

# Metaprise

## BANKPROV METAPRISE ACCOUNT TERMS & CONDITIONS

These terms of service (the “Agreement”) are a legal agreement among BankProv, member FDIC/DIF (the “Bank”), Metaprise, and you and any person or organization for which you act. This Agreement and all other terms and agreements referenced herein (collectively, the “Terms”) govern your access and use of the products and services described herein (the “Services”). As used in this Agreement, “we”, “us” and “our” and any other variation thereof means the Bank and Metaprise. Please note that BankProv may also enforce any provisions of this Agreement that relate to the banking services they provide. The term “Metaprise” includes Metaprise LLC, and our affiliates, and each of their respective directors, officers, employees, agents, joint venturers, service providers, and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with. References to “you” and “your” means any entity that has authority to use, whether individually or on behalf of the entity, the Services.

PLEASE READ ALL OF OUR TERMS, INCLUDING ANY SUPPLEMENTARY TERMS, CAREFULLY BEFORE DECIDING WHETHER TO USE THE SERVICES. THIS AGREEMENT INCLUDES AN ARBITRATION AGREEMENT (SEE SECTION 26) WHICH WILL REQUIRE YOU TO RESOLVE ALL DISPUTES WITH US ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND HAVE CONSIDERED THE CONSEQUENCES, INCLUDING YOUR WAIVER OF RIGHTS TO BRING AN ACTION ON A REPRESENTATIVE BASIS OR IN FRONT OF A JURY.

By accessing or using the Services you agree to be bound by these Terms, and all supplementary agreements, disclosures, and other documents including without limitation the Metaprise E-Sign Disclosure and Consent for Electronic Communications, as well as by all applicable federal or state laws, statutes and regulations. Please keep a copy of this Agreement.

We may decline to open an account for you to use the Services for any reason. We are not liable for any damages or liabilities resulting from our refusal to open an account for you.

### **Important Information About Obtaining Services:**

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 requests or accesses the Services.

What this means for you: When you open an account, we will ask for your name, address, tax identification number, and other information that will allow us to identify you and your beneficial owners. We may also ask to see identifying documents such as drivers license for you and your beneficial owners.

### **1. About - Services**

The Services give you the ability to collect funds domestically in US Dollars (“USD”). Funds collected by BankProv through the Services are held at BankProv in USD (as described in section 8 below) and may be withdrawn or used by you to make permitted payments to recipients. Funds may be reflected in your balance.

## **2. Metaprise Service Providers**

BankProv has engaged Metaprise as the technology service provider to manage and administer the Services on BankProv's behalf. Metaprise is a technology and software service company that performs certain functions including, but not limited to, identity verification, compliance monitoring, risk mitigation and management, managing your transfer instructions and other related services. Metaprise may act upon BankProv's behalf, to perform their obligations or enforce their rights under this Agreement. Metaprise also offers supplemental services to allow you to provide us with payment instructions and to view certain account information. You acknowledge and agree that Metaprise is an agent of BankProv for some purposes and will be responsible for carrying out some of the responsibilities under this Agreement. You acknowledge and agree that notifications, disclosures, or other communications related to your use of the Services may be issued by Metaprise, not by BankProv. Metaprise may offer you additional services through the Platform (as defined below), pursuant and subject to the terms and conditions between you and Metaprise.

You acknowledge and agree that your domestic services only BankProv account does not allow you to (a) receive money outside of the United States, (b) receive international transfers, and/or (c) disburse funds to recipients outside of the United States.

## **3. The Metaprise Platform**

Your sole interface with the Services is through a Metaprise technology portal which may be accessed through a website, mobile application, application programming interface (API) or other method (the "Metaprise Platform"), which is governed by separate terms and conditions that apply to your use of the Metaprise Platform ("Metaprise Platform Terms"). You may only use or access the Services via the Metaprise Platform.

## **4. Registration for Services**

To use some or all of the Services, you must first register and create an account profile ("Account Profile") on the Metaprise Platform and be approved to receive Services. Please see the Platform Terms for additional information.

## **5. Eligibility for Metaprise Services**

To register to use the Services, you must be a legal entity organized or registered in the United States with a principal place of business located in the United States. Please be aware that you agree that you will not use the Services for personal, household or family purposes. For the avoidance of doubt, you must be incorporated or organized as a corporation, unincorporated business association, partnership, limited liability company, incorporated nonprofit organization or sole proprietorship (regardless of whether your sole proprietorship is registered with a government authority). We reserve the right to refuse your registration request or discontinue use of our Services for any reason. To access and use the Services, you must agree to go paperless which means that:

- (1) You must keep us supplied with your valid email address and telephone number; and
- (2) You must agree to accept electronic delivery of all communications that we need or decide to send you. Please see the Metaprise E-Sign Disclosure and Consent for Electronic Communications for additional details.

## **6. Accounts**

### **a) Receiving Accounts**

To use our Services, you must open an account subject to the terms and conditions of this Agreement (“Metaprise Account”). Upon opening a Metaprise Account, you can request to open a receiving account, and upon approval, you will be provided with an account at BankProv, which will be branded by and administered by Metaprise on BankProv’s behalf, that will allow you to receive U.S. dollars and withdraw or hold U.S. dollar funds received (“Receiving Account”). You will be provided with one Receiving Account by default, but we may allow you to open additional Receiving Accounts. A Receiving Account is limited in purpose and does not represent a demand deposit account.

To submit a request to open a Receiving Account, log on to your Metaprise Account on the Metaprise Platform and provide all necessary information directed in your profile.

### **b) Account Details**

Once your request for a Receiving Account is approved, for each account you will be provided with a unique account number and bank routing number (“Account Details”) which you can provide to your payors. You may not disclose or otherwise use the Account Details for any purpose other than to facilitate the use of our Services. Your Account Details are for administrative purposes only and do not represent a separate bank account. You may not sell, transfer, sublicense, or disclose your Account Details to any third party, other than a payor.

## **7. Receiving and Sending Payments**

Subject to applicable law and our funds availability policy (which applies to your Receiving Account), you can receive funds from payors to which you have provided the Account Details, which will allow such payors to send funds via accepted payment methods. You can also send payments to payors. You can load funds to your Receiving Account by bank transfer. Your Receiving Account Balance will be credited when funds are received into the applicable Receiving Account.

Neither BankProv, nor any affiliate or third-party, as applicable, are liable for any inbound funds in transit until we, as applicable, receive such funds. You may only receive USD funds in your Receiving Account. Any attempted transfer of funds via your Receiving Account using an unsupported payment method or currency will be rejected and returned to the payor. The timing of receipt of funds and the amount of funds delivered is controlled solely by the payor and may be subject to the payor’s terms and conditions. Any issues or disputes with the delivery, non-delivery or timing of the delivery of your funds must be resolved directly with the payor and is not the responsibility of BankProv, Metaprise, or third-party or affiliate, unless such delivery issues are due to BankProv’s error.

When attempting to increase your Balance by loading funds to your Receiving Account, always ensure that you input accurate information, including relevant banking details or any unique transaction reference number specified by us. Failure to do so may result in a delay or inability to credit your Receiving Account (as applicable), which may result in inaccurate information reflected in your Balance. Please be advised that depending on the payment method used by the payor, there may be monetary limits on the amount that may be received or sent via your Receiving Account for a given transaction or period of time.

Unless we agree otherwise in writing, you must ensure that all funds sent or received in connection with the Services are from a legitimate source (for example, the sale of goods or services) and do not constitute one of Metaprise’s Prohibited Activities.

## **NACHA Rules**

You agree to comply with the NACHA Operating Rules and Guidelines, as amended from time to time. We will provide you with a copy of the Rules, upon request, when you are first approved for originating ACH entries using BankProv services. You can obtain a copy of the current Rules at <https://www.nacha.org> or by telephoning NACHA at 703-561-1100. You agree to reimburse us for any penalties, fines and/or charges that we incur as a result of your failure to comply with this Agreement or any Rule. Without limiting your duty to comply with all of the Rules, you specifically acknowledge your obligations (a) for proper re-initiation when the originator receives Notices of Change, unauthorized returns, stops or NSF notifications; (b) to adhere to all Rules regarding pre-notifications; (c) to obtain proper authorizations from receivers; and (d) to adhere to all Rules regarding reversals and when reversals are deemed improper.

## **8. Withdrawals and Transfers**

### **a) Payments**

To withdraw funds from the account(s) underlying your Receiving Account, you must send a Payment on the Metaprise Platform. A "Payment" refers to a transfer of funds to a designated recipient or to an external bank account that you own. To send a Payment, you will be prompted to provide specific information concerning your Payment, including identification information of the recipient, recipient bank account information, and the amount you wish to send (collectively, your "Instructions"). Additional information may be required.

### **b) Instructions**

When sending a Payment, you must ensure that your instructions are correct and complete. Failure to provide accurate instructions may result in delay, rejection or misdelivery of funds. Neither BankProv, nor Metaprise will be responsible for money sent to the wrong recipient as a result of incorrect instructions provided by you. You may only submit Instructions through the Metaprise Platform and you acknowledge and agree that BankProv will not be responsible for executing any instructions submitted through third party providers outside of the Metaprise Platform.

### **c) Confirmation**

Upon submission of your instructions, you will receive a payment confirmation that details: (i) any applicable fees assessed by Metaprise or BankProv on the Payment; and (ii) your Instructions for delivery including recipient account information (the "Confirmation"). The Confirmation will be displayed in the platform and/or sent by email to the email address associated with your Metaprise Account. Please contact Customer Support at customer at [customer@metaprisebanking.com](mailto:customer@metaprisebanking.com) if you do not receive a Confirmation. You should review the Confirmation carefully and notify Customer Support immediately if you identify any errors or if any information or instructions included on the Confirmation is incorrect. All Payments are final upon receipt of Confirmation and cannot be canceled or amended unless otherwise required by law.

### **d) Rejected Payments**

BankProv and Metaprise reserve the right to reject, cancel, delay or block any Payment for any reason, including without limitation because: (i) providing Services to you or processing a particular Payment would constitute a violation of applicable law; (ii) you fail to provide adequate verification of your identity or the purpose of your Payment; (iii) you fail to provide any additional information requested by BankProv; (iv) you provide false or misleading information; (v) BankProv and/or Metaprise believes in our/its sole discretion that the Payment is unauthorized, fraudulent or inauthentic; (vi) you have insufficient funds; or (vii) you are otherwise in breach of these Terms or the Metaprise Platform Terms.

### **e) Insufficient Funds**

You must have sufficient funds to cover the full amount of any Payment that you wish to make. Your instructions may be declined by BankProv or Metaprise if you do not have enough funds or if you exceed applicable limits. Where there are insufficient funds for one or more Payments at settlement cut-off time, we reserve the right to make the Payment at our discretion. Daily or periodic limits may be imposed on the amount of Payments you may enter into. You understand that any payment instruction provided to us through the Metaprise Platform or activity performed in connection with your Metaprise Account (including electronic fund transfers “EFTs”) using the Services shall be deemed authorized and valid and we are under no obligation to investigate the instruction or activity.

## **9. Settlement**

### **a) Requirements**

The issuance of a Confirmation means the Payment has been created and cannot be canceled by you. The relevant proceeds due and payable in connection with a Payment will be deducted from your Metaprise Receiving Account on the date designated by you in your Instructions to BankProv, for the Payment to be transferred to the payee (“Payment Date”). You must ensure that there are sufficient funds available by the relevant Payment Date.

### **b) Timing**

If a Payment Date does not fall on a business day, the Payment Date may be carried over to the following business day. If we receive your Instructions after our settlement cut-off time on a business day, then the Payment Date may be extended to the following day.

A business day is Monday through Friday from 9:00 AM to 5:00 PM Eastern Standard Time with the exclusion of Federal holidays.

Funds from deposits via Standard ACH transfers, and wire transfers, will be available on the first business day after the day of your deposit if the deposit meets certain conditions.

Only Same Day ACH transfers may be processed within the same business day, if certain criteria is met. The morning submission deadline is at 10:30 AM ET, with settlement occurring at 1:00 PM. The afternoon submission deadline is at 2:45 PM ET, with settlement occurring at 5:00 PM.

## **10. Cancellations and Reversals**

### **a) Cancellation Requests**

We will honor your request to cancel or recall any Payment so long as the funds have not been dispatched or delivered to the intended recipient prior to receipt of your cancellation request. Cancellation requests may be submitted by contacting the Metaprise Customer Support team at [customer@metaprisebanking.com](mailto:customer@metaprisebanking.com). Refunds for eligible cancellations will be credited to your Metaprise Receiving Account and made available for withdrawal as soon as practicable, but in no event later than as may be required by applicable law.

### **b) Reversals**

We may need to reverse a transaction and either deduct funds we have credited to your Account, or return funds we have debited from your Account, including in the following circumstances: (i) the sender, or any relevant service provider, reverses a transaction; (ii) the sender made a transfer to you by mistake; (iii) you have provided us with incorrect instructions for the transaction; or (iv) we suspect that a transaction is fraudulent, or is in breach of this Agreement or applicable law.

### **c) Delays or Cancellations**

BankProv and/or Metaprise (as applicable) may in our/its sole discretion reject, cancel or delay a Payment in certain circumstances, including without limitation if: (i) we suspect fraudulent or unauthorized activity in relation to your account; (ii) you are in default of the Terms or any other terms with us, Metaprise, or our service providers; (iii) your Payment exceeds any applicable transfer limits as applicable to the terms of services; (iv) a situation arises outside our and/or an Metaprise's reasonable control; or (v) if required by applicable law. In no event will BankProv or Metaprise be liable for any losses resulting from such delay, cancellation or rejection.

### **d) No Negative Balance**

You may not have a Negative Balance. If any transaction or charges (including any chargeback, reversal of a transaction, or deduction of fees) results in your Metaprise Account falling below zero, you must immediately fund your account to restore a positive balance. If you fail to remedy the negative balance, we may suspend use of the Services and deem you in default of the Agreement. We may also take reasonable steps to recover any amount owing to us (such as taking legal action or using debt collection services).

## **11. Metaprise Fee Schedule**

Fees for BankProv account related Services are listed on the fee schedule posted to the Metaprise Platform (the "Metaprise - BankProv Account Fee Schedule"), or as otherwise agreed between us and you. Fees and the BankProv Fee Schedule are subject to change at any time and without notice to you, unless required by law. Please be advised that the receiving bank or other third-party financial institution may independently assess fees on a Payment. We are not affiliated with the receiving bank or any intermediary bank and therefore cannot provide any information on such fees. You should consult directly with the beneficiary bank for information regarding those assessments of receiving or intermediary fees. Any fees charged by BankProv and/or Metaprise in relation to a Payment will be deducted from your balance. If you do not have sufficient funds to cover the fees, your Instructions will not be accepted or processed. Please be advised that BankProv is responsible only for fulfilling the domestic USD services listed on the BankProv Fee Schedule.

## **12. Unauthorized Transactions and Fraud**

### **a) Security Procedures**

To add an extra layer of security, we allow you to utilize certain authentication measures to protect your account and transactions. You can enable two-factor authentication (2FA) in which, in addition to logging on with your user ID and password, we will provide a unique identification number which must be provided in order to authenticate your account (a "Security Procedure"). When enabled, you acknowledge that the Security Procedures are used to verify the authenticity of, and not to detect errors in, any transfer instructions.

Accordingly, you agree that if you enabled such security measures, you accept the terms of this Security Procedure.

### **b) Obligation to Safeguard**

You agree to keep any account information, Account Details, security codes, two factor authentication, passwords or other confidential identification number used to access the Services (collectively, "Login Credentials") secure and strictly confidential and to not permit disclosure of such information to any unauthorized person. You agree to immediately notify Metaprise if this information has become known to, or been used by, an unauthorized person. You acknowledge that we have no method to determine whether a transaction conducted with use of a valid account name, account number, password and/or

security code was proper, and you therefore authorize us to complete any transaction made with the use of such information.

**c) No Liability**

You agree to be responsible for any transaction initiated with the use of valid Login Credentials or any access device. For the avoidance of doubt, if any transaction initiated received or processed by Metaprise and/or BankProv purports to be transmitted or authorized by you, it will be deemed effective as your transaction request and you shall be obligated to pay Metaprise and/or BankProv the amount of transaction, even if you later claim that the transaction was not authorized by you, provided Metaprise and/or BankProv acted in compliance with the Security Procedures. If a transaction received by Metaprise and/or BankProv was transmitted or authorized by you, you shall be obligated to pay the amount of the transaction, whether or not Metaprise and/or BankProv complied with the Security Procedures and whether or not that transaction was erroneous in any respect or that error would have been detected if Metaprise and/or BankProv had complied with such Security Procedures. Neither BankProv, nor Metaprise, nor any of their service providers, shall be liable for any loss, claim, or damage sustained as a result of the use of your Login Credentials or access device whether such transaction was authorized or not and you agree to indemnify and hold harmless BankProv and Metaprise for any such transaction alleged to be unauthorized.

**d) Obligation of Care**

You agree that you will exercise ordinary care in managing your Metaprise Account. In exercising ordinary care, you shall have the duty to: carefully examine your transaction history for fraudulent or unauthorized transactions and promptly notify us of any such transaction; timely reconcile your transaction history with your internal records to detect any other discrepancies, including any missing or diverted deposits; implement security precautions regarding the use and access of your Metaprise Account through any access device. Your failure to exercise ordinary care will constitute negligence and will preclude you from asserting against Metaprise and/or BankProv any unauthorized transaction on your Metaprise Account.

**e) Limitation to File Claim**

You agree that no legal proceeding or action may be commenced against Metaprise and/or BankProv to recover any amounts alleged to have been improperly paid out due to any fraudulent or unauthorized transaction unless: (i) you have timely provided written notice as required by subsections (a) and (b) of this Section 12 (Fraud and Unauthorized Transactions), and (ii) such proceeding or action shall have been commenced within six (6) months from the date that the unauthorized transaction took place. Any proceeding or action not brought within one year from the date of the first statement containing the unauthorized transaction is forever barred.

**f) Obligation to Cooperate**

If you report any unauthorized transaction, you agree to cooperate with Metaprise and/or BankProv in its investigation of the claim. This includes preparing an affidavit and report containing whatever information Metaprise and/or BankProv requires concerning the account information, the transaction and the circumstances surrounding the loss.

**g) No Sanctions Administered by the U.S. Government**

You represent, warrant and covenant to Metaprise and BankProv that you are not subject to sanctions administered by the U.S. government, including the Office of Foreign Assets Control ("Sanctioned Persons").

#### **h) Limitation of Liability**

You agree that we have a reasonable time to investigate the facts and circumstances surrounding any claimed loss and that we have no obligation to provisionally credit your Metaprise Receiving Account Balance. Our maximum liability is the lesser of actual damages proved or the amount of the unauthorized withdrawals, reduced by an amount which could have been avoided had you exercised ordinary care. In no event will Metaprise and/or BankProv be liable for special or consequential damages, including loss of profits and opportunity or for attorneys' fees. We will not be liable for any items that are forged or altered in such a way that such forgery could not be reasonably detected.

#### **13. Prohibited Activities**

You must not use the Services for any illegal transaction or activity, including those prohibited by the Unlawful Internet Gambling Enforcement Act. This prohibition includes any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, in the jurisdiction in which we are located, or in any other jurisdiction affected by the transaction. You are responsible for determining the legality of each of your transactions in all applicable jurisdictions before entering into the transaction. We have no obligation to monitor, review or evaluate the legality of any transaction. Nevertheless, we may deny transactions or authorizations if we believe the transaction is or may be illegal. We reserve the right to refuse or return any item that we believe is related to an illegal transaction, an Internet or online gambling transaction or a high-risk transaction. To the fullest extent permitted by law, you agree to pay for any item or transfer that you authorized, even if the transaction related to that item or transfer is determined to be illegal.

#### **14. Account Termination or Suspension**

We reserve the right to terminate or suspend your use of the Services, upon notice to you, at any time and for any reason or no reason (subject to applicable law), including without limitation if:

- We suspect you are utilizing the Services for criminal activity or that your Metaprise Receiving Account is being used fraudulently;
- We reasonably believe you are in violation of applicable law or regulation;
- We are legally required to do so, including by any relevant governmental authority;
- You have breached the Terms;
- Your Metaprise Account has been inactive for an extended period of time (as reasonably determined by us);
- You provide false, misleading or inaccurate information, or we have been unable to verify any information you have provided;
- You notify us, or we suspect or identify, any suspected or actual unauthorized transactions;
- You have a negative balance and you haven't promptly repaid the amount owing to us;
- Metaprise informs us of any of the above with respect to the services they provide to you, or you have breached the Platform Terms; or
- Metaprise, or other service provider necessary to provide the Services, requires us to terminate the Agreement.

If we terminate your use of the Services, we will promptly make available for withdrawal any funds that are not otherwise restricted or held for settlement of outstanding transactions, including fee payments.

#### **15. Closing Your Account**

You may close your Metaprise Account and terminate your relationship with us at any time by contacting Customer Support by emailing at [customer@metaprisebanking.com](mailto:customer@metaprisebanking.com). You will remain liable for any



outstanding obligations after closure. You must withdraw your Receiving Account Balance before closing it. You may not close your Metaprise Account with us if your account reflects a negative balance.

## **16. Dormant Accounts**

State laws (called "escheat" or unclaimed property laws) require us to deactivate your Receiving Account and transfer your money to the state if your Receiving Account is dormant for a period of time as defined by your state of residence. Your Receiving Account can become dormant if there is no transactional activity for a period of time defined by the applicable state law. If your Receiving Account becomes dormant, you can still view your accounts online on the Metaprise Platform. State abandoned property law establishes guidelines under which unclaimed property must be surrendered to the applicable state. Generally, the funds in your Receiving Account are considered unclaimed if you have not had any activity or communication with us regarding your Receiving Account over a period of years, defined by your state of residence. All products offered by us are subject to abandoned property laws. If your funds are surrendered to the state, you may be able to reclaim them, but your claim may need to be presented to the state. You can avoid the transfer of your money to the state simply by signing into your Metaprise Account, transacting periodically, or contacting us, or replying to any abandoned property correspondence.

## **17. Legal Process and Claims**

If we receive a levy, attachment, or other legal process against you we may refuse to permit withdrawals or transfers from your Account until the legal process is dismissed or satisfied. Any levy, attachment, or other 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 Metaprise Account. If we receive a claim against your funds, or if we know of or believe that there's a dispute as to the ownership or control of funds held by us for your benefit, we may, in our discretion: (1) place a hold on your funds and refuse to pay out any funds until we're satisfied that the dispute is settled; (2) close your Account and send the balance to the named account holder(s); (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.

## **18. Bankruptcy Cost**

If your Metaprise Account becomes subject to a receivership, court order or bankruptcy, and we incur costs as a result thereof, you agree to reimburse us for such costs (including legal fees).

## **19. Power of Attorney/Agents**

References to you herein also include any person who you authorize to act on your behalf, whether by following the process we require or on your own (for example, by creating a power of attorney). If you name such an agent, you acknowledge and agree that:

- a) We may require that you use forms we approve and require each owner to sign the form to be effective;
- b) The powers you give to your agent, and any limitations on those powers, are between you and your agent, even if we have expressed written notice of those powers. You understand and agree that we have no duty or responsibility to monitor the acts of your agent or ensure that the acts of your agent are for your benefit;
- c) You will not hold us responsible for any loss or damage you incur as a result of us following Instructions given to us by your agent;

d) You are responsible to us for any actions of your agent, regardless of whether those actions exceed the authority given or whether the agent is formally nominated by all the owners or less than all the owners;

e) The agency will end after the owner notifies us in writing to end the agency and we have had a reasonable opportunity to act on it; and

f) If you authorize any third person, such as a bookkeeping service, an employee, or agent of yours to retain possession of or prepare items or any transactions using your Account Details, you agree to assume full responsibility for any errors or wrongdoing performed or caused by such third person or any of its agents or employees.

## **20. Privacy**

You authorize us to share information about you and your use of the Services with our affiliates and third parties, unless applicable law or our Privacy Policy prohibits us from doing so. Please see our Privacy Policy for your choices about information sharing. Additional services provided by Metaprise may be subject to additional privacy policies, as further described in the applicable Metaprise Platform Terms.

## **21. Disclaimer**

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

## **22. Reimbursement for Losses**

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.

## **23. Indemnification**

You agree to defend, indemnify and hold harmless BankProv and Metaprise (and each of BankProv and Metaprise respective affiliates, subsidiaries, officers, directors, employees, contractors, agents, licensors and suppliers) from and against any and all claims, losses, judgments, damages, interest and expenses including without limitation reasonable attorneys' fees arising out of or relating to any claim, action, or other proceeding that arise out of or relates to: (i) any actual or alleged breach of your obligations, representations or warranties set forth in the Terms; (ii) your wrongful or improper use of the Services; (iii) your violation of any federal or state law, rule, or regulation of the United States, or any other country; (iv) any other party's access and/or use of the Services using your log-in or security credentials; (v) any overpayment, invalid instructions, or payment caused by you; (vi) your violation of the rights of a third party; or (vii) the actions or inactions of any third party to whom you grant permissions to use your account or the Services.

## **24. Limitation of Liability**

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER BANKPROV NOR METAPRISE, NOR THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS ARE 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 YOUR NEGLIGENCE, ACTS OR OMISSIONS OF THIRD PARTIES, INTERRUPTION OR MALFUNCTION OF EQUIPMENT OR COMMUNICATION FACILITIES, 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, PROVIDED THE BANK EXERCISED SUCH DILIGENCE AS THE CIRCUMSTANCES REQUIRE. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE BANK SHALL BE EXCUSED FROM SUCH FAILURE TO ACT OR DELAY AS LONG AS SUCH CIRCUMSTANCES PREVAIL, AND THE BANK CONTINUES TO USE ITS COMMERCIALY REASONABLE EFFORTS TO RECOMMENCE PERFORMANCE. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE 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 BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES.

To the fullest extent permitted by law, we are not liable for the Metaprise Platform, the services or products of Metaprise offered under the Metaprise Terms of Services of Metaprise offered under the Platform Terms, and we disclaim all warranties, either express or implied or statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose and lack of viruses related to the Metaprise Platform. Any delays, loss or inquiries regarding the foregoing must be directed to Metaprise at [customer@metaprisebanking.com](mailto:customer@metaprisebanking.com).

## **25. Liability for Service Interruptions**

From time to time, due to maintenance, malfunctions or failures of software, equipment, or telecommunications devices, as well as unusual transaction volume or similar reasons, access to the Services may not be available to you. Access to the Services may also be interrupted as a result of things beyond our reasonable control, computer failures, loss of power, failure or interruption of communication or transportation facilities, riots, strikes, or civil unrest. You agree that we shall not be responsible for any loss, damages, costs or expenses that you may suffer or incur, directly or indirectly, as a result of the unavailability of access to the Services, regardless of whether it could be shown that we could have prevented or reduced the duration of such unavailability by taking any action within our reasonable control. We shall also not be responsible for any loss, damages, costs or expenses which you may suffer or incur, directly or indirectly, as a result of your inability to access the Services caused directly or indirectly, in whole or in part, by your computer or mobile device, your inability to establish a connection to or to access the Internet, or other limitations or constraints of the Internet. We are under no obligation to provide notice of any unavailability of the Services. The provisions set forth in this section shall apply in addition to any other provisions in this Agreement, but as applied to service interruptions for access to the Services, this section shall control.

## **26. Arbitration and Waiver**

THIS ARBITRATION PROVISION WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. PLEASE READ THIS SECTION 26 (ARBITRATION AND WAIVERS) CAREFULLY. For a dispute subject to arbitration, neither you nor we will have the right to: (A) have a court or a jury decide the dispute; (B) engage in information-gathering (discovery) to the same extent as in court; (C) participate in a class action in court or in class arbitration; or (D) join or consolidate a claim with claims of any other persons. Arbitration procedures are simpler and more limited than rules applicable in court. The decision of the arbitrator is final and binding.

**a) Definitions.** If you have a dispute with us or our Service Provider, and we are not able to resolve the dispute informally, you and we agree that upon demand by either you or us, the dispute will be resolved through the arbitration process as set forth in this section. A “claim” or “dispute,” as used in this Section 26 (Arbitration and Waivers), is any unresolved disagreement between you, us and/or our Service Provider, arising from or relating in any way to the Services or this Agreement. The terms “claim” and “dispute” are to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any disagreement relating in any way to services offered in connection with the Services or any other services offered pursuant to this Agreement; to your use of any of our banking products or services; to any means you may use to access your Metaprise Account(s); to any advertisements, promotions or oral or written statements related to the Services; to the benefits and services related to the Services; or your approval, registration for use of the Services. Claims also include disagreements about the meaning, application or enforceability of this arbitration agreement. As solely used in this Section 26 (Arbitration and Waivers), “we” or “us” shall include the Bank, its affiliates and service providers and their successors, employees, directors, officers and agents, and the terms “you” or “yours” shall mean any and all persons or entities approved to have, approved to use and/or given access to the Services.

**b) Binding Arbitration and Appeals**

Arbitration applies whenever there is a claim between you and us. If a third party is also involved in a claim between you and us, then the claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. Claims are subject to arbitration, regardless of on what theory they are based, whether they seek legal or equitable remedies, or whether they are common law or statutory (Federal or state) claims. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. Judgment upon the arbitrator’s award may be entered by any court having jurisdiction. The arbitrator’s decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the claim exceeds \$25,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$25,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum. The panel shall reconsider all new factual and legal issues, following the same rules of procedure and decide by majority vote. Reference in this Section 26 (Arbitration and Waivers) to “the arbitrator” shall mean the panel if an appeal of the arbitrator’s decision has been taken.

**c) Initiation of Arbitration**

Any claim must be resolved, upon the election by you or us, by arbitration pursuant to this Section 26 (Arbitration and Waivers) and the code of procedures of the national arbitration organization to which the claim is referred in effect at the time the claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services (“JAMS”) or the American Arbitration Association (“AAA”), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you have the right within ten (10) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org). In the event that JAMS or the AAA is unable to handle the dispute for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties pursuant to the AAA rules of procedure; or, if the parties cannot agree, selected

by a court in accordance with the Federal Arbitration Act (Title 9 of the United States Code) (“FAA”). To the extent that there is any variance between the selected forum’s rules and this Section 26 (Arbitration and Waivers), this Section 26 (Arbitration and Waivers) shall control. If you initiate the arbitration, you must notify us in writing at: customer@metaprisebanking.com. If we initiate the arbitration, we will notify you in writing at your last known address in our file.

**d) Class Action and Jury Waiver**

NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION, OR TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, UNLESS THOSE PERSONS ARE BENEFICIARIES ON YOUR ACCOUNT. THIS IS SO WHETHER OR NOT THE CLAIM HAS BEEN ASSIGNED. FURTHER, NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA.

**e) Location of Arbitration and Cost**

The arbitration shall take place in the State of Delaware, unless the parties agree to a different location in writing. The party initiating the arbitration (or appeal of the first arbitration award) shall pay the initial filing fee. All fees and costs will be allocated in accordance with the rules of the arbitration forum. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but the arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by this Agreement, the forum’s rules, or applicable law.

**f) Governing Law**

You and we agree that in our relationship arising from this Agreement: (1) the parties are participating in transactions involving interstate commerce; (2) the arbitrator shall decide any dispute regarding the enforceability of this arbitration agreement; and (3) this arbitration agreement and any resulting arbitration are governed by the provisions of the FAA, and, to the extent any provision of that act is inapplicable, the laws of the State of Delaware. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

**g) Continuation and Severability**

This Section 26 (Arbitration and Waivers) shall survive termination of your Metaprise Account, this Agreement and any bankruptcy by you or us. If any portion of this Section 26 (Arbitration and Waivers) is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Section 26 (Arbitration and Waivers), this Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

**27. Governing Law**

All actions relating to this Agreement, will be governed by the laws and regulations of the United States and the State of Delaware (to the extent that laws of the State of Delaware are not preempted by federal law). Federal and the laws of the State of Delaware shall be applied without giving effect to principles of conflicts of law. To the extent any dispute arising under this Agreement or relating in any way to the Services or your relationship with us is not arbitrated, you consent to the jurisdiction of, and agree that

such dispute will be resolved by the Federal or state court located in Sussex County, Delaware. You must file any lawsuit or arbitration against us within one (1) year after the claim arises, unless otherwise required by applicable law. This limit is in addition to any limits on notice as a condition to making a claim. If Delaware law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as one (1) year, you agree to the shortest permitted time under Delaware law. Any action against us must be brought within the period that the applicable law requires us to preserve records, unless applicable law or this agreement provides a shorter limitation period.

## **28. Security Interest**

You grant us a security interest in your Receiving Account to secure payment of any money that you owe to us arising under this Agreement or any other agreements with us. You acknowledge and grant us the right to use any of the funds in your Receiving Account to cover any money you owe to us (a "right of set-off"). You agree that the security interests you have granted to us are consensual and in addition to any rights of set-off. We may exercise our security interest or right of set-off without prior recourse to other sources of repayment or collateral, if any, and even if such action causes you to lose interest, incur any penalty or suffer any other consequence. If we exercise our security interest or right to set-off, we will notify you to the extent required by applicable law. If the law imposes conditions or limits on our ability to take or set off funds in your Receiving Account, to the extent that you may do so by contract, you waive those conditions and limits, and you authorize us to apply funds as we deem applicable. We will consider this Agreement as your consent for us asserting our security interest or exercising our right of set-off should any laws governing your Receiving Account require your consent.

## **29. No Fiduciary Obligation**

You agree that any act or omission made by us in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in the State of Delaware, or any rule or regulation of the State of Delaware or a federal agency having jurisdiction over BankProv, shall constitute ordinary care. We do not assume any fiduciary obligation on your behalf. This means that we do not act as your trustee or financial advisor, and we don't assume any responsibility for your account beyond reasonable care.

## **30. Account Disputes**

If a dispute arises concerning your use of the Services, or if we believe we have a claim against you or we have or receive a claim by a third party to all or a portion of the funds in your Receiving Account, or if we have concerns regarding your use of the Services, we have the right to hold any portion of your funds until the dispute, claim, or concern is resolved to our satisfaction. We will not be liable to you if the hold we place on your funds leaves insufficient ability to cover outstanding transactions. If the dispute, claim or concern remains unresolved, you agree that we may at our option deposit the funds with a court and ask the court to determine to whom the property belongs. If we deposit your property with a court, you agree that we may charge you for our costs, including attorney's fees and expenses related to doing so.

## **31. Reporting Information**

We may report information about you to governmental agencies, law enforcement, and/or third-party data services, as applicable.

## **32. Compliance With Law**

You agree to comply with applicable law and to not use the Services for any illegal transactions or activities.

## **33. General**

**a) Changes to Agreement and Communications**

We may modify the terms of this Agreement, or any fees and features of the Services, at any time. We will give you advance notice of any change required by law in accordance with such law. We may provide this notice to you by emailing the notice to you directly at the email address we have on file for you or by posting the notice on the Metaprise website, or within the Platform. By providing BankProv or Metaprise with your email address, you consent to the use of the email address to send you Services related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Services. We may change or terminate this Agreement without notice to you in order to comply with any appropriate federal or state law or regulation.

**b) No Waiver of Rights**

If we fail to exercise or waive a right with one or more occasions, it does not mean we have waived, or are obligated to waive, the same right on any other occasion. We may release any other person obligated under this Agreement without affecting your responsibilities under the Agreement. In any event, no such waiver or delay by us is effective unless it is in writing and approved by us.

**c) No Assignment**

Your Metaprise Account and Receiving Account are not transferable and your balance is not assignable as collateral for a loan or for any other purpose.

**d) Other Services and Conflicts**

If we make available to you any of our other banking services, we may provide certain terms and conditions of the additional service to you in a separate agreement or disclosure. If a service we offer has a separate agreement, and there is a conflict between the terms of this Agreement and the separate agreement, the separate agreement shall control to the extent of such conflict.

**e) 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 thereby. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders unenforceable any provision hereof, and to the extent that such waiver is not permitted by applicable law, the parties intend that such provision be interpreted as modified to the minimum extent necessary to render such provision enforceable.

**f) Section Headings and Successors**

The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under the Agreement. This Agreement is and will be binding on your personal representatives, executors, administrators, and successors.

**g) Communications**

You acknowledge that communications to BankProv or Metaprise, including emails, may be accessed by unauthorized third parties when communicated between you, Metaprise and BankProv, using the Internet, telephone, or other electronic devices. We are not responsible for any misdirected data or disclosures that occur as a result of your use of third-party electronic communication channels.

**h) Survival**

Termination of this Agreement shall not impact any right or obligation arising prior to termination, and in any event, the parties agree that any right or obligation which, by its nature, should survive termination of this Agreement will survive any such termination (including, but not limited to Sections 26 (Arbitration and Waivers) and Section 33 (General) of this Agreement).

**Last Revised: 4-28-2023**