempt to do so, we may take any action, including: (a) take away any Creds you have earned; (b) suspend your ability to earn Creds or receive a statement credit for Copper Creds previously earned; (c) terminate your participation in the Copper Earn Program; and/or (d) cancel your Copper Account and/or Bank Account.

3. Evolve Bank & Trust is not responsible for redeeming any Earn Creds held in any Authorized User Account. At its discretion, Copper may, at any time, limit, revise, or terminate the Earn feature by amending these Terms of Service.

SECTION 21: ACCOUNT FUNDS

If a Copper user sends money to you using the Copper platform, that money may be held in subaccounts or pooled accounts at our Bank Partner, until you move it to your bank account or otherwise spend it.

SECTION 22: PERSON TO PERSON (P2P) PAYMENTS

Using the Copper App, you can send money to or request money from another Copper user for personal, non-commercial purposes, through your Copper Account (each a “P2P Transfer”). All P2P Transfers are processed by our Bank Partner and are subject to these Terms as well as the terms of any other agreement you or the recipient of funds has with us and/or our Bank Partner.

SECTION 22.1: AUTHORIZING A P2P TRANSFER

When you initiate a P2P Transfer, your payment instruction authorizes our Bank Partner to debit the deposit account associated with your Copper Account for the amount of the P2P Transfer and move the funds to your designated recipient. By authorizing a P2P Transfer, you also authorize our Bank Partner to initiate any other transactions necessary to correct errors or reverse payments that are rejected or returned. You may not use an external bank account or any other payment method to fund a P2P Transfer. You are solely responsible for ensuring you have sufficient available funds in your Copper Account necessary to complete any payments initiated through the Service. You agree to reimburse our Bank Partner for any fees, costs, or expenses it incurs as a result of insufficient or unavailable funds in connection with any P2P Transfer you initiate.

SECTION 22.2: FEES AND TAXES

We do not currently charge fees for P2P Transfers but we reserve the right to do so in the future. You are responsible for determining whether you owe any taxes as a result of your use of the P2P Transfer service and remitting such taxes to the appropriate authority.

SECTION 22.3: TRANSACTION LIMITS

We may, at our discretion, impose limits on the amount and/or number of P2P Transfers you can send and receive. The limits on P2P Transfers are as follows: You may not send more than one thousand dollars (\$1000) in any single transaction or in multiple transactions over a thirty (30) day period, and you may not receive more than one thousand dollars (\$1000) in any thirty (30) day period. We or our Bank Partner may reject or reverse any transaction that would cause the sender or recipient of the P2P Transfer to exceed these limits, or if we or our Bank Partner determine in our sole discretion that the P2P Transfer was invalid for any reason. You agree that we will incur no liability if we are unable to complete any P2P Transaction or if we reverse a P2P Transfer because of: (i) the sender’s insufficient available funds in their Copper Account; (ii) malfunction of the P2P Transfer Service due to circumstances beyond our control or due to circumstances that you were already aware of at the time you initiated your payment instruction; (iii) failure of the recipient to receive the P2P Transfer; or (v) the transaction would cause the sender or recipient to exceed applicable transaction limits, or violate applicable law, these Terms, or any other agreement the sender or recipient has with us

and/or our Bank Partner. We reserve the right to change these transaction limitations at any time, in our sole discretion, with or without notice to you.

For your protection, we also maintain debit card and ACH funding limits on a per account basis. The current limits are:

- \$500 Daily deposit limit into your Copper account for debit card funding or ACH.
- \$2,000 Monthly deposit limit into your Copper account for debit card funding or ACH.
- \$2,000 daily spending/transfer limit.

SECTION 22.4: FRAUD, MONITORING

We and our Bank Partner review P2P Transfer activity at various times for, among other things, suspicious or illegal activity, and whether a P2P Transfer complies with applicable law, these Terms, or any other agreement the sender or recipient has with us and/or our Bank Partner. In connection with our review process, we may require you to provide additional information and/or documentation to verify your identity. Your Copper Account and/or access to funds sent to you may be limited until verification is completed. Reviews may result in, among other things, (i) delayed, blocked or canceled P2P Transfers; (ii) money being held by our Bank Partner; (iii) money being applied to amounts you owe to us or our Bank Partner, or used to offset loss incurred by us or our Bank Partner; (iv) restriction, suspension, or termination of your Copper Account; (v) money being seized to comply with a court order, warrant, or other legal process; and/or (vi) money you previously received being debited from your Copper Account and sent to our Bank Partner or the sender. Among other reasons, we or our Bank Partner may take these actions if you knowingly or unknowingly were a participant in a P2P Transfer that was made from a Copper Account without the appropriate authorization.

P2P TRANSFERS SHOULD ONLY BE USED TO TRANSACT WITH PEOPLE YOU KNOW AND TRUST. DO NOT USE P2P TRANSFERS TO TRANSACT WITH PEOPLE YOU DON'T KNOW. IF YOU DO, AND WE LATER REVERSE THE P2P TRANSFER (WHICH MAY OCCUR IF IT IS DETERMINED THAT THIS AGREEMENT OR AN AGREEMENT GOVERNING A COPPER ACCOUNT WAS VIOLATED, OR IF THE P2P PAYMENT WAS NOT AUTHORIZED), YOU COULD LOSE THE MONEY SENT IN THE P2P TRANSFER.

If we, in our sole discretion, determine that you have engaged in abuse, misuse, or fraud in connection with using the P2P Transfer service, or that you attempt to do so, we may take any action, including: (i) reverse a deposit to your Copper Account that occurred as a result of a P2P Transfer; (ii) temporarily suspend your ability to use the P2P Transfer service; (iii) terminate your participation in the P2P Transfer Service; and/or (iv) cancel or restrict your Copper Account.

SECTION 22.5: TERMINATION

Any pending transactions at the time of termination, closure, or suspension of your Copper Account, or use of the P2P Transfer service will be settled. Any funds that we are holding in custody for you at the time of termination, suspension, or closure of your Copper Account, less any applicable fees, (i) may be made available for you in our Bank Partner's sole discretion and subject to the other conditions in these Terms and applicable law, and (ii) we may require you to link a new bank account that has not been associated with your

Copper Account to cash out such funds. If an investigation is pending at the time of closure, we may hold your funds until resolution of the investigation.

SECTION 22.6: REFUNDS, REVERSALS AND CHARGEBACKS

P2P Transfers may be invalidated or reversed by us or our Bank Partner if, among other reasons, we send cash to you in error, the funding transaction is declined or reversed, the P2P Transfer was unauthorized or unfunded, or the P2P Transfer was made for activities or reasons that violate these Terms or any other agreement you have with us or our Bank Partner. If the P2P Transfer you send or receive is invalidated for any reason, you may be liable to us or our Bank Partner for the full amount of the P2P Transfer, and our Bank Partner may recover the amount of the P2P Transfer (plus applicable fees, if any) from you. Our Bank Partner may recover the amount of the P2P Transfer from the sender or recipient in our sole discretion (subject to applicable law). When recovering the amount of an invalidated P2P Transfer from you, our Bank Partner may apply any cash sent to you in a subsequent P2P Transfer, debit cash from your Copper Account, engage in collection efforts to recover such amounts from you, place a limitation or restriction on your Copper Account, or take any other action authorized by these Terms or any other agreement you have with us or our Bank Partner.

SECTION 22.7: UNAUTHORIZED P2P TRANSACTIONS

To protect yourself from unauthorized P2P Transactions, you should regularly log into your Copper Account and review the activity on the account to ensure each transaction was authorized and accurately completed. If you believe your password or other access credentials have been stolen, compromised, or a transaction was made without your authorization, notify us IMMEDIATELY by writing to us at support@getcopper.com. We are not responsible for resolving disputes between you and another Copper user with whom you engage in P2P Transfer transactions.

SECTION 22.8: STOP PAYMENT

Our ability to stop a P2P Transfer once you have initiated it will depend on when you notify us of your desire to stop the transaction, and whether our Bank Partner has begun to process the P2P Transfer or has a reasonable opportunity to act on your request to stop the payment. All P2P Transfer requests may be processed as soon as we receive them, and we and our Bank Partner may be unable to stop the P2P Transfer.

SECTION 23: FEES AND LIMITS

To the extent the Services or any portion thereof is made available for any fee, you will be required to select a form of payment and provide information to us regarding your form of payment. You represent and warrant to us that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address) that may occur. You agree to pay to us the amount that is specified in accordance with these Terms. If you dispute any charges you must let us know within sixty (60) days after the date that we charge you. Our current fee schedule is posted [here](#). We reserve the right to change our prices. If we do change prices, we will provide notice of the change on the Site or in email to you, at our option, at least 30 days before the change is to take effect. Your continued use of the service after the price change becomes effective constitutes your agreement to pay the changed amount. You are responsible for all taxes associated with the services other than U.S. taxes based on our net income. We may, at our discretion, impose limits on the amount and/or the number of payments you can send and receive.

Description of Copper Subscription Plans and Ad Hoc Services

Copper Plans and Features

You will be offered two different Copper Plans and tiers of service to choose from. The base level Copper Plan with the lowest “Monthly Fee” is referred to as the “Copper Basic Plan” and the Copper Plan with more features, including Investing, is referred to as the “Copper Pro Plan.” The Investing Services are only available under Copper Pro as described under “Investing Services” below. Following a 30 day free trial period, you will be billed according to the Plan you choose. You will be charged on a monthly basis the same day each month going forward. Should your billing date be the last of the month, you will be charged on the last day of the following month should that month be shorter. Your subscription fee will be charged via your externally linked debit card first. If the payment fails and you have a linked ACH funding source, the payment will be pulled from your externally linked bank account. If no external bank account is linked to Copper at the time the subscription fee is due, the payment will be deducted from the Primary Account Holder’s wallet balance. The price of each Copper Plan is disclosed at the time of signup. Should your primary payment method fail at the time the subscription fee is due, you will retain access to your Copper Plan for 15 calendar days before which we will make a second attempt to collect your subscription fee via the above methods. Should this second attempt fail, your Copper Plan will be automatically canceled.

Details regarding the Copper Card services, included in both Plans, are set forth in the Consumer Cardholder Agreement and Deposit Agreement, available via the link in the footer of the Website and in the settings of the Application.

The Primary Accountholder is responsible for selecting the applicable Copper Plan, and, once selected, the same Copper Plan will apply to the Primary Account and all Authorized Users associated with your Copper Account. You will have the ability to switch Copper Plans from time to time by reaching out to Support@getcopper.com with your requested changes. If you elect to switch to a more expensive Copper Plan, the Copper Plan features applicable to the new Copper Plan will become effective on your Copper Account within five business days, using best efforts. If you elect to downgrade your Copper Plan to another Copper Plan with a lower Monthly Fee, your Copper Plan features on your Copper Account will be downgraded on your next Monthly Fee renewal date unless you elect to cancel the Copper Plan downgrade prior to such Monthly Fee renewal date.

The features and functionality included in each Copper Plan are subject to change at any time, and any such changes will be communicated on the Copper Website, the Application and in these Terms of Service. You can upgrade or downgrade your Copper Plan at any time, but not more often than once each monthly billing cycle. You can also close your Copper Account at any time, but you will not be eligible for a partial refund of the unused portion of the Monthly Fee allocable to the remainder of your current monthly billing cycle. In order to close your Copper Account, reach out to Support@getcopper.com.

Investing Services

The Copper Pro Plan will provide you with access to Investing Services if you are eligible, as described below, and satisfy all of the requirements for enrollment. “Investing Services” means the investment advisory services provided by Next Financial Advisors, LLC (“NFA”) as a Registered Investment Advisor and the brokerage services provided by DriveWealth, LLC as a broker-dealer.

To be eligible to participate in the Investing Services, you must have a Copper Account in “Good Standing,” which means that your Primary Account has completed the account registration and verification process, your

Primary Account and all Authorized Users have a positive balance, and your Copper Account is current with respect to the payment of any Monthly Fee and all other cardholder fees.

If you are approved to participate in the Investing Services, you may move funds from your Copper Bank Account held at Evolve Bank & Trust; Members FDIC to your Copper Invest Account held at DriveWealth, LLC ("Invest Account"), and, subject to compliance with NFA's and DriveWealth, LLC's requirements, from your Invest Account to your Copper Bank Account. Funds transferred from your Copper Bank Account to your Invest Account will be available within two business days although, in many cases, transfers may be available much quicker. Funds transferred from your Invest Account to your Copper Account will also be available within two business days although, in many cases, transfers may be available much quicker.

Copper Investing offers three different portfolios, based upon the risk preferences and goals that the teen and parent decide work best for their family. Each portfolio contains a varying percentages of six (6) different exchange traded funds (ETFs), made up of over 11,000 single name stocks. When funds are transferred into the Investing Account, funds will be automatically allocated based upon the assigned portfolio.

A. Copper Basic Plan - \$4.95 Monthly Fee

If you select the Copper Basic Plan, then you will have access to all of the Copper Basic Plan Services. "Copper Basic Plan Services" means the Primary Accountholder's use of the Copper Account and Application to control and monitor the Card(s) that are issued to Authorized Users held by individuals for whom the Primary Accountholder is the parent or legal guardian, together with the features and functionality that are offered to the Primary Accountholder and Authorized Users including, without limitation, the following.

1. 2% Copper Rewards on Savings Balances up to \$5,000 per family savings balance. Please see "Copper Rewards" for more information.
2. Eligibility to participate in the Copper Earn Program
3. Debit cards for up to five (5) Authorized Users
4. Access to the Copper application which includes financial literacy education regarding spending, saving, and investing
5. Authorized user spend monitoring and notifications: Monitor spend on Authorized Users' accounts within the Copper App.
6. Ability to add a co-parent
7. Instant Money Transfers: By linking your external debit card, you can make faster deposits to your Copper Wallet. Transfers typically take up to 30 minutes, but may be subject to longer processing times at the discretion of our partner bank processor. There is a small fee associated with funding your Copper Account with a debit card.
8. Ability to automate allowance: Primary Account Holders may elect to set up recurring transfers to their linked teen(s) accounts.
9. Ability to create Savings Goals: Authorized Users may set up Savings Goals by transferring funds from their spend account to their Savings Goals, and track their progress against those goals under the Copper Savings feature.
10. Early direct deposit (up to two business days): Early access to direct deposit funds depends on the timing of the submission of the payment file from the payer. We generally make these funds available on the day the payment file is received, which may be up to two (2) days earlier than the scheduled payment date.

In addition to the Copper Basic Plan Monthly Fee, other fees may apply:

- a. Free ATM Cash withdrawals at over 55,000 Allpoint ATM locations. Out of network ATMs may charge their own individual fees which Copper does not collect.
- b. Users may load cash via the Green Dot network of retailers. Fees of up to \$4.95 per load may apply.
- c. Debit loads will be assessed a fee of 2.5% plus \$0.30 per transaction
- d. No minimum account balance
- e. No overdraft fees

The Copper Basic Plan Services are subject to change at any time, and any such changes will be communicated on the Copper Website and in these Terms of Service.

Copper does not hold any consumer funds at any time; all funds that you may add to your Card Account are solely held by Evolve Bank & Trust.

B. Copper Pro Plan - \$7.95 Monthly Fee

If you select the Copper Pro Plan, then you will have access to the Copper Basic Plan Services and the Investing Services. As described above, in order to receive the Investing Services, you must also agree to a variety of separate agreements and disclosures which are housed in the "Legal" link on the footer of the Copper website at www.getcopper.com and available through the Copper application. The Copper Pro Plan Monthly Fee covers the Account Holder and up to five (5) Authorized Users. \$2.95 of the Copper Pro Plan fee is paid directly to NFA for Investment Advisory Services.

In addition to the services provided under the Copper Basic Plan, Each Authorized User under the Copper Pro Plan will have access to the following services:

1. 5% Copper Rewards on Savings Balances up to \$5,000 per family savings balance. Please see "Copper Rewards" for more information.
2. White Glove Level Customer Service: Concierge Level Customer Service provides you with priority customer support and shorter wait times when our customer service platform recognizes your cell phone number or email and its association with a subscriber of the Copper Pro Plan.
3. Other Value-Added Features: If you select the Copper Pro Plan, you may be offered additional products and features under the Copper Pro Plan from time to time, which will be explained in more detail on the Copper Website, the Application, and in these Terms of Service.

In addition to Monthly Fees charged under the Copper Pro Plan, other fees may apply:

1. Account Holders who participate in the Copper Pro Plan will be invested in exchange Traded Funds ("ETFs") and may also pay management fees and other expenses to the ETF. These management fees and additional fees are deducted directly by the ETF and are reflected in the ETF's net asset value.

YOU ACKNOWLEDGE AND AGREE THAT EVOLVE BANK & TRUST IS NOT PROVIDING ANY OF THE INVEST ACCOUNT SERVICES INCLUDED IN ANY OF THE CARD PLANS OR PROVIDING ANY INSURANCE OR CREDIT. EVOLVE BANK & TRUST DOES NOT SERVE AS AN INVESTMENT ADVISOR OR A BROKER DEALER IN CONNECTION WITH THE INVEST ACCOUNT SERVICES. YOU ACKNOWLEDGE THAT NFA AND DRIVEWEALTH ARE UNAFFILIATED THIRD PARTIES TO EVOLVE BANK & TRUST.

THE INVEST ACCOUNT IS NOT MAINTAINED BY EVOLVE BANK & TRUST, AND ANY SECURITIES OR FUNDS IN THE INVEST ACCOUNT ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF EVOLVE BANK & TRUST, ARE NOT GUARANTEED BY EVOLVE BANK & TRUST, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, AND IS SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED. YOU ACKNOWLEDGE AND AGREE THAT EVOLVE BANK & TRUST IS NOT LIABLE FOR ANY LOSSES OR DAMAGES OF ANY KIND THAT MAY ARISE FROM, OR IN CONNECTION WITH, THE INVESTING SERVICES. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY CLAIM THAT YOU MAY HAVE AGAINST EVOLVE BANK & TRUST RELATING TO THE INVESTING SERVICES.

SECTION 24: THIRD PARTY WEBSITES

Our Services may provide, or third parties may provide, links or other access to other sites and resources on the Internet. We have no control over such sites and resources, and we are not responsible for and do not endorse such sites and resources. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Content, events, goods, or services available on or through any such site or resource. Any dealings you have with third parties found while using our Services are between you and the third party, and you agree that we are not liable for any loss or claim that you may have against any such third party.

SECTION 25: INDEMNITY AND RELEASE

You agree to release, indemnify, and hold us, our third party product providers, our and their affiliates, officers, employees, directors, and agents harmless from any and all losses, damages, judgments, settlements, fines, penalties, fees, costs and expenses, including reasonable attorneys' fees, claims, actions of any kind, proceedings, and injury (including death) arising out of or relating to your use of our Services, any Content, your connection to our Services, your violation of these Terms, or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

SECTION 26: DISCLAIMER OF WARRANTIES

YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, THAT OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES WILL BE ACCURATE OR RELIABLE, OR

THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH OUR SERVICES WILL MEET YOUR EXPECTATIONS.

SECTION 27: LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COPPER AND ANY THIRD PARTY PRODUCT PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, INCLUDING DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF COPPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (A) THE USE OR THE INABILITY TO USE OUR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SERVICES; (C) UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES; OR (E) ANY OTHER MATTER RELATING TO OUR SERVICES. IN NO EVENT WILL COPPER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID COPPER IN THE LAST 3 MONTHS OR, IF GREATER, \$100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR SERVICES OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

SECTION 28: TERMINATION

You agree that we, in our sole discretion, may suspend, restrict access to, or terminate your Copper Account or use of our Services, including but not limited to canceling or suspending certain transactions, and remove and discard any Content within our Services, for any reason, including for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of our Services may be referred to appropriate law enforcement authorities. You agree that any termination of your access to our Services under any provision of these Terms may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your Copper Account and all related information and files in your Copper Account and/or bar any further access to such files or our Services, subject to applicable law. Further, you agree that we will not be liable to you or any third party for any termination of your access to our Services.

SECTION 29: INTERACTIONS WITH OTHER USERS

You agree that you are solely responsible for your interactions with any other user in connection with our Services, and we will have no liability or responsibility with respect to your interactions. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other user of our Services.

SECTION 30: GENERAL

These Terms and any Additional Terms constitute the entire agreement between you and us and govern your use of our Services, superseding any prior agreements between you and us with respect to our Services. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third party Content, or third-party software. These Terms will be governed by the laws of the State of Washington without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth below, you and we agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within King County, Washington. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Services or these Terms must be filed within 1 year after such claim or cause of action arose or be forever barred. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

SECTION 31: ASSIGNMENT; WAIVER

These Terms are specific to the relationship between you and Copper. You may not assign these Terms without our prior written consent, but we may assign or transfer these Terms, in whole or in part, without restriction. If, at some point, we fail to enforce any part of these Terms, that does not mean we waive our rights to enforce these Terms in the future. If we decide to make a special exception and waive your obligation to follow any part of these Terms, we will notify you in writing.

SECTION 32: DISPUTE RESOLUTION BY BINDING ARBITRATION; CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

SECTION 32.1: AGREEMENT TO ARBITRATE

This Dispute Resolution by Binding Arbitration Section is referred to in these Terms as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Copper, whether arising out of or relating to these Terms (including any alleged breach), our Services, any advertising, any aspect of the relationship, or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and Copper are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not by a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

SECTION 32.2: CLASS ACTION WAIVER

YOU AND COPPER AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND COPPER AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS.

SECTION 32.3: PRE-ARBITRATION DISPUTE RESOLUTION; REQUIRED NOTICE TO COPPER

Copper is always interested in resolving disputes amicably and efficiently, and most user concerns can be resolved quickly and to the user's satisfaction by emailing customer support at support@getcopper.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Copper should be sent 221 1st Ave W. STE 500 Seattle, WA 98199 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. If you and Copper do not resolve the claim within 60 calendar days after the Notice is received, you or Copper may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Copper or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Copper is entitled.

SECTION 32.4: ARBITRATION PROCEDURES

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <http://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Copper and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of each's ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, Copper agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a

reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

SECTION 32.5: COSTS OF ARBITRATION

Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Copper will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Copper will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Copper will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys’ fees will be governed by the AAA Rules.

SECTION 32.6: CONFIDENTIALITY

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator will be strictly confidential for the benefit of all parties.

SECTION 32.7: SEVERABILITY

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than Section 30.2) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of Section 30.2 are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms will continue to apply.

SECTION 32.8: FUTURE CHANGES TO ARBITRATION AGREEMENT

Notwithstanding any provision in these Terms to the contrary, Copper agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of our Services, you may reject any such change by sending Copper written notice within 30 calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

SECTION 33: CONTACT US

You may contact us by email at support@getcopper.com.

Bank services are provided through our banking software provider, Synapse and its Partner Financial Institutions. To report a complaint relating to the bank services, email help@synapsefi.com. To report a complaint relating to the Synapse Cash Management Program, contact brokerage@synapsefi.com