# **Niural Business Deposit Account Agreement Disclosures**

#### Last updated: December 16, 2024

The following Niural Business Deposit Account Agreement Disclosures (the "Disclosures") applies to the demand deposit account (the "Account") issued by i3 Bank (the "Bank"), member of the Federal Deposit Insurance Corporation ("FDIC") and chartered under the laws of the State of Nebraska. These Disclosures are incorporated by reference into the i3 Bank Business Deposit Account Agreement (the "Agreement"). Niural Inc. ("Program Partner") is responsible for assisting the Bank with the administration of the Niural Business Deposit Account Program (the "Program"). Capitalized terms not otherwise defined herein are ascribed the same meaning as set forth in the Agreement.

#### 1.1 How to Contact Us

For most matters, you should email us at <a href="mailto:support@niural.com">support@niural.com</a> or contact us via the Online Banking Application. You may also contact us at 1-737-349-0236. Account Manager support is available Monday through Friday, 9AM – 6PM EST. The Program Partner's website is available at https://niural.com.

For questions or concerns about any non-card transactions, including, but not limited to: (i) suspected errors or unauthorized EFTs; or (ii) if you would like to place a stop payment request for preauthorized transfers, please contact us at <a href="mailto:support@niural.com">support@niural.com</a> and/or Online Banking Application.

If applicable, for questions or concerns about adding closing your Account, please contact us at <a href="mailto:support@niural.com">support@niural.com</a> and/or Online Banking Application.

For questions or concerns about updating your name, address, or other contact information; identity theft; reporting account takeover; checking the status of a transaction; or providing instructions regarding a transaction, such as direct deposits and other incoming ACH transactions, please contact us at <a href="mailto:support@niural.com">support@niural.com</a>.

#### 1.2 Account Types and Tiers

We offer Four (4) types of Account tiers: Tier 0, Tier 1, Tier 2, and Tier 3.

Account tier designation is in our sole discretion, based on various factors, such as the number of employees, payroll frequency, and expected transaction volume.

The Account tier that you are placed in may affect your transaction limitations as set forth in the Disclosures. Unless otherwise stated in the Disclosures, all terms contained in the Agreement apply equally to all Account tiers.

# 1.3 Paperless Account

To open an Account, you must agree to go "paperless." This means that you must (a) provide us with and continue to maintain a valid email address and (b) accept electronic delivery of all communications that we need or decide to send you in connection with your Account by agreeing to the <u>Electronic Disclosure</u> and Consent.

#### 1.4 How To Open an Account

You may open an Account by visiting the Program Partner's website at https://niural.com and following the instructions there.

#### 1.5 Minimum Deposits and Balances

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

# 1.6 Interest Disclosures

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

### 1.7 Confidentiality and Our Privacy Policy

Information about your Account and your transactions is collected by pursuant to the Agreement. The Program Partner's privacy policy is available at https://www.niural.com/privacy-policy.

# 1.8 Deposits Into Your Account

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

| Deposit Method  | Limitations for Your A                           | ccount   |  |   |
|---|--|--|--|---|
| Direct Deposits and other ACH transfers initiated by a third party*   | No limits  |  |  |   |
| Internal transfers between eligible Accounts managed by the Program (see "Transfers To or From Accounts You Have With Us" section of the Agreement)                                     | No limits  |  |  |   |
| Direct payments/ACH debits via ACH Origination Service (Deposits resulting from payment requests initiated from your Account)   | Tier 0<br>\$10,000,000/day<br>\$10,000,000/month | Tier 1<br>\$5,000,000/day<br>\$5,000,000/month | Tier 2<br>\$1,000,000/day<br>\$1,000,000/month | Tier 3<br>\$50,000/day<br>\$750,000/month |
| And  ACH transfers to your Account from a connected U.S. bank account with another institution (see the "Transfers To or From Connected U.S. Bank Accounts" section of the Agreement)** |  |  |  |   |

<sup>\*</sup> The recipient's name on any direct deposit or ACH must match the name on the Account or the deposit may be returned to the originator.

# 1.9 Our Funds Availability Policy

<sup>\*\*</sup> You may transfer funds between your Account and another bank account. The connected bank account must be located in the United States.

# **Privileged & Confidential**

It is our policy to make deposits to your Account available for withdrawal according to the table provided in the "Our Funds Availability Policy" section of the Agreement, except where limited by us pursuant to the "Transfers To or From Connected U.S. Bank Accounts" section of the Agreement.

Your Account supports the following types of deposits:

| If vo | u make | or receiv | ve a der | osit via |
|-------|--------|-----------|----------|----------|
|-------|--------|-----------|----------|----------|

Internal transfers between eligible Accounts managed by the Program (see "Transfers To or From Accounts You Have With Us" section of the Agreement)

Direct Deposits and other ACH transfers initiated by a third party

#### 1.10 Withdrawals From Your Account

You, or, if applicable, an Authorized User, may withdraw funds up to the amount of your Available Balance less applicable fees using any of the methods below and subject to the following limits:

| Withdrawal Method  | Limitations for Your Account                           |
|--|--|
| Internal transfers between eligible Accounts managed by the Program (see the "Transfers To or From Accounts You Have With Us" section of the Agreement)                            | No limits  |
| ACH transfers from your Account to another bank account via ACH Origination Service  And   | Tiers 0:<br>\$10,000,000/day<br>\$10,000,000/month     |
| ACH transfers from your Account from a connected U.S. bank account with another institution (see the "Transfers To or From Connected U.S. Bank Accounts" section of the Agreement) | Tiers 1:<br>\$5,000,000/day<br>\$5,000,000/month       |
|  | Tiers 2, and 3<br>\$1,000,000/day<br>\$1,000,000/month |
| ACH transfers to a merchant or other third party you authorize to withdraw from your Account using your routing number and account number  | No limits  |

#### 1.11 Overdraft Services

We do not offer overdraft services or charge fees for overdrafts or non-sufficient funds. We typically will return or decline to process a transaction (including, where applicable, ATM and debit card transactions) if it exceeds your Available Balance.

However, it is still possible for you to overdraft your Account, such as when we settle authorized debit card transactions, as discussed in the "Debit Card Authorization" section of the Agreement, or if a deposit you make is returned.

# **Privileged & Confidential**

You must make a deposit immediately to cover any negative balance, including a negative balance resulting from an overdraft. If your Account has a negative balance for sixty (60) calendar days or more, we may close your Account. We reserve the right to close your Account at an earlier date, as permitted by law.

#### 1.12 Fee Schedule

There are no fees associated with this Account. Fees are subject to change at any time. We will provide you advance notice of any changes where required by law.

# 1.13 Types of EFTs Supported by Your Account

Your Account supports the following types of EFTs:

- Direct deposits from your sources of income.
- Transfers your Account and a connected bank account.
- Transfers to or from your Account by a third party, such as payments you make to a vendor or employee, or payments you receive from a customer or client.

# 1.14 ACH Origination Service Applicability

The ACH Origination Services is enabled for your Account; therefore, the ACH Origination Service section of the Agreement applies to your Account.

#### 1.15 Check Deposits, Mobile Deposit Services, and Check Writing Applicability

The Check Deposit Services are not enabled for your Account; therefore, the Check Deposits, Mobile Deposit Services, and Check Writing section of the Agreement is not applicable to your Account.

#### 1.16 Wire Transfers Applicability

Wire transfers are not enabled for your Account; therefore, the Wire Transfers section of the Agreement is not applicable to your Account.

#### 1.17 Debit Card Applicability

Debit cards are not enabled for your Account.