

## PAYCHEX PAY DEPOSIT ACCOUNT AGREEMENT

**NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS YOU OPT-OUT AS DETAILED IN THE ARBITRATION SECTION BELOW.**

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### Documents Enclosed or Attached Hereto

- Fee Schedule
- Your Ability to Withdraw Funds
- Electronic Funds Transfer – Your Rights and Responsibilities
- Online Banking Information
- Paychex Pay Rewards Terms of Service
- Bill Payments
- Privacy Policy

This Paychex Pay Deposit Account Agreement, together with the terms and conditions set forth in any other document we give you pertaining to your Account, including the Fee Schedule, Your Ability to Withdraw Funds, Electronic Funds Transfer – Your Rights and Responsibilities, Online Banking Information, Rewards Terms of Service, Bill Payments, and Privacy Policy, (collectively, this “Agreement”), set forth the terms and conditions under which Central Bank of Kansas City (“CBKC”) has provided the Account (as defined below) to you.

Please read this Agreement carefully and keep it for future reference. By clicking “I agree” on the Website or the Mobile App or by using or authorizing the use of the Account or the Card or by activating the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or have attained the age of majority if you reside in a state where the age of majority is over 18); (ii) you are a U.S. citizen or legal alien residing in one (1) of the fifty (50) states or the District of Columbia with a valid Social Security Number or Individual Tax Identification Number; (iii) the personal information that you provide to us in connection with the Account is true, correct, and complete; and (iv) you received a copy of this Agreement and agree to be bound by and to comply with its terms.

### 1. Definitions.

“**Account**” means the Central Bank of Kansas City demand deposit account, called the Paychex Pay Deposit Account by Central Bank of Kansas City.

“**Account Number**” means the unique number used to identify your Account.

“**ACH**” means the Automated Clearing House network, a funds transfer system governed by the Nacha (FKA National Automated Clearinghouse Association) rules that provides funds transfer services to participating financial institutions.

“**ATM**” means Automated Teller Machine.

“**Available Balance**” means your Balance less preauthorizations (described below).

“**Balance**” means the total amount of funds on deposit with us in your Account.

“**Business Day**” means Monday through Friday, excluding federal holidays honored by the Federal Reserve Bank of Kansas City, even if we are open for business. Any references to “days” found in this Agreement are calendar days unless otherwise indicated.

“**Card**” means the Paychex Pay Debit Mastercard® issued to you by CBKC pursuant to this Agreement that accesses the Account.

“**Card Network**” means Mastercard, the card network for your Card.

“**Card Number**” is the 16-digit number embossed or printed on your Card. NOTE: The Card Number is different from your Account Number.

“**Fee Schedule**” means the accompanying list of all program fees found in the Paychex Pay Deposit Account Fee Schedule.

“**Mobile App**” means the Paychex Pay mobile application available in the App Store and Google Play™ where certain information regarding your Account is available. Standard data and messaging rates from your wireless service provider may apply for use of the Mobile App.

“**Personalized Card**” means, if applicable, the Card embossed with your name that you will receive automatically within seven to ten (7-10) Business Days of obtaining your Account.

“**PIN**” means Personal Identification Number.

“**We**”, “**us**”, and “**our**” mean Central Bank of Kansas City, our successors, affiliates or assignees. Central Bank of Kansas City is a bank chartered under the laws of the State of Missouri and a Member of the Federal Deposit Insurance Corporation (“FDIC”).

“Website” means the internet page listed in the section entitled “How to Contact Us” where certain information regarding the Paychex Pay Deposit Account may be found.

“You”, “Your”, and “Accountholder” mean the person who has been provided the Account and is authorized by us to use the Account as provided in this Agreement.

Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural, and the plural includes the singular.

**2. 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 that identifies each person who obtains an Account. What this means for you: when you apply for an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. If we are not able to verify your identity to our satisfaction, we will not open your Account. We reserve the right to not open an Account for anyone in our sole discretion. We may also limit the number of Accounts that you have in our sole discretion. Your Account is subject to fraud prevention restrictions at any time, with or without notice.

**3. Fees.** The fees that apply to your Account are listed on the accompanying Fee Schedule and are also available on the Website and Mobile App (see section entitled “How to Contact Us”). You agree to pay the charges as shown on the Fee Schedule. All fee amounts will be withdrawn from your Account, except where prohibited by law. **NOTE: Fees assessed to your Balance may bring your Balance negative. Any time your Balance is less than the fee amount being assessed on your Account or your Balance is already negative, the assessment of the fee will result in a negative Balance on your Account or increase the negative Balance on your Account, as applicable. If that occurs, any subsequent deposits into your Account will first be applied to the negative Balance.**

#### **4. About the Account, in General.**

- a. Your Account is a demand deposit account. Your Account is not a prepaid account, credit card or gift card. Your Account is to be used only for personal, family, or household use. Your Account is not designated for business use and we may close your Account if we determine that it is being used for business purposes. You will not receive any interest on your funds in your Account. The funds in your Account will be insured to the maximum coverage limit provided by the FDIC, through us, once we have been able to verify your identity and receive the funds.
- b. Transfers from your Account may only be made electronically. Deposits to your Account may only be made electronically and, in some cases, you may transfer funds to your Account at Mastercard rePower® network locations. These features are described in more detail in section entitled “Depositing Funds to Your Account”. Therefore, Account services are not available at retail locations of Central Bank of Kansas City.
- c. The Account is nontransferable, may not be resold, and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You agree to only use the Account for personal, family or household purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law. All dollar amounts stated herein are in U.S. Dollars unless expressly stated otherwise.
- d. You may not use your Account for any online gambling, escort services, or any illegal transaction. You may not use CBKC's routing number or your Account Number in connection with the creation and/or negotiation of any financial instruments, such as checks which we have not authorized. You do not have the ability to write checks on your Account.
- e. You are responsible for all authorized transactions initiated and fees incurred by use of your Account. If you permit another person to have access to and use your Account, Account Number, Card, Card Number or Card PIN, we will treat such permission as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are responsible for the authorized use and security of your Account information according to the terms and conditions of this Agreement.
- f. Your Account must be held in the name of one (1) individual only. Joint ownership of the Account is not permitted. Your Account cannot be owned as “Payable on Death” (POD), “Transfer on Death” (TOD), “In Trust For” (ITF) or under similar designation.
- g. You agree that your appointed person will notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from your Account until we are: (i) notified of your death or adjudication of incompetency, and (ii) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death, we may pay or process transactions on your Account on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in the Account. We may require additional documentation to confirm any such claims made on the Account.
- h. You may give another person authority to make transactions on your Account by giving power of attorney to another individual. If you execute a power of attorney in favor of another person regarding the Account, you are referred to in this paragraph as the “Principal.” The person granted the power of attorney for the Principal is known as the “Agent.” We may refuse to accept a power of attorney for reasonable cause, and we may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible to provide us with any information if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until (i) we receive written revocation from the Principal; (ii) we receive written notification of the Principal's death, or (iii) we receive written notification of the death or incapacity of the Agent.

**5. Depositing Funds to Your Account.** You may deposit funds to your Account any time after your identity has been verified, subject to the limitations in this Agreement and the accompanying Fee Schedule. We may assess a fee for one (1) or more of the deposit options described below. See the accompanying Fee Schedule for more details. There may also be a fee from the originating bank or a third party involved in the deposit process. We may, at our sole discretion, refuse to accept any deposit. Cash transfers will not be FDIC insured until we receive the funds even if we make the funds

available to you prior to receipt thereof. We will give only provisional credit until collection is final for any items we accept for deposit. Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. If any item is returned unpaid, we will debit your Account and assess any other fee we pay or loss we incur and you are liable to us for all costs and expenses related to the collection of any amount from you. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect, we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. See the disclosure document titled Your Ability to Withdraw Funds provided to you for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. Funds may be deposited to your Account through the following means:

- a. **Direct Deposit.** Funds may be deposited to your Account (including all or part of your paycheck or any federal or state government benefit or payment e.g., federal tax refunds or Social Security payment) by use of the Automated Clearing House (ACH), commonly referred to as "direct deposit". To arrange for direct deposit, you will need to provide your employer or relevant government payer our routing number (101019084) and your Account Number. A direct deposit form is available on the Website and in the Mobile App. Your employer or benefits provider may also have a form you can use. You may obtain your Account Number by contacting us by phone or logging into your Account on the Website or in the Mobile App once your Account has been opened (see section entitled "How to Contact Us"). The 16-digit Card Number embossed or printed on your Card should not be used for initiating direct deposits or your deposits will be rejected. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, the person or company making the deposit may tell you every time they send us the money. You may also call us to find out if your direct deposit has been received (see section entitled "How to Contact Us"). You agree that only direct deposits in your name or the name of someone for whom you have the legal authority to accept funds will be deposited to the Account. All other direct deposits in the name of anyone else may be declined and returned. If we discover that a direct deposit in the name of someone else was successfully deposited to your Account, we may deduct the amount of the deposit and return it. You should check with the payer to determine the effective date for any direct deposit they send to your Account.
- b. **Early ACH Deposit.** If applicable, for direct deposits that we accept to your Account, those funds you deposit with us may be available to you earlier than normal. In order for you to be paid early, your payroll or benefits payment provider must submit the deposit early. It is important to note that your payroll or benefits payment provider may not submit the deposit or payment early each payment period. Be sure to ask your payroll or benefits payment provider when they submit your deposit information to the bank for processing. Early deposit of funds will begin upon the 2nd qualifying deposit. To be eligible for early ACH, a qualifying deposit is defined as a direct deposit greater than \$5.00 received from the same payer. Please note that even if we make funds available to you prior to our actual receipt, those funds will not be FDIC insured until we actually receive them.
- c. **Cash Deposits.** You may add funds to your Account by presenting cash and the Card at participating Mastercard rePower network locations (see [mastercard.us/en-us/consumers/get-support/reload-a-prepaid-card.html](https://www.mastercard.us/en-us/consumers/get-support/reload-a-prepaid-card.html) for participating merchant locations). Mastercard rePower will transfer the funds to us for deposit. Cash transfers will not be FDIC insured until we receive the funds even if we make the funds available to you prior to receipt thereof. Cash transfer services are provided by third parties. Even though we may allow these services to deposit money to your Account, we do not provide these services and are not responsible for any service issues that arise with them, except as otherwise stated in this Agreement. Use of a cash transfer service is subject to the terms and conditions established by the provider of such service. The third parties providing such service may charge a fee.
- d. **Transfers From Another Bank Account.** Funds may be deposited to your Account from an eligible checking or savings account held at a U.S. financial institution by means of an Automated Clearing House ("ACH") transaction initiated by you with the originating bank. You agree that only deposits in your name or the name of someone for whom you have the legal authority to accept funds will be deposited to the Account. All other deposits in the name of anyone else may be declined and returned. The originating bank may charge you a fee.
- e. **Transfers Through Other Third Parties.** At our sole discretion, we may enable your Account to accept funds from sources other than you for certain payments, stipends, or compensation. You must be the designated beneficiary of the payment and cannot accept payments on behalf of another person.
- f. **Remote Deposit Capture.** This service allows you to electronically deposit the proceeds of a check to your Account by capturing images of the check via the Mobile App. This service is provided and managed by Ingo Money, Inc., and First Century Bank, N.A. and is subject to the Ingo Money and First Century Bank Terms and Conditions and Privacy Policy available at [ingomoneyapp.com](https://www.ingomoneyapp.com). Fees and data rates may apply. Ingo Money, Inc., and First Century Bank, N.A., are not affiliated with Central Bank of Kansas City.

For additional information about how to deposit funds to your Account, visit the Website or log into the Mobile App (see section entitled "How to Contact Us"). All funds are subject to anti-fraud verification procedures that may delay access to the funds. You agree to present the Account Number and meet identification requirements to complete deposit transactions as may be required from time to time. We also reserve the right to reject any requests to deposit funds to your Account. All deposits must be made in U.S. dollars. We will not accept any checks of any kind or cash mailed to us or otherwise provided to us. Presenting money orders to us are not acceptable forms of deposits to the Account. All money orders sent to us for deposit to the Account will be returned unless the full amount may be applied towards a negative Balance, in which case the money order may or may not be deposited to the Account at our discretion. You cannot deposit funds to your Account at any ATMs. You cannot deposit funds to your Account by wire transfer.

## 6. Withdrawing Funds from your Account.

- a. **One-Time or Recurring ACH Transfers.** You may initiate an ACH request from your Account to be sent externally or provide another party the ability to initiate transfers from your Account (on a one-time or recurring basis) through an ACH transaction. If you authorize the party initiating the withdrawal with advance authorization to make recurring ACH transfers to or from your Account, the transfers are referred to as "preauthorized transfers". The maximum amount of funds you may use for ACH Withdrawals is described below in the section entitled "Limitations on Frequency and Dollar Amounts of Transactions".

- b. **Mastercard Send® – Original Credit Transaction (OCT).** You may initiate an OCT request from your Account (on a one-time or recurring basis) from the Mobile App or online to be sent externally to an eligible debit or reloadable prepaid card. The maximum amount of funds you may use for OCT on a daily basis is described below in the section entitled “Limitations on Frequency and Dollar Amounts of Transactions”. As shown on the Fee Schedule, you will be charged a fee for each OCT.
- c. **Using Your Card to Withdraw Cash.** With your PIN, you may use your Card to: (i) withdraw cash from your Account or check your Available Balance at any ATM that bears the Mastercard or MoneyPass® logo, or (ii) withdraw cash from your Account at merchants or banks that have agreed to provide cash back at point-of-sale (“POS”) terminals bearing the brand mark of your Card Network. The maximum amount of cash you may withdraw at an ATM on a daily basis is described in the “Limitations on Frequency and Dollar Amounts of Transactions” section of this Agreement. We may limit the amount of any individual ATM withdrawal, and merchants, banks and ATM operators may impose additional withdrawal limits. See attached Fee Schedule for information on the fees we assess for cash withdrawal and Balance inquiry transactions. You may also be charged a fee by the ATM operator or any network used (and you may be charged a fee for a Balance inquiry even if you do not conduct a withdrawal). Such third-party ATM fees will be deducted from your Account in addition to any fees stated in the accompanying Fee Schedule. You may also use your Card to request a cash withdrawal from a bank teller.

**7. Card Purchases; About Your Card.**

- a. **Account Purchases.** You may use your Card to access funds in your Account to purchase goods and services from merchants that accept Cards bearing the brand mark of your Card Network. You may use your Card Number without presenting your Card (such as for a mail order, telephone, or Internet purchases). If you use your Card Number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself.
- b. **Personalized Card.** You will automatically receive a Personalized Card in the mail typically within seven to ten (7-10) business days after opening your Account. You may activate your Personalized Card by calling the telephone number on the back of the Card or by logging into your Account in the Mobile App or on the Website (see section entitled “How to Contact Us”).
- c. **PIN.** You will be required to set a PIN when you activate your Card. Only one (1) PIN will be issued for the Account. Your PIN can be used to obtain cash (see section labeled “Using Your Card to Get Cash”) or to make purchases everywhere your Card is accepted. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately by following the procedures described in the “Unauthorized Transfers” section of the disclosure document titled Electronic Funds Transfers – Your Rights and Responsibilities.
- d. **Miscellaneous.** You may not request an additional Card for another person. The Card is, and will at all times remain our property, and must be surrendered upon demand. The Card is nontransferable, may not be resold, and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You agree to sign the back of the Card immediately upon receipt. You may not use your Card Number in connection with the creation and/or negotiation of any financial instruments, such as checks which we have not authorized. You agree to only use the Card for personal, family or household purposes. You may not use your Card for any online gambling, escort services, or any illegal transaction. You should not allow others to have access to and use your Card. If you do permit another person to have access to and use your Card, Card Number, or PIN, we will treat such permission as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are responsible for the authorized use of your Card and the security of your PIN according to the terms and conditions of this Agreement.
- e. **Limitations on Frequency and Dollar Amounts of Transactions.** We impose certain limitations on the number and/or dollar amount of transactions you can make with your Account and Card. For security reasons, we may further limit the number and/or dollar amount of transactions you can make with your Account and Card. We may also limit transactions made with certain types of merchants, including but not limited to merchants engaged in illegal activities, online or offshore gaming, or dating/escort services. We may increase or decrease these limits from time to time in our sole discretion and without prior notice to you, to the extent permitted by applicable law.

Account Activity Limits	Maximum
Cash Deposits	\$5,000 – Daily \$30,000 – Per Calendar Month
Deposits Excluding Cash	\$30,000 – Daily \$60,000 – Per Calendar Month
Third Party Transfers*	\$5,000 – Daily
ACH Withdrawal	\$7,500 – Daily \$60,000 – Per Calendar Month
Bank Teller Withdrawal**	\$30,000 – Daily \$60,000 – Per Calendar Month
ATM Cash Withdrawal (Domestic)**	\$510 – Daily \$3,500 – Per Calendar Month
Purchases (PIN & Signature)	\$10,000 – Daily \$60,000 – Per Calendar Month

Purchases with Cash Back**	\$500 – Daily \$5,000 – Per Calendar Month
Card to Bank Withdrawals**	\$500 – Daily \$60,000 – Per Calendar Month
OCT Withdrawal (Mastercard Send)	\$2,500 – Daily
Bill Payment(s)	\$10,000 – Daily \$20,000 – Per Calendar Month
*The third party conducting the transfer may also place certain limits on a transfer. **The bank, merchant, or ATM where the withdrawal takes place may also place certain limits on a withdrawal.	

Account Limits†	
Maximum balance of Account at any time (“Maximum Balance”)	\$30,000
†We may increase or decrease these limits or add additional limits from time to time in our sole discretion. We reserve the right to accept or reject any request to deposit funds to the Account if we reasonably suspect the Account is being used for prohibited purposes. Funds may only be deposited to the Account where the deposited funds are in the Account holder's name. We will provide advance notice of such changes when required by Law.	

**8. Using Your Account to Pay Bills.** You may use your Account to pay bills electronically using the optional bill pay service by logging in to the Website or Mobile App. Bill pay services and products are provided by third parties. Even though we may allow use of a bill pay service using your Account, we do not provide these services and are not responsible for any service issues that arise with them, except as otherwise stated in this Agreement. Use of a bill pay service is subject to the terms and conditions established by the provider of such service under the Bill Payments disclosure document provided to you. The maximum amount of funds you may use with the Bill Pay service on a daily basis is described in the section entitled “Limitations on Frequency and Dollar Amounts of Transactions”.

**9. Purchase Cushion.**

If Purchase Cushion is enabled on your Account, and if you satisfy the requirements described below, Purchase Cushion may be a feature available to you. As Described in this Agreement, you generally do not have the right to make transactions or incur fees in amounts exceeding the Available Balance. We reserve the right to deny any transaction if available funds in your Account are insufficient to cover any transaction, fees, or other charges. Purchase Cushion is an optional service. If you elect to participate (i.e., opt-in) and you have met the eligibility requirements for Purchase Cushion in the calendar month, as a courtesy, and in our sole discretion, we may, from time to time, approved PIN-based and signature-based Card purchase transactions that create a up to a \$50.00 negative Balance in your Account. You will not be charged a fee for use of Purchase Cushion, though other applicable fees may apply to transactions that use Purchase Cushion, as shown in the Fee Schedule. If we do not authorize the transaction, it will be declined.

- a. In order to be eligible for Purchase Cushion, (i) you must have an Account that is in good standing and has been open for at least thirty (30) days, (ii) we have confirmed you have completed recurring direct deposit transactions in the Account in the amount of \$500.00 or more within the last thirty (30) days, (iii) you must consent to the delivery of electronic communications and provide a valid email address so that we can contact you; (iv) you must enroll (that is, opt-in) for Purchase Cushion, and (v) you must have a positive Available Balance at the time Purchase Cushion is initially activated for you. Purchase Cushion will be activated on your Account within twenty-four (24) hours after you satisfy these requirements. After activation of Purchase Cushion, you must continue to receive recurring direct deposit transactions in the amount of \$500.00 or more every thirty-five (35) days. If you fail to receive such recurring direct deposit, Purchase Cushion will be immediately deactivated.
- b. If you are eligible for Purchase Cushion, we may authorize a negative Available Balance resulting from PIN-based and signature-based Card purchase transactions. Bill pay transactions, ATM transactions and ACH debit transactions are not eligible for the purchase cushion. You may only have one (1) negative balance of up to \$50.00 at a time.
- c. If a negative Balance in your Account is created through the use of Purchase Cushion, you agree that within thirty-five (35) days of its creation you will deposit sufficient funds to your Account to cover the negative Balance so that your Account has a zero (\$0.00) or positive Balance, or that you will otherwise immediately pay such an amount to us in full upon demand. If after thirty-five (35) days you have not deposited sufficient funds to cover your negative Balance or otherwise paid us, your Account will remain open to receive credits and deposits, which will be automatically applied to your negative Balance before they are available to you; however, you will not be able to make any transactions on your Account until your Account has a positive Balance, i.e., sufficient funds to cover the negative Balance and bring your Account to zero (\$0.00) or a positive Balance. If you have not deposited sufficient funds to your Account or otherwise paid us to cover the negative Balance within 60 days of the creation of the negative Balance, we may close your Account. If your Account has a negative Balance for longer than 60 days and we allow your Account to remain open, Purchase Cushion will be permanently deactivated.
- d. We will send you email notifications whenever (i) Purchase Cushion is activated or deactivated for your Account, and (ii) a transaction results in a negative balance in your Account. Standard message and data rates from your wireless service provider may apply. If you delete your email address from our records or withdraw your consent to receive electronic communications from us, Purchase Cushion will be immediately

deactivated. We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. It is your sole responsibility to ensure that the email address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current email address or if you provide another person access to your e-mail address.

- e. Once you have opted-in to Purchase Cushion, you may opt-out at any time in the Mobile App or on the Website.
- f. If your Account is closed, you cease being eligible for Purchase Cushion, you opt-out of Purchase Cushion, or if you voluntarily discontinue the use of your Account, you shall remain responsible for the negative Balance and agree that any credits or deposits made to your Account will be used to offset the value of the negative Balance, if any.
- g. You acknowledge that a negative Balance does not constitute an open-end line of credit. If we permit a negative Balance on one (1) or more occasions, we do not thereby obligate ourselves to permit a negative Balance on any future occasion, and we may refuse to pay a negative Balance for you at any time, even though we may have previously permitted negative Balances for you. We have no obligation to notify you before we approve or decline a transaction that would result in a negative Balance through the use of Purchase Cushion.

**10. Your Obligation for Negative Balances.** You acknowledge and agree that the value available in your Account for use or withdrawal is limited to the funds deposited to your Account excluding any pending deposits, minus pending authorizations, minus funds spent or withdrawn from the Account, and minus any and all applicable fees. Each time you use your Card, or another permitted method to access funds on deposit in your Account, you authorize us to reduce your Available Balance by the amount of the transaction and any applicable fees. You cannot use the Card or such other permitted method to complete a transaction if the amount of the transaction exceeds your Available Balance, unless we decide, in our sole discretion, to approve such transaction(s) because you have opted to participate in and have qualified for Purchase Cushion. It is important to keep track of your Available Balance because it will be your responsibility to determine if you have incurred a negative Balance. If any transactions cause the Balance to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative Balance and any corresponding transaction fees. We reserve the right to offset any negative Balance with any current or future funds, if any, in your Paychex Pay Savings Account funds without providing notice to you. Except as expressly authorized pursuant to Purchase Cushion, if a transaction occurs that creates a negative Balance in your Account, you agree that within thirty-five (35) days of its creation you will deposit sufficient funds to your Account to cover the negative Balance so that your Account has a zero (\$0.00) or positive Balance, or that you will otherwise immediately pay such an amount to us in full upon demand. If after thirty-five (35) days you have not deposited sufficient funds to cover your negative Balance or otherwise paid us, your Account will remain open to receive credits and deposits, which will be automatically applied to your negative Balance before they are available to you; however, you will not be able to make any transactions on your Account until your Account has a positive Balance, i.e., sufficient funds to cover the negative Balance. If you have not deposited sufficient funds to your Account or otherwise paid us to cover the negative Balance within sixty (60) days of the creation of the negative Balance, we may close your Account. If your Account is closed or if you voluntarily discontinue the use of your Account, you shall remain responsible for the negative Balance and agree that any credits or deposits made to your Account will be used to offset the value of the negative Balance, if any. You hereby grant us a security interest in your Account to secure any negative Balance. We reserve the right to offset any negative Balance by any current or future funds you may deposit or maintain in your Account or funds in any other account you maintain with us now or in the future.

#### **11. Understanding Your Available Balance.**

- a. If a merchant preauthorizes a Card transaction on your Account and then you do not make the purchase or payment of the item as planned, the preauthorization may result in a hold on your available funds in the Account for the preauthorized amount for up to thirty (30) days or more. This timeline is determined by the Card Network and/or the merchant. When you use your Account to pay for goods or services, such as at a restaurant, a hotel or rental car purchases, certain merchants may preauthorize the transaction for the purchase amount plus an additional amount (to ensure there are sufficient funds available to cover tips or incidental expenses incurred). Any preauthorized amount will place a hold on your Account's funds for the amount indicated by the merchant until the merchant sends us the final amount of your purchase. You will not be able to use the money in your Account that is pending until the transaction settles. Once the final payment amount is received, the preauthorization amount on hold will be removed. We will only charge your Account for the amount of the final transaction and will release any remaining amount when the transaction finally settles. If there are any funds on hold for any transaction, we cannot reverse the hold and give you back your money until the transaction settles. If you use your Account at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount (place a hold) on your Account of up to \$150.00 or more. This may cause your Account to be declined, even though you have sufficient funds available on your Account to pay for the transaction. We recommend you pay for your purchase inside with the cashier.
- b. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a declined transaction if we do not pay it or, if we do pay for it as described above, as a Purchase Cushion transaction.
- c. Generally, your deposits and withdrawals are processed as follows:
  - 1. Unless manual review is needed, Direct Deposits and any other ACH credits (including cash deposits) are added to your Available Balance at the time we receive and process the applicable ACH file or at the time we receive pending deposits that are immediately available for your use. ACH debits are deducted from your Available Balance in the order of lowest to highest dollar amount if multiple ACH debits are present in a single ACH file that we process. If you qualify for early ACH of your payroll or benefits, payment may be processed early. See section entitled "Early ACH Deposit" for the full details.
  - 2. Transactions received real-time during the day are processed as they occur. Debit transactions received during the day are debited from your Account as they occur if there is a sufficient Available Balance in the Account to pay them (for example, ATM and other Card transactions). Please note: Your Available Balance may not reflect every transaction you have initiated or previously authorized (e.g., preauthorized debit transaction holds that are later released).
  - 3. Fees for services we provide that have not already been debited from your Account are deducted from your Available Balance after other transactions have been processed.

**12. Obtaining Account Balance; Periodic Statements.** You are responsible for keeping track of and reconciling your Balance and your Available Balance. Merchants generally will not be able to tell you your Balance or Available Balance. It is important you know your Available Balance before initiating any transaction, as transactions may be declined for insufficient funds or exceeding your Account's limits and may result in a fee. You may access your Balance and Available Balance at no cost on the Website, in the Mobile App, or by contacting us by phone (see section entitled "How to Contact Us"). In order to obtain the Paychex Pay Deposit Account, you must agree to receive electronic communications. The Account statement shall be deemed received on the date that it is posted to the Website and Mobile App. Periodic electronic statements will be provided for each monthly cycle. If your Account is dormant, we may stop posting statements to the Website and Mobile App. Your Account is dormant if your Account has not had any customer-initiated activity, that is, no purchases; no cash withdrawals; no deposits; or no balance inquiry fees for one hundred and eighty (180) consecutive days. For security reasons, we may refuse a withdrawal or transfer from a dormant Account if we cannot reach you in a timely fashion to confirm the transaction's authorization.

**13. Other Important Information About Your Account.**

- a. **PIN and Non-PIN Transactions.** Merchants may limit the available options for the type of Card transactions you wish to conduct or may let you choose between a PIN ("Debit") transaction or a signature ("Credit") transaction at the point-of-sale. To initiate a signature transaction at the point-of-sale, select "Credit" and sign the receipt (if required by the merchant). To initiate a PIN transaction at the point-of-sale, select "Debit" and enter your PIN at the point-of-sale terminal. For mail order, telephone, Internet or other card-not-present purchases, merchants may choose to route a transaction as a PIN transaction without asking you to enter your PIN, which may subject you to PIN purchase fees. A merchant may also be permitted to route a transaction through as a PIN Debit without requiring you to enter your PIN even when your Card is present. In each of these circumstances, we recommend that you ask the merchant whether your transaction will be routed as a PIN or signature transaction, to the extent we assess different fees under the accompanying Fee Schedule for PIN and signature transactions, as we are not able to control how the merchant routes your transaction.
- b. **Use of Bank Routing Number and Account Number.** Our bank routing number and your assigned Account Number are to be used only for the purpose of initiating ACH payments to and from your Account and all such transactions must be performed within the U.S. The 16-digit Card Number embossed or printed on your Card cannot be used for initiating deposits and such deposits will be rejected. You are not authorized to use our bank routing number and Account Number to make a debit transaction if you do not have sufficient funds in your Account. These debits will be declined, and your payment will not be processed.
- c. **Fraudulent Account Activity.** We may block or close your Account if, as a result of our policies and procedures, we reasonably believe your Account is being used for fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. We will incur no liability because of the unavailability of the funds that may be associated with your Account. NOTE: If we contact you because we suspect your Account may have been compromised, your Account and Card will likely be unable to be used to complete a purchase or ATM withdrawal. We will attempt to contact you. If for whatever reason, we are unable to reach you, we will try to leave you a message. If we do so or if you are unable to use the Account or Card, please make every effort to return our call as soon as possible in order to reinstate transaction capabilities or to order you a new Card. These actions are taken to preserve your rights under the Electronic Funds Transfers – Your Rights and Responsibilities disclosure document provided to you and serve to potentially help to protect you from fraud. Please note that fees will continue to be assessed in accordance with the accompanying Fee Schedule while your Account is suspended.
- d. **Transactions Made Outside of the United States.** If you obtain funds or make a purchase in a currency other than the currency in which your Account was issued, the amount deducted from your funds will be converted by the Card Network into an amount in the currency of your Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by the Card Network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the Card Network itself receives or the government-mandated rate in effect for the applicable central processing date. The Card Network (independently of us) may assess a fee for currency conversion based upon the amount of the transaction in the currency of your Account and will retain this amount as compensation for its services. 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. If you obtain your funds or make a purchase in a currency other than the currency in which your Account was issued, you will be assessed an International Transaction Fee equal to a percentage of the transaction amount, but no less than one cent (\$0.01), by us. For specific fee information including the percentage assessed, see the Fee Schedule attached to this Agreement. Transactions made outside of the fifty (50) United States and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency. For security reasons, we may limit or deny use of your Account or Card in certain foreign countries. Some foreign merchants may allow you to complete your transaction in U.S. Dollars rather than the applicable foreign currency. Oftentimes, the merchant will assess a fee for such a service. You should inquire with the merchant before conducting the transaction, as we do not control the amount of such fee.
- e. **Security.** It is your responsibility to protect your Account, Account Number, Card, Card Number, and PIN. Do not discuss, compare, or share information regarding your Account, Account Number, Card, Card Number, or PIN with anyone unless you are willing to give them full use of your money. Thieves can use these to issue an electronic debit or to otherwise use or withdraw funds in your Account. If you furnish your Account Number, Card Number or Card to anyone else, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your Account Number, Card and Card Number can also be used to electronically remove money from your Account, and payment can be made from your Account even though you did not contact us directly and order the payment. Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your Account to help identify and limit fraud or other unauthorized transactions against your Account, such as commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. You agree that you will not waive any rights you have to recover your loss against

anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

#### 14. Miscellaneous.

- a. **No Warranty.** We are not responsible for the delivery, quality, safety, legality, or any other aspect of the goods and services purchased from merchants with the Account. All disputes concerning those matters should be addressed to the merchants from whom the goods and services were purchased. Merchants have no authority to make representations or warranties on our behalf, to bind us or to enter into any agreement on our behalf. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- b. **Receipts.** You should get a receipt at the time you make a transaction using your Account, including using your Card to access the Account. You agree to retain, verify, and reconcile your transactions and receipts.
- c. **Returns and Refunds on Transactions.** If you are entitled to a refund for any reason for goods or services obtained with your Account, you agree to accept credits to your Account for such refunds and agree to the refund policy of that merchant. There may be a delay of up to five (5) business days or more from the date the refund transaction occurs until the date the refund amount is credited to your Account.
- d. **Card Replacement.** If you need to replace your Card for any reason, please contact us by telephone (see section entitled "How to Contact Us"). We may assess a fee for the Replacement Card. See the accompanying Fee Schedule for information about the fees.
- e. **Digital Wallet.** You may add your Card to (i) a tokenized digital wallet or payment service owned or operated by a third party such as Apple Pay®, Google Pay™, or Samsung Pay®; (ii) a tokenized digital wallet, payment platform, or payment service owned or operated by a payment Card Network such as Mastercard, Visa, or Discover; or (iii) a merchant-branded website or digital wallet where your tokenized Card information is stored and saved for future use (each a "Digital Wallet"). You must separately agree to the Digital Wallet Terms and Conditions provided when adding your Card to the Digital Wallet. You agree that when you use the Digital Wallet, you remain subject to the Deposit Account Agreement terms and that the Digital Wallet terms do not amend or supersede this Agreement.
- f. **Account Balance Refund.** In the event that your Account is cancelled, closed, or terminated for any reason, you may request the unused Balance to be returned to you via a check to the mailing address we have in our records. You may contact Customer Service to correct your mailing address, if needed. See section entitled "How to Contact Us". A fee may apply for check refunds. For more information about the fee, see the accompanying Fee Schedule. CBKC reserves the right to refuse to return any unused Balance of \$1.00 or less.
- g. **Card Expiration.** Subject to applicable law, you may use your Card only through the Card expiration date. The expiration date is identified on your Card. The funds in your Account will not expire, regardless of the expiration date on your Card, but may be subject to fees. If there is a Balance remaining on the Account upon Card expiration and your Card is in good standing, you may be eligible for a reissued Card. If you are eligible for a reissued Card, you will not be charged a fee for your reissued Card.
- h. **Recording and Monitoring.** From time to time, in accordance with applicable law, we may monitor and/or record telephone calls between you and us or our vendors and third-party service providers to assure the quality of our customer service. Please note, certain optional features may require your consent to receive electronic communications from us. If you do not consent or withdraw your consent to electronic communications, we may terminate your Account or any services that rely on electronic communications.
- i. **Address or Name Changes.** You are responsible for notifying us of any change in your physical address, mailing address, email address, telephone number, or your name no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us by calling our Customer Service number or by writing to our Customer Service address (see section entitled "How to Contact Us"). We may require verification from you of any name or address change. Typically, this will be in the form of independent documents confirming your name and new address. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree and understand that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.
- j. **Short Message Service Text Message ("SMS"), Mobile Push Alerts, In-App Notifications, Email, Mail, Telephone Calls, and Prerecorded Telephone Calls (each individually, a "Notification" and collectively, "Notifications").** We would like to send you Notifications about your Account. These Notifications can be for business purposes to provide you important information related to your Account and/or for commercial purposes to let you know about services or features that may be of interest to you. You must opt-in for such Notifications at the time you apply for your Account or subsequently by contacting us. In order to receive SMS text messages or mobile alerts, you must opt-in to this service, have text messaging enabled on your cellular telephone and subscribe to a participating cellular telephone carrier. There will not be a fee for this service. Standard message and data rates from your wireless provider may apply. Check with your cellular service provider for more details.

At any time, if you wish to stop receiving ("opt-out" of) SMS Notifications you can do so by logging into your Account online or in the Mobile App and updating your settings. If you choose to later opt out of receiving Notifications by SMS texts or commercial emails from us, you may receive a confirmation notice confirming your decision to opt-out. You agree that we may send you such confirmations. You also acknowledge that for account security purposes we may send you emails or call you regarding your Account, even if you have put your number on a Do Not Call list or have opted out of receiving general commercial email from us. You may opt out of all Notifications at any time by calling our Customer Service number (see section entitled "How to Contact Us"); however, we reserve the right to restrict or terminate your access to any and all related products if you withdraw your consent to receive electronic communications. Any withdrawal of your consent to receive Notifications will be effective only after we have a reasonable period of time to process your withdrawal. If you withdraw your consent, the legal validity and enforceability of prior business Notifications delivered in electronic form will not be affected. If you wish to stop receiving marketing emails, you may click the Opt-Out or Unsubscribe link at the bottom of any email that you receive. You agree that we shall not be liable for incomplete, lost, late, damaged, illegible, or misdirected Notifications or for any technical problems, malfunctions of any telephone lines, computer systems,

servers, providers, hardware/software, lost or unavailable network connections, failed, incomplete, garbled, or delayed transmissions, or damage to any phone or computer system resulting from your participation in or accessing or downloading information in connection with such Notifications.

- k. **Authorized Users.** You may not request an additional Card for another person. You are responsible for all authorized transactions initiated and fees incurred by use of your Card. You should not allow others to have access to and use your Card. If you do permit another person to have access to and use your Card, Card Number, PIN, Account, or Account Number we will treat such permission as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are responsible for the authorized use of your Account and Card and the security of your PIN according to the terms and conditions of this Agreement.
- l. **Legal Actions; Administrative Holds.** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the Account and not allow any payments out of the Account until a final court determination regarding the legal action. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account. We may place an administrative hold on the funds in your Account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (i) your own interest; (ii) others claiming an interest as survivors or beneficiaries of your Account; or (iii) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your Account for these reasons.
- m. **Assignment.** Your Account and your obligations under this Agreement may not be assigned by you. We may transfer our rights under this Agreement. Use of your Account is subject to all applicable rules and customs of any clearinghouse or other network or association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of Missouri except to the extent governed by federal law.
- n. **Amendment, Cancellation and Expiration.** We may (i) amend or change the terms and conditions of this Agreement, or (ii) cancel or suspend your Account or this Agreement, at any time without prior notice to you except as required by applicable law. You may close your Account and terminate this Agreement at any time by contacting us by mail or telephone (see section entitled "How to Contact Us"). Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. For security or other reasons, we may consider your Account inactive or dormant after a certain period of time as determined by us, (such period normally being not less than ninety (90) days), during which time you have not used your Account for any transactions or during which time you have maintained a zero (\$0.00) or negative Balance on your Account. If your Account is inactive, we may close or cancel the Account at our discretion. The Account and the funds in your Account may also be deemed abandoned if you do not use your Account for a period of time specified by applicable law. If this occurs, we may try to locate you at the address last shown in our records. If we are unable to locate you, we may be required to escheat any money in your Account to the applicable state as unclaimed property. In the event that your Account is cancelled, closed, or terminated for any reason, you may request the unused Balance to be returned to you via a check to the mailing address we have in our records. There may be a fee for this service. See attached Fee Schedule for more information regarding fees. If we identified any fraudulent, illegal or any other use of your Account that is not permitted by this Agreement, to the extent permitted by law, we may, at our option and without waiving any of our rights, offset any direct loss up to the amount suffered by us as a result of such use from any Balance on your Account or any other account that you may have, or may open in the future.
- o. **Waiver of Notices.** To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your Account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.
- p. **ACH Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the state in which you have your Account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one (1) named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit your Account by ACH, we are not required to give you any notice of the payment order or credit.
- q. **English Language Controls.** Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

**15. How to Contact Us.** For Customer Service or additional information regarding your Account, including the terms, conditions and fees that apply to the Account, as well as your transaction and Balance history, please contact us:

**By phone at:** 1-866-438-0579 (Toll-free within the USA)

**Hours:** 24 hours a day, 7 days a week

**By mailing us at:** Paychex Pay Deposit Account, PO Box 1124, Sioux Falls, SD 57101

By logging into the Mobile App: Paychex Pay and tapping the Contact Us icon

By visiting: [www.paychexpay.com](http://www.paychexpay.com)

There is no cost for contacting Customer Service. When you call Customer Service, you may be asked to provide certain personal information so we can verify your identity. For your security, please DO NOT send the following information to us via email: (i) your full Account Number or full Card Number, (ii) your personal identifiable information, such as full Social Security number or birth date, (iii) your logon information for online Account access, or (iv) images of identification documents such as your state issued ID or Social Security card.

**16. Arbitration. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. UNLESS YOU OPT-OUT, ACTIVATION OR USE OF YOUR ACCOUNT OR CARD CONSTITUTES ACCEPTANCE OF THIS ARBITRATION INCLUDING WAIVER OF YOUR RIGHTS TO CLASS ACTION.**

- a. **Purpose.** This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.
- b. **Opt-Out Process.** You may choose to opt out of the Arbitration Provision, but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the acceptance of your Card at the following address: Paychex Pay Deposit Account, PO Box 1124, Sioux Falls, South Dakota, 57101. Your written notice must include your name, address, Account Number or Social Security number and a statement that you wish to opt out of this Arbitration Provision.
- c. **Definitions.** As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Account or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, without limitation, any claim, dispute or controversy that arises from or relates to: (i) your Account; (ii) the amount of available funds in your Account; (iii) advertisements, promotions or oral or written statements related to your Account or goods or services purchased with your Card; (iv) the benefits and services related to your Account; and (v) your enrollment for the Account. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court. As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Issuer, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with your Account (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use the Account or Card, including but not limited to all persons or entities contractually obligated under this Agreement.
- d. **Significance of Arbitration.** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE JAMS, OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.
- e. **Restrictions on Arbitration.** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Accountholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.
- f. **Initiation of Arbitration Proceeding/Selection of Administrator.** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision 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 the 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 shall have the right within thirty (30) days after you receive notice of our election to select either of the other organizations 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); (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).
- g. **Arbitration Procedures.** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the

request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

- h. **Location of Arbitration/Payment of Fees.** Any arbitration hearing that you attend shall take place in the federal judicial district of your primary residence. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.
- i. **Continuation.** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision shall survive termination of your Account as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision 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 Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

**17. Entire Agreement.** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter. If any of the terms of this Agreement are invalid, or declared invalid by order of court, change in applicable law, or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement. This Agreement is governed by the law of the State of Missouri except to the extent governed by federal law.

The Paychex Pay Deposit Account is established by Central Bank of Kansas City, Member FDIC. The Paychex Pay Debit Mastercard is issued by Central Bank of Kansas City pursuant to license by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

Apple® and the Apple logo are trademarks of Apple Inc., registered in the U.S. and other countries. Apple Pay and App Store are trademarks of Apple Inc., registered in the U.S. and other countries.

Google Pay, Google Play and the Google Play logo are trademarks of Google LLC.

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## YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your cash and check deposits available to you on the first Business Day after the day we receive your deposit. Electronic direct deposits will be available on the day we received the deposit. Once the funds are available, you can withdraw them in cash.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned as unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6 p.m. 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 6 p.m. or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in the Account to which the deposit is made. The funds in the Account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### Longer Delays May Apply

**Case-By-Case Delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225.00 of your deposits, however, will be available on the first Business Day.

If we are not going to make all of the funds from your deposit available on the first Business Day after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard Exceptions.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one (1) business day.
- You redeposit the check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the date of your deposit.

**Special Rules for New Accounts.** If you are a new customer, the following special rules will apply during the first thirty (30) calendar days your Account is open.

Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash and the first \$5,525.00 of a day's total deposits of cashiers, certified, tellers, travelers, and federal, state and local government checks will be available on the first Business Day after the date of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525.00 will be available no later than the ninth Business Day after the day of your deposit. For your deposit of these checks (other than the US treasury check), the first \$5,525.00 will not be available until the second Business Day after the day of your deposit.

Funds from all other check deposits will be available no later than the seventh Business Day after the day of your deposit.

## **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

**Your Responsibility and Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your Card, Card Number, PIN, Account Number or passcode has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your Account. Notifying us as soon as possible is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two (2) Business Days after you learn of the loss or theft of your Card, Card Number, PIN, Account Number, or passcode, you can lose no more than \$50.00 if someone used your Card, Card Number, PIN, Account Number, or passcode without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Card, Card Number, Account Number, PIN, or passcode, and we could have stopped someone from using your Card, Card Number, PIN, Account Number, or passcode without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the FIRST statement on which the unauthorized transfer appeared was delivered to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

**Mastercard Zero Liability Policy – Guidelines and Limitations.** In addition to your limitations of liability described in the section entitled "Your Responsibility and Liability for Unauthorized Transfers", your liability for the unauthorized use of your Card may also be limited by the Card Network. Under the Card Network's rules, you will have no liability for a transaction that was not authorized by you if you exercised reasonable care in safeguarding the Card from risk of loss or theft, and, upon becoming aware of such loss or theft, promptly reported such loss or theft to us by calling Customer Service (see section entitled "How to Contact Us"). The Card Network's Zero Liability Policy is subject to change without notice and changes made by the Card Network will automatically apply to your Card. These provisions limiting your liability do not apply to debit transactions not processed by Mastercard.

**Contact in Event of Unauthorized Transfer.** If you believe your Card, Card Number, PIN, Account Number, or passcode has been lost or stolen, call us at 1-866-438-0579 or write to us at Paychex Pay Deposit Account, PO Box 1124, Sioux Falls, SD 57101. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Account without your permission.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Confidentiality.** We will disclose information to third parties about your Account or transfers you make:

1. Where it is necessary for completing transfers.
2. In order to verify the existence and condition of your Account for a third-party, such as a credit bureau or merchant.
3. In order to comply with government agency or court orders.
4. If you give us written permission.
5. To our employees, auditors, affiliates, service providers, or attorneys as needed.
6. Otherwise as necessary to fulfill our obligations under this Agreement.

**Preauthorized Credits.** If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can contact us to find out whether or not the deposit has been made.

**Preauthorized Payments – Right to Stop Payment and Procedure for doing so.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. To stop a recurring payment to a merchant you have preauthorized to debit your Account, you must first contact the merchant to request that the recurring payment be cancelled. If the merchant is unable or unwilling to stop your payment, you can call us at 1-866-438-0579 or write to us at Paychex Pay Deposit Account, PO Box 1124, Sioux Falls, SD 57101 to request a stop on such payment. We must receive your request at least three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

**Notice of varying amounts:** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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

1. If, through no fault of ours, you do not have enough money in your Account to make the transfer.
2. If you have a Purchase Cushion balance and the transfer would exceed any limitations relating to Purchase Cushion.
3. If an ATM where you are making the transfer does not have enough cash.
4. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction.
5. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the transfer, despite reasonable precautions that we have taken.
6. If a merchant refuses to accept your card.
7. If access to your Account has been blocked after you reported your Card, Card Number, PIN, Account Number or passcode lost or stolen.
8. If access to your Account has been blocked by us for suspected fraud or if we have reason to believe a requested transaction is unauthorized.
9. If there is a hold on your funds or your funds in your Account are subject to legal process or other encumbrance restricting their use.
10. In the case of pre-authorized credits, the data from the third party is not received, or is incomplete or erroneous.
11. There may be other exceptions stated in our Agreement with you.

**Error Resolution Notice.** In case of errors or questions about your electronic transfers, call us at 1-866-438-0579 or write to us at Paychex Pay Deposit Account, PO Box 1124, Sioux Falls, SD 57101, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we deliver to you the FIRST statement on which the problem or error appeared.

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

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days if the transfer involved a new Account) after we hear from you and will correct any errors promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transfer involves a new Account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days (twenty (20) Business Days if the transfer involves a new Account) 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 provisionally credit your Account.

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 and the provisional credit will be reversed. You may ask for copies of the documents that we used in our investigation.

**Business Days.** For purposes of these disclosures, every day is a Business Day, except Saturdays, Sundays, and federal holidays.

## ONLINE BANKING INFORMATION

**General.** The online banking service is a consumer electronic banking service provided by CBKC (through its service provider). You may access the online banking service by computer or mobile device at the Website or by using the Mobile App by registering your Social Security number, personal password and your Account Number(s). Standard data rates from your wireless service provider may apply. Online banking allows you to review Account history, transfer funds electronically between accounts, access the bill pay service, and access the mobile check deposit service if applicable. You may use the online banking service at any time, though it may be temporarily unavailable due to certain reasons, such as technical difficulties, maintenance, and system upgrades. We are not responsible for transfers or deposits that you are unable to initiate due to technical difficulties.

**Equipment Requirements.** You are responsible for choosing and maintaining all Internet connections, browsers, hardware and software that are necessary for you to access the online banking service. We are not responsible for any virus or related problems that may be associated with your use of the online banking service. Your wireless service provider may charge additional fees. For access to the online banking service through a mobile device, you must have a mobile telephone number and/or mobile text messaging capability. Standard data rates from your wireless service provider may apply.

**Security Procedures.** Through the online banking service, you must establish a personal user ID and a password for use with the online banking service. The user ID and password is confidential and should not be disclosed to third parties. After fifteen (15) minutes of inactivity, you will be automatically logged off.

You are responsible for the safekeeping of your user ID and password. Once you have established your user ID and password, you authorize us to act on instructions received through the online banking service under your user ID and password without inquiring into the identity of the person using that user ID and password, and any of those instructions shall be considered as authorized by you, whether or not you actually sent them yourself or intended those transactions to be made. You may be prompted from time to time to change your user ID and password for security reasons. You may change your user ID password at any time through the online banking service.

The online banking service will sometimes require use of a one-time passcode for additional security. Upon first login you will be required to set up a phone number and/or email address to receive a one-time passcode as an added security step. If you choose to register your computer or mobile device, you will not have to enter this code at each login. Should you choose to not register your computer or mobile device or at any time delete your computer or mobile device's cookies and/or login from a new location, the one-time passcode may be required at login.

In addition to your user ID and password, we may ask you to create and provide responses to additional authenticational questions that only you and CBKC (through its service provider) will know to verify your identity. You may be asked to create these questions and responses from time to time, and if prompted, will be presented with a question and asked for a response when you access the online banking service and/or make certain transactions using the online banking service.

You agree that the security procedures described above are commercially reasonable methods of providing security against unauthorized online banking transactions. You have freely and voluntarily chosen to execute transactions in your Account through online banking service, even though we provide other means of executing transactions that offer varying degrees of security. You assume all risks associated with these security procedures and all damages, costs, expenses, losses, and liabilities resulting from any failures of those procedures.

We do not store confidential or sensitive information such as passwords or Account Number(s) on your computer or mobile device; however, your user ID and/or password may be stored on your computer or mobile device based on the personal setting you establish on your computer or device. You should safeguard your computer, mobile device, user ID and password against loss or theft. If your mobile device is lost or stolen, report it immediately to your wireless provider. Do not leave your computer or mobile device unattended while logged in to the online banking service. Notify us as provided in the Agreement if you suspect that your user ID or password has become known to or used by unauthorized persons. Except as provided in this Agreement, we have no responsibility or liability if someone else learns your user ID and password and uses it to access the Mobile App.

It is possible you may access your user ID and password through biometric identification settings on your mobile device, including but not limited to, fingerprint recognition, face recognition, iris recognition, voice recognition; under various trade names, including but not limited to, Touch ID or Face ID or Fingerprint (collectively any biometric access to your user ID or password through biometric or similar access from your device are hereinafter referred to as "Biometric Access"). CBKC does not provide any Biometric Access technology and does not save biometric information in the online banking service or access any biometric information on the mobile device. CBKC may limit use of Biometric Access to accessing your user ID and password in certain circumstances, but you are solely responsible for the access device security and use of user ID and password. You acknowledge and agree that anyone with Biometric Access to the access device, even if unknown to you, will have authority to access your Accounts and will be authorized to initiate transactions through the online banking service.

**Electronic Messaging.** The online banking service may provide you with the ability to send and electronic messages to and from us. Please remember we will not immediately receive an electronic message sent by you. No action will be made on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. Electronic messaging cannot be used to notify us of lost or stolen user IDs or passwords; nor can electronic messaging be used to notify us of unauthorized transactions. Notification of these occurrences must be done as specified in the "Electronic Funds Transfers" section of Agreement. From time to time, we may send important notices to you concerning your use of the online banking service by electronic messaging. The electronic messaging service may not be used to send or receive text messages to or from the general public. Do not send us any confidential information (such as user IDs, passwords, Account Number(s), and Social Security numbers) through electronic messaging.

## **PAYCHEX PAY REWARDS TERMS OF SERVICE**

Central Payments, LLC uses the DOSH Holdings LLC ("DOSH," "our," "we") cash-back platform to manage the Paychex Pay Rewards program (the "Program"). DOSH is a third party that is not affiliated with Central Bank of Kansas City or Paychex, Inc. and its affiliates. By participating in the Program, you agree that DOSH may create a rewards ledger for you on its platform in order for you to earn and redeem rewards based on qualifying transactions with participating merchants (the "Services"). These Paychex Pay Rewards Terms of Service (the "Paychex Pay Rewards Terms") govern your use of the DOSH platform. You may opt out of this program at any time by calling Customer Service at 1-866-438-0579.

**Your Acceptance of These Paychex Pay Rewards Terms.** By accessing or using the Services in any way or by clicking to agree to these Paychex Pay Rewards Terms (or any Agreement that has incorporated these Paychex Pay Rewards Terms) when that option is made available to you, you agree to be bound by these Paychex Pay Rewards Terms and the DOSH Privacy Policy which is incorporated by this reference into these Paychex Pay Rewards Terms. If you do not agree to all the Paychex Pay Rewards Terms, do not access or use the Services. You may opt-out of Paychex Pay Rewards at any time by calling Customer Service at 1-866-438-0579.

**The Services.** The purpose of the Services is to reward you for certain qualifying purchases and, if applicable, other activities. The DOSH Privacy Policy governs our collection, use, storage, and disclosure of user information. DOSH is in no way affiliated with the merchants that extend offers to you through the Program. Subject to these Paychex Pay Rewards Terms, we will automatically provide rewards to you when you purchase qualifying goods or services at participating merchants with your eligible Paychex Pay Debit Mastercard. DOSH, in its sole discretion, establishes the terms and conditions for each qualifying purchase or action and determines whether you have satisfied such terms and conditions to receive the associated rewards. The following transaction types are never eligible to receive rewards:

- ATM transactions; or
- In-store cash withdrawals or cash back; or
- Any transactions identified by a merchant as not being eligible to receive rewards.

All offers made available to you are temporary and may become unavailable without notice.

Without limiting any of the other terms of these Paychex Pay Rewards Terms, if you return, charge back, cancel, dispute, or otherwise request a refund for a qualifying purchase for which you have already received rewards, we reserve the right to remove any rewards from the Paychex Pay Deposit Account linked to your eligible Paychex Pay Debit Mastercard or withhold future Paychex Pay Rewards to offset any such amount.

Any Paychex Pay Rewards that you earn will be transferred to your Paychex Pay Deposit Account. You are solely responsible for verifying the accuracy and completeness of any rewards transferred to your Paychex Pay Deposit Account. All rewards received are exclusive of any applicable withholding, sales, use, excise, value added, or other taxes. You acknowledge and agree that you are responsible for determining, paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services. We are not responsible for determining whether you owe taxes in connection with your access to or use of the Services or for collecting, reporting, or remitting taxes arising from your access to or use of the Services, except for our own income taxes.

In addition to your other representations and warranties in these Paychex Pay Rewards Terms, you represent and warrant that you will not access or use the Services to engage in any illegal, fraudulent, or other illicit activity.

**Ownership and Proprietary Rights in the Services.** You acknowledge and agree that the Services are protected by applicable copyright, patent, trademark, and other intellectual property laws. All words and logos displayed in connection with the Services that are marked by the <sup>TM</sup> or <sup>®</sup> symbols are trademarks and service marks of DOSH and/or their respective owners. The display of a third-party trademark in connection with the Services does not mean that we have any relationship with that third party or that such third party endorses the Services or DOSH.

**Miscellaneous.** These Paychex Pay Rewards Terms, including the DOSH Privacy Policy, constitute the entire agreement between you and us regarding the Services. These Paychex Pay Rewards Terms may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not expressly made a part of these Paychex Pay Rewards Terms. We may, without prior notice or liability to you, discontinue the Services or modify the Services by adding or removing features or functionalities, even though such changes may affect rewards awarded to you. We may also revise these Paychex Pay Rewards Terms from time to time in our sole discretion, subject to applicable law. When we revise these Paychex Pay Rewards Terms, we will update this document to reflect those changes. You are free to decide whether or not to accept a revised version of these Paychex Pay Rewards Terms but accepting these Paychex Pay Rewards Terms, as revised, is required for your continued access to and use of the Services. If you do not agree to these Paychex Pay Rewards Terms or any revised version of these Paychex Pay Rewards Terms, you may opt out of the program by calling Customer Service at 1-866-438-0579. Except as otherwise expressly stated by us, your access to and use of the Services are subject to the version of these Paychex Pay Rewards Terms in effect at the time of your access or use.

These Paychex Pay Rewards Terms and any rights hereunder may not be transferred or assigned by you without our prior written consent but may be assigned by us without restriction and without your prior consent. Any attempted transfer or assignment by you without our prior written consent will be null and void. No agency, joint venture, partnership, trust, or employment relationship is created between you and us by way of these Paychex Pay Rewards Terms.

#### **DOSH Privacy Policy.**

Last Updated: September 25, 2023

DOSH Holdings LLC (the "Company," "we," "us," and "our") is committed to treating your personal information with respect and sensitivity. This privacy policy (this "Privacy Policy") explains how we may collect, store, use, and disclose information when you access or use Paychex Pay Rewards. By participating in the Program, you agree that DOSH may create a rewards ledger for you on its platform in order for you to earn and redeem rewards based on qualifying transactions with participating merchants (the "Services").

**Your Acceptance of This Privacy Policy.** By accessing or using the Services, you consent to our collection, storage, use, and disclosure of your information as described in this Privacy Policy. The provisions contained in this Privacy Policy supersede all prior notices and statements regarding our privacy practices with respect to the Services. If you do not agree to every provision of this Privacy Policy, you may not access or use the Services.

**Protecting Children's Privacy.** The Services are not directed, or intended to be attractive, to children under the age of 13. We do not knowingly collect personal information from children under the age of 13. If you are under the age of 13, do not use the Services or submit any information to us. If we learn we have collected or received personal information from a child under the age of 13 without verification of parental consent, we will delete that information.

**Types of Information We Collect and How We Collect It.** When you access or use the Services, we may collect information that identifies you ("Personal Information"), and we may also collect information that does not identify you ("Anonymous Information"). When Anonymous Information is, directly or indirectly, associated or combined with Personal Information, such Anonymous Information will be considered Personal Information for purposes of this Privacy Policy. In addition, to the extent Internet Protocol ("IP") addresses or similar identifiers or information is considered personally identifiable information by applicable law, we will treat such identifiers and information as Personal Information under this Privacy Policy.

**How We Use & Share Information.** Notwithstanding anything to the contrary in this Privacy Policy or the Paychex Pay Rewards Terms, we will use personal information, payment method and transaction information solely as follows:

- to confirm a qualifying purchase for the purpose of matching transactions to confirm whether you qualify for an offer or statement credit;
- to create a record of the transaction information and thereafter maintain and use data in connection with the Services;
- to conduct analysis for the improvement and optimization of the Services
- to improve the user experience by using IP addresses to determine user location to inform participating merchants where a transaction occurred as needed for the merchant to confirm a specific transaction occurred or points rewards should be awarded;
- to provide participating merchants aggregated and anonymized information relating specifically to payment method activity solely to allow participating merchants to assess the results of their campaign;
- to provide information in order to respond to a request from a government authority or a payment organization involved in a transaction with you or a merchant; and
- to enable the sharing, exchange and use of transaction information described above and herein by and among us, the payment networks, applicable third-party service providers and applicable merchants.

## **BILL PAYMENTS**

You may make payments through Bill Payment Service ("SERVICE") to any business, person or professional ("PAYEE") that has an address which can be verified. Bill Payments ("BILL PAYMENTS") may be made only to Payees with a United States payment address. SERVICE reserves the right to refuse to accept any bill payment transaction. BILL PAYMENTS for alimony, child support, taxes, government fees, or court ordered payments are not always accepted. You can make these payments, but SERVICE does not guarantee that it will be accepted or posted in a timely fashion. You must do so at your own risk.

- a. BILL PAYMENTS will be sent to the PAYEE either electronically or by paper check mailed to the PAYEE via the U.S. Postal Service. The choice of electronic or paper check is solely at the discretion of SERVICE. Checks, electronic payments, and withdrawal orders of any kind can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, telephone banking or online transfers) may affect the amount of funds available to make your payment.
- b. When you schedule a bill payment transaction, you authorize Central Bank of Kansas City to reduce the Account balance accordingly. If the available balance in the Account is not sufficient to make payments you have authorized, CBKC will refuse to pay the item. CBKC reserves the right to refuse to honor payment requests that may reasonably appear to be fraudulent or erroneous.
- c. When a BILL PAYMENT is scheduled, an estimated delivery date is given, based on the method of delivery being used to make the payment. However, payments should be scheduled at least five (5) business days before the business day on which a bill payment is due to ensure that SERVICE has sufficient time to process and deliver the payment. SERVICE is not responsible for payment delivery delays caused by the U.S. Postal Service or for payment processing delays after the PAYEE has received the payment. Any charges imposed as a result of your failure to transmit bill payment transactions at least five (5) business days before a payment is due are your responsibility. SERVICE's responsibility for any late payment beyond this timeframe is strictly limited to the late charge only, up to a MAXIMUM of \$50.00. The SERVICE is not responsible for finance charges, interest, indirect, incidental, special or consequential damages related to the late payment.
- d. SERVICE may be used to authorize automatic recurring BILL PAYMENTS of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a weekly, biweekly, monthly, quarterly or annual basis. The day on which the payment is to be sent is referred to as the "Date/Recurrence". If the payment date/recurrence is scheduled for a non-business day, it will be processed on the prior business day.

**ACH, Transfers, Person-to-Person, and other Electronic Payments.** You may make other electronic payments through SERVICE to any business, person or professional. Electronic Payments ("e-PAYMENTS") may be made only to Payees with a United States payment address, if the necessary information needed for the delivery method is entered. SERVICE reserves the right to refuse to accept any e-PAYMENT transaction.

- a. E-PAYMENTS will be sent to the PAYEE either electronically via Automated Clearing House or by some other electronic delivery method. The choice of delivery method is solely at the discretion of SERVICE. Checks, electronic payments, withdrawal tickets or instruments can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, telephone banking, online transfers or in-branch withdrawals) may affect your Account Balances.
- b. When you schedule an e-PAYMENT transaction, you authorize CBKC to reduce the Account balance accordingly. If the available balance in the Account is not sufficient to make payments you have authorized, CBKC will refuse to pay the item. CBKC reserves the right to refuse to honor payment requests that may reasonably appear to be fraudulent or erroneous.
- c. When an e-PAYMENT is scheduled, an estimated delivery date is given, based on the method of delivery being used to make the payment. All payments should be scheduled to allow one (1) additional day beyond the estimated delivery date for the PAYEE to post the payment. You are responsible for any charge that may be imposed as a result of your failure to allow for additional day. SERVICE's responsibility for any late charges is strictly limited to the late charge only, up to a MAXIMUM of \$50. The SERVICE is not responsible for finance charges, interest, indirect, incidental, special or consequential damages related to the late payment.

SERVICE may be used to authorize automatic recurring e-PAYMENTS of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a weekly, biweekly, monthly, or quarterly. The day on which the payment is to be sent is referred to as the "Date/Recurrence". If the payment date/recurrence is scheduled for a non-business day, it will be processed on the previous business day.

**Stopping BILL PAYMENTS or e-PAYMENTS.** The following steps may be taken to delete or stop pending BILL PAYMENTS or e-PAYMENTS:

- a. **Deleting Payments.** If you have scheduled a BILL PAYMENT OR e-PAYMENT and would like to cancel the payment, you must do so before the payment is processed. The time varies based on the settlement method being used for the payment. If you cannot access the online banking service to request that the payment be deleted, please contact Customer Service at 1-866-438-0579 for further assistance, prior to the cut-off time.
- b. **Liability for Failure to Delete a Payment.** You cannot delete or cancel a payment after it has been processed. Paychex Pay is liable, only if you notify Paychex Pay at least three (3) business days or more before the scheduled payment date. Otherwise, Paychex Pay is not responsible for any indirect, incidental, special or consequential damages, except to the extent such limitation of liability is not permitted by law.

**Stopping Payments.** Once the online payment has been processed, you CANNOT delete or stop BILL PAYMENTS settled electronically, or e-PAYMENTS. You may be able to stop a BILL PAYMENT only if it has been paid by paper check. To stop an online paper payment, contact Customer Service at 1-866-438-0579. Paychex Pay will only be able to stop the online check payment if the paper check has not cleared and is able to process the stop payment request before the check clears. To be effective, this type of stop payment request must precisely identify the name of the Payee, the Payee-assigned account number, payment amount and date you scheduled the payment to be processed. If you call, Paychex Pay may also require you to put your request in writing and get it to Paychex Pay within fourteen (14) calendar days after you call. Paychex Pay may charge your Account our regular fee for each stop payment order you give. Paychex Pay will not be responsible for failing to act on a stop payment if you do not give Paychex Pay the correct Payee information or if Paychex Pay does not have a reasonable opportunity to process the stop payment order.

