

Accrue Money Deposit Account Agreement

Updated 11/12/21

Please read this Accrue Money Deposit Account Agreement (the “Agreement”) carefully and retain it for your future reference. This Agreement contains the general terms, conditions and disclosures related to the non-interest-bearing demand deposit account (the “Account”) made available to eligible consumers by Blue Ridge Bank, N.A. (the “Bank”). Bank has retained Accrue Money, Inc. (dba Accrue Savings) (“Program Partner”) as its service provider to support and manage certain aspects of the Account.

When you see the words “we,” “us,” or “our” in this Agreement, it refers to the Bank, the Program Partner acting as agent for the Bank, and any of the Bank’s affiliates, successors, assignees, agents or service providers. When you see the words “you” or “your,” it refers to you, the owner of the Account, as well as your personal representatives, executors, administrators, and successors.

By opening or continuing to hold an account with us, you agree to be bound by this Agreement as well as any other agreement or document we may provide to you from time to time in connection with the Account.

IMPORTANT NOTE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTIONS AND YOUR RIGHT TO A JURY. THE TERMS OF ARBITRATION AND THE WAIVER APPEAR IN SECTION 7 OF THIS AGREEMENT.

1 Account Overview

1.1 How to Contact Us

You may contact us with any questions or concerns regarding your Account. All communication between you and us will be handled by the Program Partner. The best way to contact us is through email at support@accruesavings.com. You may also contact us via Online Banking Services (see Section 1.3 below). We are available 9am-5pm.

1.2 Type of Account and Eligibility

The Account is a non-interest-bearing demand deposit account used to hold your deposits and make certain types of payments and transfers. The Account is available to United States citizens or lawful permanent residents of the United States and its territories who are at least 18 years of age, have a U.S. physical address or with military addresses (APO or FPO), and have a valid Social Security Number or Tax Identification Number. The Account is only available to individuals for personal, family or household purposes and may not be opened by a business in any form or used for business purposes.

We may decline to open an Account for any reason at the sole discretion of the Bank or Program Partner. We are not liable for any damages or liabilities resulting from refusal of an Account relationship.

1.3 Online or Mobile Access To Your Account

When you open an Account, you will also be enrolled in an online banking service or mobile application (collectively, “Online Banking Services”) offered by the Program Partner that you can use to access your

Account, view information about your Account and conduct certain transactions. You may also be given access to various features through the Online Banking Services separate from your Account. If you cancel your enrollment in the Online Banking Services at any time, we may close your Account (see [Section 3.10](#) below).

Unless otherwise specified in this Agreement, the Online Banking Services and any of its features are governed by the Program Partner's Accrue Money Terms of Use, available at <https://public.accruesavings.com/terms-of-use.pdf>, and Accrue Money Privacy Policy, available at <https://public.accruesavings.com/privacy-policy.pdf>. Please review these documents carefully because by using the Online Banking Services, you agree to be bound by them. These services are not provided or controlled by the Bank or this Agreement, and you agree not to hold the Bank liable for issues that may arise from your use of the services or features.

1.4 Paperless Account

To open an Account, you must agree to go "paperless." This means that you must (1) provide us with and continue to maintain a valid email address and (2) accept electronic delivery of all communications that we need or decide to send you in connection with your Account by agreeing to our Electronic Disclosure and Consent agreement available at <https://public.accruesavings.com/electronic-consent-agreement.pdf>

1.5 Titling and Ownership of Accounts

The Account may only be owned in the name of one person who may make deposits and transfer or withdraw funds. The Account cannot be owned or titled as a joint account, trust account, a Uniform Transfers to Minors (UTMA) account or a Payable-On-Death (POD) account.

1.6 Authorized Users

You may be given the ability to designate additional individuals ("Authorized Users") whom you authorize to access your Account and/or conduct transactions through your Account. By establishing an Authorized User, you understand that any transaction authorization, instruction or any other action concerning your Account that your Authorized User engages in shall be deemed authorized by you and valid and we are under no obligation to investigate the authorization, instruction or activity. You also agree that you will not hold us liable for acting upon any such authorization, instruction or activity. We will continue to treat all actions taken by your Authorized User as authorized by you until you revoke the Authorized User's access to your Account by notifying us by email at support@accruesavings.com. We also reserve the right to terminate your Authorized User's access to the Account for any reason and without advance notice.

1.7 How To Open an Account

You may open an Account by going to our website via one of our merchant partners and following instructions within the site flow.

Important information about procedures for opening a new Account: 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 identifying each person who opens an Account, including any Authorized Users who may access an Account. This means that when you open an Account, we will ask

for your name, street address, Social Security Number or Tax Identification Number, date of birth and other information that will allow us to identify you. We may also ask to see identifying documents, such as a driver's license.

1.8 Minimum Deposits and Balances

There is no minimum deposit required to open an Account and no minimum balance you need to maintain in your Account.

1.9 Interest Disclosures

This Account is not interest-bearing. No interest will be paid on this Account.

1.10 Power of Attorney and Attorneys-In-Fact

We may allow you to give another person (known as an "attorney-in-fact") power of attorney to act on your behalf for your Account. You must obtain written approval from us before we will honor any power of attorney. Email us at support@accrueravings.com for approval if you plan to create a power of attorney. Please be aware that it may take up to two weeks for us to review your request. If approved, we will honor orders and instructions from your attorney-in-fact until (1) we receive a written revocation from you; (2) we are notified that you or your attorney-in-fact have died or become incapacitated; or (3) we terminate our acceptance of the power of attorney. We may terminate our acceptance at any time, for any reason and without notice to you, and you agree not to hold us liable for any damages that may result from such action. We have no duty to monitor or ensure that the acts of your attorney in fact are for your use or benefit or are otherwise permissible under applicable law. We will not be liable if your attorney in fact exceeds his or her powers or does not comply with your instructions or applicable law. You also agree to hold us harmless for any actions we take based on the instructions of your attorney-in-fact, including if it is later determined that your power of attorney was invalid or improperly executed.

1.11 Death or Incapacitation

You agree that if we receive notification or if we have reason to believe that you have died or become legally incapacitated, we may place a hold on your Account and refuse all transactions until we know and have verified the identity of your successor. Until we receive notice and any required proof of death or incapacitation, we may continue to accept deposits and process transactions to your Account. Your estate will be responsible for repaying us for any tax liability resulting from payment of your account balance to your estate. You agree to hold us harmless for any actions we take based on our belief that you have died or become incapacitated. If certain payments originating from government entities are deposited into your Account after your death, we may be required to return those payments to the originator upon notice.

1.12 Our Relationship With You

By opening an Account, we are establishing an Account relationship with you and committing to act in good faith and to the exercise of ordinary care in our dealings with you as defined by the Uniform

Commercial Code as adopted by the Commonwealth of Virginia. This Agreement and the Account relationship do not create a fiduciary relationship or any other special relationship between you and us.

1.13 Third-Party Service Providers

We work with one or more third-party service providers, including Unit Finance Inc. (“Unit”), in connection with your Account. In particular, Unit may assist us in processing transactions, handling account operations, and providing technological connection to the Program Partner and the Bank. By using your Account, you license and authorize us to access information maintained by Unit and/or other third parties, on your behalf as your agent, and you expressly authorize such third parties to disclose your information to us. In particular, you agree that Unit may perform any functions on your Account that we are otherwise authorized to perform and that Unit’s access and use of your information will be governed by the terms of Unit’s Privacy Policy, available at <https://www.unit.co/clients-privacy-policy>.

1.14 Confidentiality and Our Privacy Policy

Your privacy is very important to us. Under this Agreement, we will generally only disclose information to third parties about your Account or the transactions you make:

- To verify your identity and determine if we should open an Account for you using services provided to us by third parties.
- Where it is necessary for completing a transaction.
- To verify the existence and condition of your Account for a third party such as a credit bureau or merchant.
- To comply with government agency or court orders.
- As disclosed in our Privacy Policy.
- If you give us your written permission to share your information.
- Please refer to our Privacy Policy at <https://www.mybrb.com/privacy-policy.html> for more information about our commitment to you, your privacy rights and who we share data and information with.

In addition, we disclose your information to Program Partner and Unit in order to facilitate the Account and for other ancillary purposes. You agree to Unit’s and Program Partner’s use of your information in accordance with the terms of Unit’s Privacy Policy <https://www.unit.co/clients-privacy-policy>.

1.15 Cell Phone Communications

By providing us with your telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving non-marketing communications at that number—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an auto-dialer—from us and our service providers, affiliates and agents. This consent applies to all telephone numbers you provide to us now or in the future. Your telephone or mobile service provider

may charge you for these calls or messages. You also agree that we may record or monitor any communications for quality control and training purposes.

1.16 Our Business Days

Our business days are Monday through Friday, excluding federal holidays.

2 Your Account Responsibilities

We strive to keep your Account secure and provide you with tools and services to help you manage your Account. However, there are certain things you should do to protect your Account and your funds.

2.1 Notify Us If Your Information Changes

You must notify us immediately if there is a change to your name, telephone number, mailing address, email address or any other information you have provided us so that we can continue to provide you with statements and important notices concerning your Account.

2.2 Keep Track of Your Transactions and Available Balance

It is very important that you keep track of your transactions and the funds in your Account that are available for you to use (“Available Balance”) by reviewing your transaction history. It is also important to understand that your Available Balance may not reflect transactions you have authorized that have not yet been presented to us for payment.

You are also responsible for reviewing your Account statements as they are made available to you for errors or unauthorized activity. If you identify an error or unauthorized activity, you must notify us promptly to avoid losing your money. Please refer to [Sections 4.7](#) for information concerning errors and unauthorized activity.

2.3 Protect Your Account Information

It is very important that you protect your Account information to prevent unauthorized transactions and fraud. Keep your Account number, virtual debit card (the “Card”), and statements secure at all times, and be careful about who you share this information with. If the Program Partner provides you with access to Online Banking Services, make sure to also keep your computer or mobile device secure at all times and avoid accessing the Online Banking Services when others can see your screen.

If your Account number, Card, mobile device or Online Banking Services login credentials are lost or stolen, notify us immediately to limit your liability for unauthorized transactions that may occur. Please refer to [Section 4.6](#) for information and applicable deadlines for notifying us of losses or theft.

3 General Rules Governing Your Account

You understand that any payment instruction or activity performed using any Online Banking Services provided to you by the Program Partner shall be deemed authorized by you and valid and we are under no obligation to investigate the instruction or activity.

3.1 Deposits Into Your Account

You may make deposits into your Account using any of these methods described below. We do not charge you any fees for making deposits.

Deposit Method	Limitations for Your Account
Direct Deposit*	No limits

ACH transfers to your Account from a linked bank account with another institution**	\$1,000/daily; \$10,000/monthly
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* The recipient's name on any direct deposit or ACH transfer must match the name on the Account or the deposit may be returned to the originator.

** You may transfer funds between your Account and another bank account. The linked bank account must be located in the United States.

For security reasons, we may impose other limits on the number or amount of transfers you can make using your Account.

We do not accept deposits by mail, or cash, paper check or foreign currency deposits: We are not liable for deposits of any kind that you mail to us, including if it is lost in transit, lost in the mail, or otherwise not received by us.

- **Cash:** We do not accept cash deposits. If you mail us a cash deposit, we will send the cash back to you.
- **Paper Checks:** If you mail a paper check to us, including personal checks, money orders or cashier's checks, we may apply the check to any negative balance you may have on your Account or send the check back to you.
- **Foreign Currency:** We do not accept any deposits in foreign currency. Any deposits received in foreign currency, whether in the form of cash or check, will be sent back to you.

We will send all items back to the address we have for you on file and we are not liable if you do not receive the items.

You may only deposit with us funds that are immediately available, which under applicable law are irreversible and are not subject to any lien, claim or encumbrance.

For more information about deposits and when funds from a deposit will be made available to you, please refer to [Section 3.2](#).

3.2 Our Funds Availability Policy

It is our policy to make deposits made to your Account each business day available for withdrawal according to the table below. The end of the business day is referred to as the "deposit cut-off time". If you make a deposit before our cut-off time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off time or on a day we are not open, we will consider the deposit to be made on the next business day that we are open.

If you make a deposit via...	The cut-off time is...	And those funds are available...
Direct deposit	3:00 PM ET	Same business day

The availability of funds transferred to your Account from a linked bank account held by another financial institution follow different rules. Please refer to [Section 3.5](#) for more information.

3.3 Problems that Could Occur With Deposits

If a deposit or transfer to your Account is returned or rejected by the paying financial institution for any reason, or if there is an error or mistake involving a deposit or transfer, we may deduct the amount of the deposit, transfer, or error without prior notice to you. If there are insufficient funds in your Account at the time, your Account may become overdrawn. Please refer to [Section 3.9](#) concerning overdrafts for more information.

3.4 Withdrawals From Your Account

You may withdraw funds up to the amount of your Available Balance in your Account using any of the following methods.

Withdrawal Method	Limitations for Your Account
ACH transfers from your Account to a linked bank account at another institution*	\$1,000/daily; \$10,000/monthly
POS transactions and other transactions using your Card at a participating merchant you select at the time you apply to open an Account	\$10,000/daily
* You may transfer funds between your Account and another bank account. The linked bank account must be located in the United States.	

For security reasons, we may impose other limits on the number or amount of transfers you can make using your Account.

If you have been issued a Card for your Account, there may also be limitations that apply to your use of the Card. Please refer to [Section 5](#) for information on any applicable limitations and other terms.

You cannot withdraw funds by check, and we do not permit you to create checks drawn on your Account.

Before permitting a withdrawal or other transaction, we may request that you provide us with additional information or documentation that we deem necessary to confirm your identity or to prevent illegal activity. We may refuse the transaction if you do not comply with our request.

3.5 Transfers To or From Linked Bank Accounts

You may be provided with the ability to link another bank account you have with another financial institution (“linked bank account”) to your Account with us in order to make inbound and outbound ACH transfers between the linked bank account and your Account through the Online Banking Services. An “inbound transfer” moves funds into your Account from a linked bank account. An “outbound transfer” moves funds from your Account to a linked bank account.

For inbound transfers, we will debit your linked bank account and credit your Account with us on the next business day after you initiate the transfer. The funds you transfer to your Account will be made available to you by the fifth (5th) business day after the funds have been credited to your Account.

For outbound transfers, we will debit your Account with us and credit your linked bank account on the next business day after you initiate the transfer. The financial institution that holds your linked bank account determines when those funds will be made available to you in your linked bank account.

The cut-off time for both inbound and outbound transfers is 3:00 PM ET. Transfer requests that you make on a business day before the cut-off time will be considered initiated on that day. Transfer requests that you make after the cut-off time, or on a day that is not a business day, will be considered initiated the following business day.

There are limits to the dollar amount of both inbound and outbound transfers you can make. Please see [sections 3.1 and 3.4](#) for relevant limitations.

You agree that you will only attempt to link a bank account for which you have the authority to transfer funds. You also agree to indemnify and hold us harmless from any claims by any person related to the linked bank account, including any other owner of the linked bank account. You may only link a bank account that is a deposit account, such as a checking, savings or money market account.

3.6 No Illegal Activity, Internet Gambling and Right to Refuse Transactions

You must not use your Account for any illegal purposes or, regardless of whether it is legal or illegal, for internet gambling. We may deny any transaction or refuse to accept any deposit that we believe is related to illegal activity, online gambling or for any other reason at our discretion.

3.7 How We Post Transactions To Your Account and Determine Your Available Balance

3.7.1 Posting Overview

To understand how we post transactions to your Account, it is important to first understand the difference between your Available Balance and your ledger balance. Your Available Balance is the amount of money you have in your Account at any given time that is available for you to use. Your ledger balance is the balance in your Account at the beginning of the day after we have posted all transactions to your Account from the day before. We use your Available Balance to authorize your transactions throughout the day and determine whether you have sufficient funds to pay your transactions. Here are some additional terms that are helpful to understand:

- Credit and debit – A credit increases your balance and a debit decreases your balance.
- Post or posted – Transactions that are paid from or deposited to your Account. Posted transactions will either increase or decrease both your Available Balance and your ledger balance.
- Pending – Transactions that we receive notice of and are scheduled to post to your Account. Pending transactions affect your Available Balance, but not your ledger balance.
- Card authorization and settlement – When you use a Card to make a purchase, the transaction occurs in two steps: card authorization and settlement. Card authorizations reduce your Available Balance, but not your ledger balance. Settlement reduces both your Available Balance and your ledger balance. Card authorizations are removed when settlement occurs or after a certain number of days have passed, whichever is sooner. Please see [Section 3.7.4](#) for more information about card authorizations and settlement.

3.7.2 Posting Order

We receive transactions throughout the day and post them to your Account as they are received and in the order that they are received. Note that for Card transactions, we consider the transaction received when the merchant requests settlement, which may occur several days after you authorize the transaction. See [Section 3.7.4](#) for additional information concerning how Card transactions are processed.

We may change the order in which we post transactions to your Account at our discretion and without notice to you. It is therefore important for you to keep track of the deposits you make and the transactions you authorize to make sure there are sufficient funds in your Account to cover all transactions and any applicable fees.

3.7.3 Determining Your Available Balance

To determine your Available Balance, we start with your ledger balance at the beginning of the business day, add any pending credits or deposits that we make available to you, and subtract any card authorizations and pending debits. All transactions are debited or credited from your Available Balance in the order received.

You may check your available balance via Online Banking Services. Keep in mind that your Available Balance may not reflect every transaction you have initiated or previously authorized. For example, your Available Balance may not include transactions you have authorized that we have not received.

3.7.4 Card Authorizations

If you are issued a Card with your Account, you will be able to use your Card to pay for goods or services or conduct other transactions with a merchant. When you engage in a transaction with a merchant using your Card, the merchant will request preauthorization (“card authorization”) for the transaction. If there are sufficient available funds in your Account, we will approve the request and reduce your Available Balance for as long as the card authorization remains on your Account.

Your Available Balance will generally be reduced by the amount of the card authorization.

The card authorization will remain on your Account until the merchant sends us the final amount of the transaction and requests payment (“settlement”). In most cases, if the merchant does not request settlement, or the merchant is delayed in requesting settlement, the card authorization will automatically be removed after 3 days. However, certain merchants such as hotels may hold for a period of up to 7 days.

It is important to understand that the merchant controls the timing of card authorizations or settlement. A merchant may request settlement after the card authorization has been removed from your Account. This means that if you use the funds in your Account after the card authorization has been removed and the merchant later requests settlement, your Account may become overdrawn. A merchant may also request settlement for an amount that is different than the card authorization. Therefore, it is important that you keep track of your transactions and your balance. Once we have approved a card authorization, we cannot stop the transaction and you will be responsible for repaying any negative balance that may occur.

3.8 Statements

Statements will periodically be provided to you via email and Online Banking Services as long as your Account is not inactive. You will receive a statement monthly as long as you have transactions on your Account during the statement period. If there were no transactions on your Account, we will provide you statements at least quarterly. You will not receive paper statements.

3.9 Overdrafts, Nonsufficient Funds and Negative Balances

We do not permit you to overdraw your Account. If the Available Balance in your Account is not sufficient to cover any transaction you have authorized, we may return the transaction or refuse to process the transaction. However, there may be instances where your Account can still go into the negative, such as if a deposit you make is returned. You must make a deposit immediately to cover any negative balance. If your Account has a negative balance for sixty (60) calendar days or more, we may close your Account.

3.10 Closing Your Account and Account Suspensions

You can close your Account at any time and for any reason by email at support@accruessavings.com. We reserve the right to refuse your request if you have a negative balance on your Account. We recommend that you transfer or withdraw any funds you may have in the Account prior to submitting a request to close the Account to avoid delays in receiving your funds.

We may also suspend or close your account at our discretion with or without notice. This includes if we believe you are using your Account for fraudulent or illegal purposes or in violation of law or regulation, this Agreement, any other agreement you may have with us or Unit, or if you otherwise present undue risk to us or Unit. We may also close your Account if the balance of your Account is zero for 120 days or more or if you have not made any deposits or withdrawals from your Account in over twelve (12) months. In addition, cancelling your enrollment in the Online Banking Services with the Program Partner will result in our closure of the Account and our return of your funds. We are not responsible to you for any damages you may suffer as a result of the closure or suspension of your Account.

If your Account is closed with a balance greater than \$1.00, we will return any funds you may have in the Account to you by ACH transfer to another bank account or by paper check. We reserve the right not to return the funds to you if the balance in your Account is \$1.00 or less. The closure of your Account or termination of this Agreement does not impact any right or obligation that arose prior to closure or termination, or any right or obligation that, by its nature, should survive termination (including, but not limited to, any indemnification obligation by you, our limitations of liability, and any terms governing arbitration).

3.11 Dormancy, Inactivity and Unclaimed Property

State law and our policy govern when your Account is considered dormant. Your Account is usually considered dormant if you have not accessed your Account, communicated to us about your Account or otherwise shown an interest in your Account within the period of time specified under applicable law. Each state has varying laws as to when an account becomes dormant, and we may be required to send the balance in your Account if it becomes dormant to the state of your last known address. We will make reasonable efforts to contact you if required by applicable law before transferring the remaining balance of your Account to the applicable state. After we surrender the funds to the state, you must apply to the appropriate state agency to reclaim your funds. You can avoid the surrender of your funds by simply conducting transactions, contacting us about your Account or replying to any abandoned property notices we may provide to you.

We may also place your Account in an inactive status if you have not had any transaction for at least six (6) months. If your Account becomes inactive, you may not receive statements or be able to conduct certain transactions, subject to applicable law. Inactive Accounts must be reactivated. Contact us by email at support@accruessavings.com to reactivate your Account.

3.12 Account Fees and Fee Schedule

You agree to pay all fees and charges applicable to your Account. All fee amounts will be withdrawn from your Account and will be assessed regardless of whether you have sufficient funds in your Account, except where prohibited by law. Fees are subject to change at any time. We will provide you advance notice of any changes where required by law.

Fee Description	Fee Amount and Frequency	Additional Details
Linked account withdrawal fee	3% of the transaction	You will be charged this fee for all withdrawals to a linked account that you initiate from your Account. (See Sections 3.4 and 3.5.)

4 Electronic Fund Transfers

Your Account allows you to withdraw funds up to the Available Balance or make deposits through Electronic Fund Transfers (“EFTs”). EFTs are transactions that are processed by electronic means and include, among others, ACH transfers, Card transactions and direct deposits. This Section provides you with information and important disclosures and terms about the EFTs that are permitted on your Account. You may also receive additional services through Online Banking Services provided by the Program Partner, that allow you to initiate EFTs to and from your Account that are not described in this Agreement. You will be provided separate agreements and disclosures applicable to those services by the Program Partner.

4.1 Types of EFTs Supported by Your Account

Your Account allows the following types of EFTs:

- Direct deposits from a third party or another bank
- Transfers to or from your Account to or from a linked bank account (see [Section 3.5](#))
- Purchases or other transactions using your Card (see [Section 5](#))

4.2 Limitations on EFTs

There are limitations on the frequency and amount of transactions you can make to or from your Account. These limits are different for each type of transaction. For limits that apply to transactions that credit or deposit funds into your Account, please refer to [Section 3.1](#) concerning deposits. For limits that apply to transactions that debit or withdraw from your Account, please refer to [Section 3.4](#) concerning withdrawals. For limits that apply to transfers to or from your Account from a linked bank account, please refer to [Section 3.5](#). These security-related limits may change from time to time.

If you have been issued a Card for your Account, there may also be transaction limitations that apply to your use of the Card. Please refer to [Section 5](#) below for information on any limitations and other terms.

For security reasons, we may impose other limits on the number or amount of EFTs you can make using your Account.

4.3 Your Right to Receive Information and Documentation of Your Transactions

You will receive information and documentation concerning any EFTs that debit or credit your Account in the following ways:

- **Statements:** We will provide you information about each transaction that debits or credits your Account on your statements. Please refer to [Section 3.8](#) for information about statements. You may access your transaction history via Online Banking Services or by emailing us at support@accruedavings.com.
- **Direct Deposits:** If you receive a direct deposit into your Account at least once every sixty (60) days from your employer or other person or company, you can check if the deposit has been made by contacting us via Online Banking Services or email at support@accruedavings.com.
- **Receipts:** You can get a receipt at the time you make a purchase at a point-of-sale terminal using your Card.

4.4 Preauthorized Transfers, Your Right to Stop Payment and Notices of Varying Amounts

If you authorize us or another company or person to withdraw from your Account on a regular basis (such as when you sign up for “autopay” to pay a monthly bill), it is called a Preauthorized Transfer. You have the right to place a stop payment on Preauthorized Transfers, as well as get notification when the amount of a particular withdrawal will be different from the amount of the last withdrawal.

4.4.1 Your Right to Stop Payment

If you authorize a company or person to take payments from your Account on a regular basis through a Preauthorized Transfer, you can stop any of these payments by contacting us by calling us at 1-844-918-3672 or emailing at support@accruedavings.com at least three (3) business days before the next payment is scheduled to be made.

Make sure to provide us with (1) your name, (2) your Account number, (3) the company or person taking the payments, and (4) the date and amount of the scheduled payment you wish to stop. If you want all future payments from that company or person stopped, be sure to tell us that as well. If you do not provide us with the correct information, such as the correct payee or the correct amount of the payment you wish to stop, we may not be able to stop the payment. If you call, we may require you to put your request in writing and get it to us within 14 days after you call.

4.4.2 Our Liability if We Fail To Stop a Preauthorized Transfer

If you order us to stop one of these payments three (3) business days or more before the payment is scheduled and provide us with all information requested, and we do not do so, we will be liable for your losses or damages proximately caused by the failure. However, we will not be liable if the company or person initiating the payments changes the dollar amount of the payment or makes other changes that cause us not to recognize it as the payment you requested be stopped.

4.4.3 Notices of Varying Amounts

If these regular payments vary in amount, the person or company you are paying will tell you ten (10) days before each payment when it will be made and how much it will be. You may be given the option to only get this notice when the payment will differ by more than a certain amount from the previous payment, or when the amount will fall outside certain limits that you set.

4.5 Our Liability for a Failure To Complete A Transaction

If we fail to complete a transaction on time or in the correct amount when properly instructed by you in accordance with this Agreement, we will be liable for damages proximately caused by the failure or error. However, there are some exceptions. We are not liable, for instance:

- If the Available Balance in your Account is not sufficient to complete the transaction through no fault of ours.
- If the failure is due to an equipment or system breakdown, such as a problem with the Online Banking Services provided by the Program Partner, that you knew about before you began a transaction.
- The failure was caused by an Act of God, fire or other catastrophe, or any other cause beyond our control despite reasonable precautions we have taken.
- If your funds are not available due to a hold or if your funds are subject to legal process.
- If we do not complete a transaction because we or have reason to believe the transaction is unauthorized or illegal.
- If your Account is closed or inactive.
- There may be additional exceptions stated in our agreements with you or permitted by law.

4.6 Your Liability for Unauthorized EFTs

Contact us immediately if you believe that an unauthorized EFT has occurred or may occur concerning your Account, or if your Card, or Online Banking Services login credentials have been lost, stolen or compromised. Calling us is the best way of keeping your losses to a minimum. For unauthorized Card activity, call 1-833-333-0417. For all other unauthorized activity, call 1-844-918-3672.

You could lose all the money in your Account (and any bank accounts with other institutions you have linked to your Account) if you take no action to notify us of the unauthorized EFT or the loss or theft of your Card or Online Banking Services login credentials.

For unauthorized EFTs, your liability will be as follows if you notify us of the loss:

- If you tell us within two (2) business days after learning of the loss, theft or compromise of your Online Banking Services login credentials, you can lose no more than \$50.
- If you do NOT tell us within two (2) business days and we can prove that we could have prevented the loss had you contacted us, you could lose as much as \$500.00.
- If your statement shows EFTs that you did not make and you do NOT contact us within sixty (60) days after the statement was made available to you, you may not get back any money lost after the sixty (60) days if we can prove that your contacting us would have prevent those losses.

We can extend these time periods if extenuating circumstances (such as a long trip or hospital stay) kept you from notifying us.

4.7 In Case of Errors or Questions About Your EFTs

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on a statement or receipt. For questions about Card activity, call 1-833-333-0417. For all other questions, call 1-844-918-3672. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You must provide us with the following information:

- Tell us your name and Account number.
- Describe the error or the EFT you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 by email within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will tell you the results and correct any error promptly. If we need more time, we may take up to forty-five (45) days—or ninety (90) days for Accounts open less than thirty (30) days or foreign-initiated transactions — to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (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 ten (10) business days, we may not credit your account. For Accounts open less than thirty (30) days, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation by email. You may ask for copies of the documents that we used in our investigation.

5 Using Your Accrue Card

5.1 Activating the Card and Setting a PIN

5.1.1 Card Agreement Acceptance and Card Activation

This Card requires activation before you may use it. You may activate the Card by calling 1-833-333-0417. Your activation and use of the Card means that you agree to the terms and conditions described in this Agreement.

If you do not want to activate the Card, you should contact us via the Online Banking Service or by emailing support@accrueravings.com.

5.1.2 Permissible Uses of Your Card

You agree that you will use the Card only for personal, household or family purposes and it will not be used for any business purposes.

5.2 Use of the Card

5.2.1 No Secondary Cardholders

The Card is solely for your use and you may not request an additional card for another person. If you give anyone else access to your Card, we will treat any transaction they initiate as authorized by you, and you will be responsible for all transactions and fees that occur.

5.2.2 Card Purchases at Participating Merchant

The Card issued to you will be a virtual card represented by a 16-digit card number, a 3-digit card verification value ("CVV") number, and an expiration date. The Card can be managed through the Online Banking Services (see [Section 1.3](#) of the Account Agreement). We will issue you a replacement Card when it expires. The Card accesses the available funds in your Account to make card-not-present transactions (see [Section 5.2.2](#)) at participating merchants. The Card can also be added to a digital wallet (see [Section 5.2.4](#)).

You may use your Card to make purchases at a participating merchant you select at the time you apply to open an Account. A list of participating merchants is available on the Program Partner's website at accrueravings.com/partners and through the Online Banking Services. We will only permit you to use your Card at the participating merchant you select. If you attempt to use your Card with a different merchant, we will decline your transaction.

5.2.3 Split Transactions

You can instruct the merchant to charge your Card for part of a purchase and pay any remaining amount with cash or another card. This is called a "split transaction." Some merchants do not permit split transactions. If you wish to conduct a split transaction, you must tell the merchant the exact amount you would like charged to your Card. If you fail to inform the merchant you would like to complete a split

transaction and you do not have sufficient available funds in your Account to cover the entire purchase amount, your Card is likely to be declined.

5.2.4 Use of the Card with Digital Wallets

A digital wallet (“Wallet”) provides another way for you to make purchases with your Card. A digital wallet is a service provided by another company (such as Apple Pay, Android Pay, Samsung Pay, etc.), that allows you to use your Card to enter into transactions where the Wallet is accepted. A Wallet may not be accepted at all places where your Card is otherwise accepted, and your Card may not be eligible for all the features and functionalities of the Wallet. Any use of your Card in or through the Wallet continues to be subject to all terms and conditions of this Agreement. We may terminate your access to or use of your Card with a Wallet at any time and for any reason, including if you violate any of the terms or conditions of this Agreement.

You can add or remove your Card from a Wallet by following the instructions provided by the Wallet provider. By doing this, you agree to allow us to share your Card information with the Wallet provider. You may be required to take additional steps to authenticate yourself before your Card is added to the Wallet. We do not charge you any additional fees for adding your Card to a Wallet or for using your Card in the Wallet. However, any fees and charges that would apply when you use your Card outside the Wallet will also apply when you use a Wallet to make purchases with your Card or otherwise access your Card. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. The digital version of your Card in a Wallet may, in our sole discretion, be automatically updated or upgraded without notice to you.

We are not the provider of the Wallet, and we are not responsible for providing the Wallet service to you or for ensuring that your Card is compatible with any Wallet service. We are only responsible for supplying information to the Wallet provider to allow usage of your Card in the Wallet as you have requested. We are not responsible for any failure of the Wallet, any mobile device you use with the Wallet, or the inability to use the Wallet for any transaction. We are not responsible for how the Wallet provider performs its services or any other third parties regarding any agreement you enter into with the Wallet provider or other third party. We do not control the privacy and security of any of your information that may be held by the Wallet provider. Any information held by the Wallet provider is governed by the privacy policy given to you by the Wallet provider. If you have location services enabled on your mobile device, the location of your mobile device may be collected and shared by the Wallet provider in accordance with their respective data and privacy policies, including with us. If you request to add your Card to a Wallet, you authorize us to collect, transmit, store, use and share information about you, your mobile device, and your use of the Card in accordance with our privacy policy, as amended from time to time, available at <https://www.mybrb.com/privacy-policy.html>.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY ARE WE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF A WALLET, YOUR USE OF THE CARD OR VIRTUAL CARD IN CONNECTION WITH A WALLET, OR A MOBILE DEVICE.

If you use a Wallet, you should protect your Wallet and your mobile device as you would your Card. If your Wallet or mobile device is compromised, lost or stolen, you should also consider your Card lost or stolen and notify us immediately. Please see [Section 7](#) for instructions for reporting a lost or stolen Card.

If you have any questions, disputes, or complaints about a Wallet, contact the Wallet provider using the information given to you by the provider.

5.2.5 Foreign Transactions

Charges from foreign merchants and financial institutions may be made in a foreign currency. We will bill you in U.S. dollars based on the exchange rate on the day we settle the transaction, plus any special currency exchanges charges that may be imposed by us, the Visa network and/or by any third-party used to complete the transaction.

The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Account.

Regardless of whether the transaction is made in foreign currency or in US dollars, additional fees may apply to all international transactions using the Card. Please refer to our current fee schedule for more information about our fees.

5.2.6 Card Authorization Holds

When you use your Card to purchase goods or services or to obtain cash from a merchant, the merchant may request preauthorization ("Card Authorization") for the transaction. If the merchant makes such a request and there are sufficient available funds in your Account, we will approve the transaction and place a temporary hold on the funds in your Account. This hold will reduce the Available Balance in your Account. The amount of this temporary hold will usually be the amount of the Card Authorization. The hold will remain on your Account until the merchant sends the final amount of the transaction to us and requests payment ("Settlement"). In most cases, if the merchant does not request Settlement or is delayed in requesting settlement, the hold will automatically be removed after three (3) days. However, for transactions with certain merchants, such as hotels, the hold may remain on your account up to seven (7) days.

Please note that the merchant controls the timing of both the Card Authorization and Settlement. This means that a merchant may initiate Settlement after Card Authorization hold has already been removed. If the hold is removed and you spend the funds in your Account before Settlement, it may cause your Account to overdraw. In addition, the Card Authorization amount that the merchant requests may be different than the Settlement amount. It is therefore very important that you keep track of your transactions and your Account. We cannot stop a Card transaction once we have approved a Card Authorization and you will be responsible for repaying any negative balance that may occur in your Account.

5.3 Returns and Refunds

Please be aware of the merchant's return policies before using your Card to make a purchase. Neither the Bank nor the Program Partner is responsible for the delivery, quality, safety, legality or any other aspect of the goods or services you purchase using your Card. If you have a problem with a purchase that

you made with your Card or if you have a dispute with the merchant, you must handle it directly with the merchant. If you are entitled to a refund for any reason for goods or services obtained using your Card, you agree to accept credits to your Card for the refund and agree to the refund policy of the merchant. The amounts credited to your Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

5.4 Additional Benefits from Visa and Fraud Alerts Program

Your Card may also be eligible for certain benefits provided by Visa. Please see the Visa Debit Card Benefits Guide (<https://usa.visa.com/support/consumer/debit-cards.html>) for a full description of all additional benefits to which you may be eligible, specifically Visa Zero Liability Benefits (<https://usa.visa.com/pay-with-visa/visa-chip-technology-consumers/zero-liability-policy.html>). You are also eligible for Visa's Fraud Alerts Program.

5.4.1 Fraud Alerts Program Overview

Messaging frequency depends on account activity. For more information, text HELP to 23618. To cancel fraud text messaging services at any time reply STOP to any alert from your mobile device.

For Fraud alerts support, call 1-833-333-0417. By giving us your mobile number, you agree that Fraud Alerts text messaging is authorized to notify you of suspected incidents of financial or identity fraud. HELP instructions: Text HELP to 23618 for help.

5.4.1.1 Stop Instructions

Text STOP to 23618 to cancel.

5.4.1.2 Release of Liability

Alerts sent via SMS may not be delivered to you if your phone is not in the range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within coverage, factors beyond the control of wireless carriers may interfere with messages delivery for which the carrier is not responsible. Carriers do not guarantee that alerts will be delivered.

5.5 Reporting Your Card as Lost or Stolen and Replacing Your Card

If you need to report your Card as lost or stolen, report an unauthorized transaction, or replace your Card for any reason, please contact us at 1-833-333-0417, seven days a week, 24 hours a day. You will be required to provide personal information so that we may verify your identity before we will issue you a replacement Card.

6 Other Legal Terms and Conditions

6.1 No Assignments

Your Account and your obligations under this Agreement are not transferable and not assignable as collateral for a loan or for any other purpose. We may transfer our rights under this Agreement, without notice, unless required by applicable law.

6.2 Legal Processes and Claims Affecting Your Account

If we receive a levy, attachment, or other legal process against you (collectively, "Legal Process"), we may refuse to permit withdrawals or transfers from your Account until the Legal Process is dismissed or satisfied. Any Legal Process will be subject to our right of set-off and 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. If we receive a claim against the funds in your Account, or if we know of or believe that there is a dispute as to the ownership or control of funds in your Account, we may, in our discretion: (1) place a hold on your Account and refuse to pay out any funds until we are satisfied that the dispute is settled; (2) close your Account and send the balance to the named account holder; (3) require a court order to act; or (4) take any other action we feel is necessary to protect us. We will not be liable to you for taking any such action.

6.3 Limitation of Liability and Disclaimer of Warranty

EXCEPT AS REQUIRED BY LAW, WE ARE NOT LIABLE FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM OUR FAILURE TO ACT, OR ANY DELAY BEYOND TIME LIMITS PRESCRIBED BY LAW OR PERMITTED BY THIS AGREEMENT IF SUCH FAILURE OR DELAY IS CAUSED BY MAINTENANCE OR INTERRUPTION OR MALFUNCTION OF EQUIPMENT OR COMMUNICATION FACILITIES, UNUSUAL TRANSACTION VOLUME, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, GOVERNMENT ACTION, ACTS OF WAR, TERRORISM OR CIVIL STRIFE, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF THE BANK. EXCEPT AS REQUIRED BY LAW, OUR LIABILITY TO YOU FOR A CLAIM IS LIMITED TO THE FACE VALUE OF THE ITEM OR TRANSACTION, OR THE ACTUAL VALUE OF ANY FUNDS NOT PROPERLY CREDITED OR DEBITED. IN NO EVENT WILL WE OR UNIT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS REQUIRED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE SHALL ONLY BE RESPONSIBLE AND LIABLE FOR OUR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT. WE SHALL NOT BE LIABLE TO ANY THIRD PARTY OR FOR ANY ACT OR OMISSION OF YOURS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES USED BY US IN EXECUTING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR PERFORMING A RELATED ACT AND NO SUCH THIRD PARTY SHALL BE DEEMED TO BE OUR AGENT.

IN ADDITION, EXCEPT AS REQUIRED BY LAW, BLUE RIDGE BANK, N.A. ARE NOT LIABLE OR RESPONSIBLE FOR ANY SERVICES OR FEATURES OF ANY ONLINE BANKING SERVICES PROVIDED TO YOU BY ACCRUE MONEY, INC. WE ARE ALSO NOT LIABLE FOR ANY UNAUTHORIZED ACCESS OF YOUR INFORMATION OR DATA BY A THIRD PARTY DUE TO YOUR USE OF THIRD-PARTY COMMUNICATION CHANNELS NOT OFFERED BY US.

ALL BANK SERVICES AND ACCOUNT FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THE

BANK'S SERVICES OR ACCOUNT FEATURES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

6.4 Indemnification

You agree to indemnify and hold us, and our officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless for any losses, damages, suits and expenses, including reasonable attorneys' fees, that we may incur, without regard to the merit or lack thereof, arising out of, or related in any way to (1) the matters set forth herein; (2) our taking any action or not taking any action that we are entitled to take pursuant to this Agreement; (3) any action or omission by you; or (4) our action or inaction in reliance upon oral, written or electronic instructions or information from you.

Equally, you agree to indemnify and hold Unit and its officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless for any losses, damages, suits and expenses, including reasonable attorneys' fees, that we may incur, without regard to the merit or lack thereof, arising out of, or related in any way to (1) the matters set forth herein; (2) our taking any action or not taking any action that we are entitled to take pursuant to this Agreement; (3) any action or omission by you; or (4) our action or inaction in reliance upon oral, written or electronic instructions or information from you.

6.5 Our Right of Set-Off and Security Interest

We have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. This means that we can take any funds in your Account or any other account you have with us to pay any debt or liability you owe us. You also agree to grant us a security interest in your Account to secure payment of any money that you owe to us or will owe us arising under this Agreement or any other agreements with us. You acknowledge that this security interest is consensual and in addition to any right of set-off. We may exercise our security interest or right of set-off without regard to the source of the funds in your Account or prior recourse to other sources of repayment or collateral, even if it causes you to incur penalties or suffer any other consequence. You waive any conditions or limits to our right of set-off to the maximum extent permitted by law. We will notify you if we exercise our right to set-off if required by law.

If we take any action to collect debt incurred by you or other amounts you owe us under this Agreement or defend ourselves in a lawsuit brought by you where we are the prevailing party, you agree to reimburse us for our losses, including, without limitation, reasonable attorneys' fees, to the extent permitted by applicable law. We may charge your Account for our losses without prior notice to you.

6.6 Changes in Terms and Additional Services

We may change this Agreement, or any fees and features of your Account, at any time by posting an amended Agreement on Accrue's website, <https://public.accrueravings.com/consumer-deposit-agreement-with-debit-card-provisions.pdf>, and any such amendment shall be effective upon posting. We will give you advance notice of any change where required by law. We may provide such notice to you with your statement, electronically, or by mail. Any notice we provide to you will be binding and sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service. We

may change or terminate this Agreement without notice at our discretion or to comply with any appropriate federal or state law or regulation.

If we make any of our other banking services available to you in connection with your Account, we may provide certain terms and conditions for those additional services to you in a separate agreement or disclosure.

6.7 No Waiver of Rights

We may waive or decline to enforce any of our rights under this Agreement without obligating ourselves to waive such rights in the future or on any other occasion. We may release any other person obligated under this Agreement without affecting your responsibilities under this Agreement.

6.8 Conflicts and Section Headings

If there is a conflict between this Agreement and any other document or statement made to you concerning the Account, this Agreement will govern. If there is a conflict between this Agreement and any other document or statement made to you concerning any services or products other than the Account, the separate terms and conditions applicable to that service or product will govern. Section headings that appear in this Agreement are for convenience purposes only and are intended to help you find information. They should not be construed as affecting the meaning of the Agreement.

6.9 Severability

In the event that any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected. To the extent permitted by law, the parties waive any provision of law which prohibits or renders unenforceable any provisions of this Agreement, and to the extent that such waiver is not permitted by law, you and us agree that such provision will be interpreted as modified to the minimum extent necessary to render the provisions enforceable.

6.10 Governing Law, Forum and Time Limits

All actions relating to your Account and this Agreement will be governed by the laws and regulations of the United States and the Commonwealth of Virginia where your Account will be opened, irrespective of conflict of law principles. You agree that any dispute arising under this Agreement or relating in any way to your relationship with us that is not arbitrated will be resolved in a federal or state court located in Virginia and that you will be subject to such court's jurisdiction.

Except where prohibited by law, you agree that you must file any lawsuit or arbitration against us within two (2) years after the claim arises unless federal or Virginia law, or another agreement you have with us, provides for a shorter time. If federal or Virginia law requires a longer time period than the time periods in this Agreement, you agree to the shortest time period permitted under the law.

7 Arbitration and Waivers

BE SURE THAT YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US.

7.1 Election to Arbitrate

You, Accrue Money, Inc. and the Bank agree that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to [this Section 7](#) (the “Arbitration Provision”). As used in this Arbitration Provision, “Claim” shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement, including the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. Please note that you may continue to assert Claims in small claims court, if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

7.2 Applicability of the Federal Arbitration Act; Arbitrator’s Powers

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the “FAA”). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

7.3 Informal dispute Resolution

If a Claim arises, our goal is to address your concerns and, if we are unable to do so, to provide you with a neutral and cost effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will first submit your Claim to us by email at support@accruesavings.com and provide us with the opportunity to resolve your concern prior to initiating arbitration.

7.4 Arbitration Procedures

The party initiating arbitration shall do so with the American Arbitration Association (the “AAA”) or Judicial Alternatives and Mediation Services (“JAMS”). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA's web site at: www.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you

may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. The arbitration will be held in the United States county where you live or work, or any other location we agree to.

7.5 Arbitration Fees

If we initiate arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you initiate arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

7.6 Appeals

Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

7.7 No Class Actions

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this [Section 7.7](#), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this [Section 7.7](#) shall be determined exclusively by a court and not by the administrator or any arbitrator.

7.8 Survival and Severability of Arbitration Provision

This Arbitration Provision shall survive the termination of this Agreement. If any portion of this Arbitration Provision other than **Section 7.7** is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If there is a final judicial determination that applicable law precludes enforcement of this Arbitration Provision's limitations as to a particular claim for relief or particular term, then that claim (and only that claim) or that term (and only that term) must be severed from the Arbitration Provision and may be brought in court. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in **Section 7.7** are finally adjudicated pursuant to the last sentence of **Section 7.7** to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

7.9 Judicial Forum for Claims

Except as otherwise required by applicable law, in the event that this Arbitration Provision is found not to apply to you or your Claim, you and the Bank agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Virginia. Both you and the Bank consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

7.10 WAIVER OF RIGHT TO LITIGATE

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVING THAT RIGHT BY AGREEING TO THIS AGREEMENT AND ARBITRATION PROVISION.