



Deposit Agreement and Disclosures

Effective 11/1/2022

INTRODUCTION

Thank you for choosing Credit One Bank.

This Deposit Agreement and Disclosures together with the Schedule of Fees (collectively "Agreement") is your contract with us. Please read this Agreement carefully so you understand your rights and obligations for your deposit account relationship with Credit One Bank. You may save this Agreement, and it will also be retained with your other important documents for your account, accessible on our website or by using our Deposits Mobile App. If you have any questions, you may contact Customer Service by calling 1-877-628-1610, 7 a.m. to 5 p.m. Pacific Time, Monday through Friday, or visit Deposits.CreditOneBank.com.

This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

DEFINITIONS

Account means the Credit One Bank deposit account under this Agreement.

Account Opening Date is the date on which your application is approved and funding sufficient to meet the minimum balance requirement has been initiated.

Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of interest paid on the Account, based on the applicable interest rate and frequency of compounding, for a 365-day period.

Business Day means Monday through Friday. Not including Saturday or Sunday, or a bank holiday.

CD Account or **Certificate of Deposit Account** means a Jumbo CD Account and a Bump-Up CD Account unless otherwise specified.

Collected Balance is the ledger balance for the Account minus any portion of funds for which we have not received credit based on the availability schedule we apply to the Account.

Electronic Fund Transfer is any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer's account.

We, us, our, and **Credit One Bank** refer to Credit One Bank, N.A.

You and **your** refer to each person who owns an Account and where appropriate, each person with authority to deposit or withdraw funds from the Account or manage the Account.

ACCEPTING THE AGREEMENT

This Agreement and other Account opening documents for your Account are part of the contractual obligations between you and us for your Account and govern your deposit relationship with us. When you complete your Account opening with us you acknowledge that you have read and understand the terms of this Agreement. You agree to be bound by the terms of this Agreement and all applicable disclosures when you submit your application, open an Account with us, or continue to use the Account.

This Agreement summarizes certain laws and regulations that govern common transactions, provides disclosures for deposit accounts required by federal law, and establishes terms that govern some transactions or situations that the law either does not cover or allows us to change by this contract. If any part of this Agreement is determined to be invalid or unenforceable, such determination will not affect the remainder of this Agreement. The Schedule of Fees lists Account fees associated with our accounts.

Governing Law

This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Changes to the Agreement

We may change this Agreement at any time. Changes include adding new terms, conditions, services, charges or fees; and modifying or deleting existing terms, conditions, services charges or fees. For Jumbo Certificate of Deposit (“Jumbo CD”) Accounts and Bump-Up Certificate of Deposit (“Bump-Up CD”) Accounts, changes to your Agreement will take effect on the maturity date, unless our notice to you states otherwise. We will provide advance notice of changes, additions, and deletions as required by law. If we make changes to this Agreement, the updated Agreement will supersede all prior versions. If we have provided advance notice and you do not agree with a change, you may close your Account(s) before the effective date of the change, addition, or deletion. By continuing your Account or using any Account related service after the effective date of any change, you confirm your agreement to the change. We will not change the interest rate on your Account, the minimum balance requirements for your Account, or the early withdrawal penalty for your CD Account before the Maturity Date, except as otherwise stated in this Agreement.

DEPOSIT AGREEMENT AND DISCLOSURES

Opening an Account

All deposit accounts with Credit One Bank are available online-only. You can access information about your Account through various methods, including by telephone, our Mobile App, and through Online Banking at Deposits.CreditOneBank.com. You can open and maintain a deposit account if you are a citizen or a legal permanent resident of the United States (U.S.) who is at least eighteen (18) years old and has a Social Security Number and U.S. street address (not just a P.O. box).

Account Funding

After your Account is opened, your Account must be properly funded and meet the minimum balance requirement described in the “Minimum Balance” section below. If, for any reason, your Account does not properly fund and meet the minimum balance requirement within thirty (30) calendar days, then your application will be rejected, your Account will be closed, and you forfeit any interest, earnings or bonuses that may have accrued. You are not permitted to deposit additional funds into your Account after it has been opened, except as otherwise stated in this Agreement. Credit One Bank will not be responsible for any fees or charges incurred by you for the Account failing to properly fund.

Identification

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account. When you open an Account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to view one or more forms of unexpired photo identification such as a driver’s license or other identifying documents. You authorize us and our agents and service providers to use the information you provide at the time of Account opening to verify your identity or confirm information about you. All Account owners, including joint co-owners (if applicable) are required to complete an application on our website when opening an Account. If we are not able to verify your identity to our satisfaction, we will not open your Account or we may close the Account if it was previously funded.

Account Type(s)

- Jumbo Certificate of Deposit (“Jumbo CD”) Account — Jumbo CD Accounts may be opened online or with our Mobile App, and you can make your Account-opening deposit by ACH from another bank deposit account or transferring funds from an internal account. We will not accept cash or mailed deposits and are not responsible for any items sent to us via mail. When you open a Jumbo CD Account, you understand and agree that you must keep your deposited funds in the Account until the maturity date of the Jumbo CD account. A partial withdrawal of principal before maturity is not permitted on any CD. Time deposit accounts are often referred to as a “CD” or a “Certificate of Deposit”, even though we do not issue a “certificate”. A withdrawal of the entire principal before maturity will incur an interest penalty that is described in the “Early Withdrawals” section below. Limits apply to deposits as described in more detail below.
- Bump-Up Jumbo Certificate of Deposit (“Bump-Up CD”) Account – Bump-Up CD Accounts may be available from us, from time to time, at our discretion. This Account Type may be opened online or with our Mobile App, and you can make your Account-opening deposit by ACH from another bank deposit account or transferring funds from an internal account. We will not accept cash or mailed deposits and are not responsible for any items sent to us via mail. When you open a Bump-Up CD Account, you understand and agree that you must keep your deposited funds in the Account until the maturity date of the Bump-Up CD Account. A partial withdrawal of principal before maturity is not permitted on any CD. Time deposit accounts are often referred to as a “CD” or a “Certificate of Deposit”, even though we do not issue a “certificate”. A withdrawal of the entire principal before maturity will incur an interest penalty that is described in the “Early Withdrawals” section below. Limits apply to deposits as described in more detail below. In addition, a Bump-Up CD Account allows for a one-time rate adjustment during the term of the Account that is described in the “TRUTH IN SAVINGS DISCLOSURES” section below. We may choose in our sole discretion to stop offering Bump-Up CD Accounts at any time. If we do so, that will not affect any Bump-Up CD Account you have at that time or your ability to use your Rate Bump for that Bump-Up CD Account, and your existing Bump-Up CD Account will renew as a Jumbo CD Account unless you tell us otherwise (see “Renewals” below).

Account Ownership

Credit One Bank offers the Accounts described in this Agreement only to consumers for personal, family, or household use. Currently we do not offer accounts for minors, accounts for Trusts, or accounts for fiduciaries (e.g., executors, conservators, etc.). The Account can be held in the types of ownership described below.

- a. Individual – Account is owned solely by one person who can deposit, transfer, or withdraw funds.
- b. Joint Ownership – Account is owned by two or more natural persons. Each joint owner (“co-owner”) on this Account has full access to make a deposit, transfer or withdraw funds, and may close the Account. All joint Accounts are owned by the co-owners as joint tenants with right of survivorship. When one of the co-owners dies, the balance in the Account will belong to the survivor(s). If two or more co-owners survive, the balance will be owned as joint tenants with right of survivorship. If we provide notice to one co-owner, all co-owners are considered to have received notice, except as prohibited by law. The “Primary Owner” will be the first person to open the Account before adding additional co-owners. All account owners will have online account access and be able to view statements and other account notices and documentation.
- c. Payable On Death (“POD”) – A designated individual or joint Account to be payable upon your death to a designated beneficiary or beneficiaries. PODs are also commonly known as “in trust for” (“ITF”) Accounts or “Totten Trusts” and are governed by any applicable state laws and regulations. When establishing your CD Account as a POD, you are responsible for meeting any requirements, including titling requirements, for such an Account.

Your Account is non-transferable and non-negotiable.

Fees

Your Account is subject to the fees disclosed in the Schedule of Fees that applies to the type of Account you open and maintain. We may deduct fees you owe us from your Account. We may make these deductions at any time without prior notice to you. If there are not enough funds in your Account to cover the amount of the fee you owe us, we may overdraw your Account, without being liable to you. You agree to immediately pay us all fees and overdrafts you owe us.

Rights of Closure

We reserve the right to close your Account at any time for any reason or without cause. We need not advise you of the reason for taking such action. We need not give advance notice of any closure. After an Account is closed, we have no obligation to accept deposits or settle any outstanding debits, but may do so at our option without prior notice to you. If your Account is closed by us, we may transfer the balance to the external bank account linked to your Account with us, subject to any right we may have under any agreement covering the Account or our right of setoff. We also reserve the right to refuse closure of an Account for any reason, including in cases where an Account has a negative balance and fees or other monies are owed to us.

TRUTH IN SAVINGS DISCLOSURES

CERTIFICATE OF DEPOSIT ACCOUNTS

JUMBO CD ACCOUNTS

BUMP-UP CDACCOUNTS

Rate Information

Please see the account disclosure web page to obtain your interest rate and APY for the term of your CD Account. The interest rate and APY apply during the term of your CD Account and are accurate and current as of the date listed on the disclosure web page. If you would like to call to obtain the current interest rate and APY please call 1-877-628-1610, 7 a.m. to 5 p.m. Pacific Time, Monday through Friday.

Minimum Balance

A minimum balance of at least \$100,000.00 (the “minimum balance requirement”) is required when opening a CD Account and is required to earn the stated APY.

Deposit Limits

The maximum CD Account-opening amount allowed is \$1,000,000.00. The maximum allowable CD Account balance is \$1,000,000.00 exclusive of interest earned and paid to the CD Account. The maximum total deposit balance allowed for all Accounts owned by an individual customer, including all Account types, is \$3,000,000.00.

How We Calculate Interest

Your CD Account begins to accrue interest on the Business Day that you initiate your deposit sufficient to meet the minimum balance requirement, and will continue to earn interest during the term of the Account. The interest rate and APY are provided to you on the account disclosure web page prior to Account opening and an email with this information is sent to the email address you provided with your application. We use the daily balance method to calculate interest on your Account. This method applies a daily periodic rate to the principal amount in the Account each day. The daily periodic rate is calculated by dividing the interest rate by 365 days for each day in the year, even in a leap year. Interest will be compounded on a daily basis and credited to your CD Account monthly. If you close your Account at any time before interest is credited, you will receive the accrued interest through the last full day before the date your Account is closed; however, an early withdrawal penalty will be applied as described in the “Early Withdrawals” section below.

The term of your CD Account begins on the date your Account is approved and opened and we have initiated the process to transfer monies to fund your initial deposit that meets the minimum balance requirement. Your Account’s maturity date will depend on when your term begins and the length of term that you select. Please see the account disclosure web page to obtain your maturity date.

10-Day Rate Guarantee – After you open and initiate funding for your new Jumbo CD Account, as long as we receive your funds meeting the minimum balance requirement, or when you renew an existing Jumbo CD Account, you will receive the highest interest rate and APY we offered on the CDs with the same term you selected within ten (10) calendar days of the day your Jumbo CD Account is opened or renewed (opening day plus nine (9) calendar days). Please allow enough time for us to receive your deposit. This 10-Day Rate Guarantee does not apply to Rate Bump increases.

Loyalty Rate Program – When you renew your CD Account, you will automatically receive a loyalty rate increase which is an additional amount of interest that will be added to our then current interest rate for the term of the Account at renewal (“Loyalty Rate”). You will receive the Loyalty Rate available on the date your CD Account renews, and that Loyalty Rate will be reflected in the interest rate and APY applied to your account at renewal and shown when you view your Account. The Loyalty Rate increase is subject to change and may be discontinued at any time. Visit our website during your CD Account’s Grace Period (see below) to see what our current Loyalty Rate increase amount is at that time.

Rate Bump for Bump-Up CD Accounts – You have the right to increase your rate (“Rate Bump”) to our current rate if we increase the rate we pay on the same term for your Bump-Up CD Account. Beginning on the 11th calendar day after opening your Bump-Up CD Account, and for the remainder of the term of your Bump-Up CD Account, you may elect one time to exercise your Rate Bump. We will not provide any notice to you when our interest rates change. Our interest rates and APYs for new Bump-Up CD Accounts may increase or decrease at any time. If you choose to exercise your Rate Bump, we will adjust the rate on your Bump-Up CD Account to match the current rate that we offer for a Bump-Up CD Account of the same term. Provided that your Rate Bump is exercised before 11:59 pm PST, your adjusted rate will apply immediately at the time you exercise your Rate Bump until your maturity date. The adjusted rate will not be retroactive to your opening date. To exercise your Rate Bump, you may call us at 1-877-628-1610 or log into your account on our website or our Deposits Mobile App and click the banner that appears on the screen. If the banner does not appear, then you are not eligible to exercise a Rate Bump.

How Interest is Paid

Interest is credited to your CD Account monthly. You will be paid the disclosed interest rate and APY if interest remains on deposit until maturity. You may also elect to withdraw your credited interest by having your monthly interest payments transferred via ACH transfer to a linked external bank account that you’ve designated and own, or transferring it to another deposit account with Credit One Bank. The stated APY assumes that accrued interest will remain in the CD Account for the term of the CD Account. Withdrawal of interest will reduce earnings and the APY you receive will be lower than the stated APY.

If you choose to exercise your Rate Bump, the new interest rate and APY for the remaining term of your Bump-Up CD Account will be determined as follows:

If we are offering a Bump-Up CD Account on the date of your rate increase request, your new interest rate and APY will be equal to either (a) the interest rate and APY for our current Bump-Up CD Account with the same maturity term as your existing Bump-Up CD Account if we are offering that same term; or (b) the interest rate and APY for our current Bump-Up CD Account with the next shorter term if we no longer offer the same term; or

If we are no longer offering a Bump-Up CD Account on the date of your rate increase request, your new interest rate and APY will be equal to the interest rate and APY for the Jumbo CD Account we are offering with a term same or closest to (but shorter than) the term of your Bump-Up CD Account.

Linking an External Account

You may link an external account to your CD Account at Credit One Bank on our website or by using our Deposits Mobile App. You may initiate an ACH transfer of funds between your CD Account at Credit One Bank and an account you own at an external bank if the external bank account has been registered (linked) with Credit One Bank. Once your external account is linked, you may go to our website or call Customer Service to initiate an ACH transfer to or from the linked external account. You understand

that it is your responsibility to maintain at least one active and open external linked bank account in order to electronically transfer funds from your Account. Failure to do so could result in delays in disbursing funds from your Account, such as a scheduled transfer of interest or a transfer of funds when your Account matures. Any withdrawal of principal will result in an early withdrawal penalty as described in the “Early Withdrawals” section below.

To link an external account to your CD Account at Credit One Bank, you must provide true and accurate information regarding the external account and the external account must: (a) be a deposit account held at a U.S. depository institution; (b) have your same name in the title of the external account (with reasonable minor variations) as your CD Account with us; (c) be an account in which you have full right and authority to the funds; and (d) be individually or jointly owned by you. You may not link an external business account to your CD Account at Credit One Bank. The external account will be verified using a real time verification process or using micro-deposits. If we are unable to verify the external account, the external account cannot be linked to your CD Account.

You may link up to three (3) external accounts to your customer profile at Credit One Bank. You authorize us and our agents and service providers to verify that you own the external account(s) and verify other information about your external account(s).

Renewals

Unless you provide us with instructions otherwise, your CD Account (including both Jumbo CD Accounts and Bump-Up CD Accounts) will automatically renew at maturity into a Jumbo CD Account, at which point the renewal terms will go into effect. The principal balance for the renewal term will be the total balance in the CD Account, including any interest that was not previously withdrawn. The CD Account will renew for a time period equal to the original term, or if that term is no longer available, the closest term (either longer or shorter) to the original term. The interest rate for the renewal term will be the rate currently offered on the maturity date and will also include the 10-Day Rate Guarantee described above. If we are offering Bump-Up CD Accounts and you choose to have your Bump-Up CD Account renew to a new Bump-Up CD Account, you will be able to elect your renewal when you log into your account or by calling us at 1-877-628-1610. You will be able to exercise the Rate Bump one time during each renewed term.

Grace Period – There is a ten (10) calendar day grace period (the “Grace Period”) beginning on the day after the maturity date in which all or a portion of your principal may be redeemed without penalty; or during which time you may also change the amount or term of the CD Account if you decide to renew. Interest will continue to accrue during the Grace Period at an interest rate offered on the new term, however the interest will not be paid if the funds are withdrawn during the Grace Period. Your Grace Period may end on a weekend or bank holiday.

You may prevent automatic renewal by notifying us that you would not like to renew your CD Account prior to maturity or within the Grace Period. We will send you a maturity notice at least thirty (30) calendar days in advance of the maturity date of your CD Account reflecting any such notice you have provided. We recommend that you review this notice carefully and contact us if you have any questions.

We reserve the right not to renew your CD Account if your CD Account balance after the maturity date is less than the minimum balance requirement of \$100,000, or your CD Account is not renewed and you do not withdraw your funds during the Grace Period. Should you fail to contact us during the Grace Period or we are unable to reach you to return your funds, you agree that we will place the balance from your CD Account into unclaimed property.

Early Withdrawals

Partial withdrawals of principal are not permitted during the term of the CD Account, prior to maturity. We may allow the entire principal amount to be withdrawn and the CD Account closed prior to maturity; however, an early withdrawal penalty may be applied as described below. The early withdrawal penalty may be assessed against your CD Account on the Business Day the withdrawal is made and the CD Account closed. If your Account has not earned enough interest to cover an early withdrawal penalty, the early withdrawal penalty will result in a loss of principal. The applicable early withdrawal penalties that will be applied are determined as follows:

- For CD Accounts with terms of 12 months or less, the penalty is an amount equal to 90 days interest on the principal amount withdrawn.
- For CD Accounts with terms of 13 months up to 60 months, the penalty is an amount equal to 180 days interest on the principal amount withdrawn.
- For CD Accounts with terms longer than 60 months, the penalty is an amount equal to 365 days interest on the principal amount withdrawn.

The terms listed above pertain to the specified term of the CD Account you selected at Account opening, not the amount of time remaining until maturity. We may require you to notify us in writing prior to withdrawing funds from your Account; please refer to the “Right to Require Notice of Withdrawal” section below for more information.

Time Deposits

You agree to keep your CD Account deposit with us for a specified period of time, or agree to give a required advance notice prior to withdrawal, and we agree to pay you interest at an agreed upon rate, or an agreed formula for a rate, for that period of time. We are not required to permit an early withdrawal from a time deposit, and if we do, it will be on condition that you pay an early withdrawal fee and penalty as noted above.

GENERAL RULES GOVERNING DEPOSIT ACCOUNTS

Changes to Your Account

You agree to promptly notify us of any change to your name, residential mailing address or email address. Failure to do so may result in notices, statements and other correspondence being provided to the address maintained on our records for your Account. You agree to indemnify and hold us harmless for doing so.

Joint Accounts

Each account holder or authorized signer on a joint Account may close the Account without consent of any other account holder or authorized signer. Additionally, you acknowledge that any individual account holder may not be removed as account holder or authorized signer on the Account, except in the case of death. In the event of the death of an account holder or authorized signer, you must contact us to request removal of the deceased account holder or authorized signer. After we receive a notice of change we may require additional documentation from you regarding the change, and we may take a reasonable amount of time to implement the change to your Account.

Deposits

We DO NOT ACCEPT CASH or CHECKS for deposit. You can make deposits to your Account(s) via any of the following methods:

1. ACH transfers
2. Transfers from other deposit accounts with Credit One Bank

Additionally, you may NOT make a deposit or transfer funds via an ATM, and you may NOT make a deposit at any Credit One Bank office location. We have the right to reject any item submitted for deposit and the right to return a deposit already made. See the Electronic Fund Transfer Disclosure and Terms section below for additional information governing electronic transfers.

Automated Clearing House (ACH) Debits and Credits

You may authorize certain ACH transfers to and from your Credit One Bank Account depending on the type of Account. Each ACH transfer will be processed under the Operating Rules of the National Automated Clearing House Association (NACHA) and you agree that each transaction is subject to compliance with the NACHA rules. For more details on conducting ACH transfers, See the Funds Availability and Cutoff Times section below.

Funds Availability and Cutoff Times

We have established cutoff times for deposits to ensure we have time to accurately process transactions. If we receive a deposit before 11:59 p.m. Pacific Time on a Business Day, we will consider that Business Day to be the day of your deposit. However, if we receive a deposit after 11:59 p.m. Pacific Time or on a non-Business Day, we will consider the deposit as having been made the next Business Day.

Requests for ACH Transfers at Credit One Bank made before 9:00 p.m. Pacific Time on a Business Day, shall be considered received on the Business Day the request is made. Requests for ACH Transfers at Credit One Bank made after 9:00 p.m. Pacific Time on a Business Day or on a non-Business Day, shall be considered received the next Business Day.

Limits on Transfers

When conducting transfers via ACH to or from an external bank account, certain limitations may apply to the amount of funds that can be transferred. These limits will be provided to you at the time of your transfer online or by telephone.

Rejection of Transfers

We reserve the right to reject any transfer request that has been scheduled, and we will apply reasonable efforts to notify you of any rejected transfer. However, we are not liable to you for any loss or damage, including interest, in the event of our rejection of the transfer and/or the failure to provide such notice.

Power of Attorney

You may appoint someone (called an "attorney in fact") with authority to conduct transactions on your Account by giving a power of attorney. You must contact us directly to add an attorney in fact. In order to add an attorney in fact to your Account, the power of attorney document must be satisfactory to us and valid in the state where it was made. Once a power of attorney is accepted,

we may continue to allow your attorney in fact to make deposits, withdrawals or other transactions until we receive actual notice of the death of the Account owner or until we receive written notification that the power of attorney has been revoked or terminated.

Dormant Accounts and Escheat

An Account that has been inactive is a dormant Account. State and federal laws govern when Accounts are considered "abandoned." Your Account may be considered abandoned if you do not make any withdrawals, or take certain actions, within the period of time specified by law which varies from state to state. Once your Account or any check we send you is considered abandoned, the law requires us to escheat your funds over to the state. After your funds are escheated, your Account may be closed, and if your Account pays interest, no further interest will accrue on it. We are not legally responsible for your funds of the amount of any check after we escheat them, and you must apply to the appropriate state agency to reclaim those funds.

Right to Setoff

Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorney fees, or other obligations. If the Account is a joint or multiple-party Account, each joint or multiple-party Account holder authorizes us to exercise our right of setoff against any and all Accounts of each account holder. If we receive a levy, attachment or other court process against you or another owner of the Account, we may refuse to permit withdrawals or transfers from your Account until the legal action is dismissed or satisfied. Any levy, attachment or other court process will be subject to our right of setoff or security interest. You are responsible for any losses, costs, or expenses we incur as a result of any dispute or legal proceeding involving your Account.

Tax Information

The Internal Revenue Service (IRS) requires us to report interest payments on your account that total \$10 or more during the calendar year. When you open your Account, we are required to have a valid Social Security Number or Taxpayer Identification Number for each Account owner. To meet federal requirements, you certify that you have provided your correct Social Security Number or Taxpayer Identification Number for each Account owner during the online Account opening process. If you do not provide a valid SSN, if the IRS notifies us that the name and corresponding SSN are incorrect, or if the IRS notifies that you failed to report all of your interest and dividends on your tax return, we will withhold a specified percentage of the taxable interest that we pay you in accordance with IRS requirements.

For joint Accounts, we report taxpayer information for the individual listed as the primary accountholder.

For additional information on the above and how this applies to you, please consult your tax advisor.

Right to Require Notice of Withdrawal

We may require you to notify us in writing at least seven (7) days before you withdraw funds from your Account. We are required to reserve this right under federal regulations. If we require this notice, the seven (7) day period starts on the day we receive your written notice.

Unlawful Internet Gambling and Other Illegal Transactions

You agree that you, or anyone acting on your behalf, will not use your Account or banking relationship with us to facilitate illegal transactions such as those prohibited by the Unlawful Internet Gambling Act of 2006, or otherwise violate any law, rule or regulation applicable to you. If we identify a suspected illegal transaction, we may block such transactions, and further we may close your Account or terminate our banking relationship with you.

Customer Privacy: We provide you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy provided to you during Account opening when you use the Account. You may also contact us or visit [Deposits.CreditOneBank.com](https://www.creditonebank.com) if you would like a copy.

Telephone Calls, Text Messages and Emails Regarding Your Account

You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; verification and identification purposes; account transactions or servicing related matters;

suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation

You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring

You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number

Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at 1-877-628-1610 or by accessing your account online or with our mobile app to update your mobile number.

Indemnification

If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Electronic Communications

When you opened your Account you consented to receive written communications and Account disclosures electronically. We deliver written communications, Account disclosures and other important information to you online, accessible on our website or by using our Deposits Mobile App. We may provide you with an online notification and/or send you an electronic notice (Email/Text/SMS) regarding the availability of a document ready to be viewed. However, for various reasons this service may not always be available and therefore you are responsible for checking your online account for Communications.

In the event Credit One Bank is unable to notify you electronically, you agree that we may, in our sole and absolute discretion, discontinue electronic Communications and send future Communications to you in paper form.

If you choose to withdraw your consent to receive written communications and Account disclosures electronically, your Account will be closed and any funds in your Account minus any fees or other amounts you owe us, such as an early withdrawal penalty, will be transferred to your external linked bank account.

Collection Costs: If we use an attorney to collect amounts you owe us, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Waiver, Conformance with Law; Severability

We will not lose our rights under this Agreement because we delay or do not enforce them. If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Agreement.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada. For purposes of this agreement to arbitrate, "you" includes you, any co-owner, or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

[†]Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the primary address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address

and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the AAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Deposit Agreement, this arbitration provision and/or this Deposit Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all co-owners, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Deposit Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect.

If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

ELECTRONIC FUND TRANSFER DISCLOSURE AND TERMS

This section of the Agreement applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act. We provide separate agreements to you for our Online Banking and Mobile Banking services.

Type of Transfers

You may authorize the following Electronic Fund Transfers (EFT) to or from your Account:

- One-time ACH at Account opening, from an Account the Account owner owns; no transfers are allowed to or from third parties or accounts the accountholder does not own.
- One-time ACH or Wire Transfer (subject to our agreement of such request) at Account closure (either early Account closure or Account closure at maturity), to an Account the accountholder owns; no transfers are allowed to third parties or accounts the account owner does not own.
- ACH at Account renewal and during the CD renewal grace period, to or from an account the Account owner owns; no transfers are allowed to or from third parties or accounts the accountholder does not own.
- A preauthorized credit or debit, including ACH, of interest earned to an account the Account owner owns; no transfers are allowed (whether preauthorized or other) to or from third parties or accounts the Account owner does not own.

For fees that apply to Electronic Fund Transfers, please review the Schedule of Fees for your Account.

Periodic Statements

You will receive an Account statement for each monthly cycle where you have payment orders and funds transfers governed by the Electronic Funds Transfer Act. If you have multiple Accounts with us, we may automatically combine your Accounts on a single monthly statement.

Online Banking

You may access your Account(s) by computer through the internet by logging onto our website at [Deposits.CreditOneBank.com](https://deposits.creditonebank.com) using your user identification, password, account numbers, and social security number to get information about:

- The Account balance
- Deposits to the Account
- Withdrawals from the Account

Stopping Electronic Fund Transfers

If you have scheduled a one-time Electronic Fund Transfer or a preauthorized or recurring Electronic Fund Transfer through Credit One Bank, you can stop any of these transfers if we receive your request in time. If you schedule a future transfer (not a same-day transfer) through Online Banking, you may cancel the transfer through Online Banking up until 2:00 p.m. Pacific Time of the Business Day before the transfer was scheduled. Otherwise, in order to stop an Electronic Fund Transfer, contact us by mail or phone in time for us to receive your request three (3) Business Days or more before the transfer is scheduled to be made. If you call us to request the stop payment, we may require you to confirm the request in writing. In these cases written requests must be received within fourteen (14) calendar days after you call. If you order us to stop a payment three (3) Business Days or more before the transfer is scheduled and we do not do so, we will be liable for the losses or damages.

If you authorize us to make recurring debits of earned interest from your Account to another account you own, you will be entitled to receive notice when such debit falls outside a specified range, or differs by more than a specified amount from the most recent transfer, which range or amount we will provide to you at the time you provide such authorization.

Financial Institution's Liability

If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- If there was a website malfunction and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as acts of God, war, terrorism, labor strikes or disruptions, fire or medical pandemics or outbreaks) prevent the transfer, despite reasonable precautions that we have taken.
- If you did not provide us with the correct information to make the transfer.

- If your Account has been closed.

There may also be other exceptions not specifically mentioned in this Agreement or that are stated elsewhere in this Agreement that may apply.

Confidentiality

We will disclose information to third parties about your Account for the transfers you make, in accordance with our Privacy Notice provided to you at time of account opening:

- Where it is necessary for completing transfers, or;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or;
- In order to comply with government agency or court orders, or;
- In connection with collection of indebtedness or to report losses incurred by us, or;
- To other third parties as described in our Privacy Policy and Online Statement, or;
- If you give us your written permission.

Liability for Unauthorized Electronic Fund Transfers From Your Account

Inform us immediately if you believe that an Electronic Fund Transfer has been made from your Account without your permission. Contacting us by telephone is the best way to minimize your possible losses. If you inform us within two (2) Business Days after you learn that your Account access credentials have been lost or stolen or of the unauthorized transfer of funds, your liability will be no more than \$50. If you DO NOT inform us within two (2) Business Days after you learn that your Account access credentials have been lost or stolen or that an unauthorized transfer of funds has occurred, and we can prove that we could have stopped the unauthorized transfer if you told us, you could lose as much as \$500. If your statement shows Electronic Fund Transfers that you did not make, you need to notify us at once. If you do not notify us within sixty (60) days after the Account statement was sent or made available to you, you may not get back the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we will extend the time periods.

If you believe your Account access credentials have been lost or stolen, or learned by an unauthorized person, or that someone has transferred or may transfer money from your Account without your permission, notify us immediately by calling us at 1-877-628-1610 or the number listed on your periodic statement, or write to us at Credit One Bank, Attention Deposits, P.O. Box 98873, Las Vegas, NV 89113-8873.

Error Resolution Notice on Periodic Statements

In case of errors or questions about your electronic transfers, please call us at 1-877-628-1610, or write us at the address listed below as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

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

For errors involving new Accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 Business Days to credit your Account for the amount you think is in error. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation, and debit your Account to reverse any provisional credit given during the time we investigated your claim. You may ask for copies of the documents that we used in our investigation. Please write us at:

**Credit One Bank
Attention Deposits
P. O. Box 98873
Las Vegas, NV 89193-8873**



SCHEDULE OF FEES

Applicable to Jumbo Certificate of Deposit Accounts and Bump-Up Jumbo Certificate of Deposit Accounts:

Outgoing Domestic Wire Fee - \$25