

Bill Pay Platform Terms of Use

Last Revised: February 04, 2026

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

Please read these Bill Pay Platform Terms of Use (this “Agreement”) carefully and retain them for your future reference. This Agreement is made between you and Unit Finance Inc. (“Unit”) and contains the general terms, conditions and disclosures related to your use of Unit’s bill pay platform (the “Platform”) and the services offered, operated, or otherwise made available by Unit through the Platform (collectively, together with the Platform, the “Platform Services”). When you see the words “we,” “us,” or “our” in this Agreement, it refers to Unit and any of Unit’s affiliates, successors, assignees, agents, and service providers. When you see the words “you” or “your,” it refers to you, the online bill payment service customer acting as the “Payor,” as defined by this Agreement, as well as your employees, agents, representatives, administrators, and successors.

1. GENERAL TERMS AND CONDITIONS

1.1 Acceptance of This Agreement

Please carefully review this Agreement before using the Platform Services or accessing any data related thereto. If you do not agree to these terms, you may not access or use the Platform Services. By accessing and/or using the Platform Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You represent to us that you have the authority to enter into this Agreement on your own behalf and on behalf of any person, company, or organization for which you act (each, a “Related Person”). If you are using the Platform Services on behalf of any Related Person, the terms “you” and “your” also refer to such Related Person.

You represent and warrant to us as follows: (i) you have the requisite power and authorization to enter into the Agreement and carry out the terms hereof; (ii) the execution, delivery and performance of the Agreement are not prohibited or impaired by any agreement, judgement, or other restriction to which you are a party; and (iii) this Agreement constitutes a valid and legally binding contract that is enforceable against you and any Related Person in accordance with its terms.

1.2 How to Contact Us

You may contact us with any questions or concerns regarding the Platform Services via the in-application support widget or the contact information listed in the Platform.

1.3 Overview of the Platform Services

Unit provides the Platform and the related technology services to enable United States-based users (each, a “Payor”) to access bill pay and payments services provided by one or more participating financial institutions (individually and collectively, the “Bank”) (as described below in Section 1.6) through which Payors may initiate, submit, and manage payments to recipients (“Payees”) for business

purposes. Payors may be given the ability, via the Platform, to utilize Invoice Capture Tools to capture a Payee's invoice information using a mobile device (see Section 2.3 for additional information), to enter invoice information manually, to request a Payee to submit an invoice to the Platform, to submit, capture or upload an invoice by other means, or to access the status of your past payments and scheduled payments. Not all methods of capturing, uploading, or otherwise submitting invoice information may be available to all customers or at all times.

Unit grants to you a limited, non-exclusive, non-transferable, royalty-free, revocable license to access and use the Platform Services in accordance with this Agreement.

The Bank (as described below in Section 1.6) may offer multiple payment methods via the Platform, which may include automated clearinghouse ("ACH") payments, same-day ACH, debit cards, real-time payments (or RTP), checks, and wire transfers. Not all payment methods may be available to all customers or at all times.

Access to the features and functions offered through the Platform Services may depend, in certain instances, on where you are located. Certain features of the Platform Services described in this Agreement may not be available to all customers or users. We may decline to provide you access to the Platform Services or any of its features for any reason. We are not liable for any damages or liabilities resulting from our refusal to provide you with access to the Platform Services.

1.4 Relationship with Payees

You acknowledge and agree that your use of the Platform Services does not in any way constitute a tri-party agreement between you, Unit, and Payees. Unit shall not have any responsibility or any liability resulting from your interactions or contracts with Payees, including but not limited to payment terms, the proper and timely delivery of goods or services, and any associated disputes that may arise. You further acknowledge and agree that your use of the Platform Services does not alter or affect any Payee payment terms, including, but not limited to, deadlines, payment plans, payment methods, late fees, or refunds. Unit does not endorse, recommend, or bear any responsibility or liability for any products or services provided, or any statements or actions made by you and/or any Payees.

By submitting your payment as a Payor for processing by the Bank through the Platform Services, you agree that the goods or services provided by a Payee in exchange for the payment have already been rendered to your satisfaction. Neither we nor the Bank will be liable for any claims concerning goods or services provided to you by the Payee.

1.5 Confidentiality and Our Privacy Policy

Under this Agreement, we will generally only disclose information to third parties about your use of the Platform Services:

- To assist the Bank to verify your identity and determine eligibility.
- Where it is necessary for us to provide the Platform Services.
- Where it is necessary for us to assist the Bank in providing its bill payment services to you.
- To comply with any government agency, state, federal, municipal entity or authority, and any self-regulatory organization, or court, arbitral, or tribunal orders, decrees, or stipulations.

- As disclosed in our Privacy Policy.
- If you give us your written permission to share your information.

You further agree that Unit may act on your behalf in connection with the Platform Services, as your agent, to access information held or maintained by other third parties.

Unit maintains a Privacy Policy, available at <https://www.unit.co/privacy-policy>, that details how we handle and protect your data. We fully incorporate our Privacy Policy into this Agreement. We reserve the right to update the Privacy Policy from time to time, in our sole discretion. Any changes made to our Privacy Policy are effective once posted to our website.

1.6 Your Relationship with the Bank

Unit is solely a technology provider providing software that enables Payors to make requests of the Bank to send and receive payments. Unit does not provide any financial services. All bill payment services are provided by the Bank. The bill payment services are subject to separate terms and conditions between you and the Bank.

You acknowledge and understand that Unit also provides certain services to and acts on behalf of the Bank in connection with the Platform Services. You hereby waive any actual or potential conflict resulting from such relationships.

Payments to Payees will be held in a master bank account at the Bank. Payments to Payees do not pass into Unit's legal ownership at any time from payment initiation to successful delivery, including, without limitation, any subsequent refunds. The master bank account is subject to separate terms and conditions between you and the Bank.

1.7 Your Relationship with Us

You hereby authorize us to: (i) perform the Platform Services; (ii) maintain records of funds in the master bank account; (iii) direct the Bank to transfer funds into and from the master bank account; (iv) authorize and direct the Bank to disburse payments in accordance with your instructions; (v) make available payment information; (vi) disclose payment instructions and related information to the Bank; and (vii) take any other action that we deem necessary or desirable to provide the Platform Services (provided, in no event does Unit provide banking services provided by the Bank). You hereby authorize the Bank to follow the instructions transmitted by Unit to the Bank on your behalf, and you agree that the Bank may completely rely on such instructions without further investigation or authorization from you.

1.8 Changes in Terms

We may change this Agreement, or any features of the Platform Services, at any time by posting an amended Agreement on the Platform or otherwise providing you with an amended Agreement, and any such amendment shall be effective upon posting (or otherwise providing the amendment to you). We will give you advance notice if required by law. Any notice we provide to you will be binding, and we may provide such notice through the Platform Services, electronically, or by mail. Your continued use of the

Platform or the Platform Services after any change to this Agreement constitutes your agreement to be bound by any such changes. If we send you notice by email or mail, it will be sent to the last email or mailing address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service.

2. GENERAL RULES GOVERNING THE PLATFORM SERVICES

2.1 Access to the Platform

You agree to provide complete and accurate information in connection with accessing the Platform Services, such as your contact information and information regarding your payment methods and Payees. You represent that you are authorized to provide all information necessary to facilitate your use of the Platform Services.

You are solely responsible for maintaining and protecting your access to the Platform Services. You acknowledge and agree that you access the Platform Services through a third-party application or website (the “Third Party Application”). You are responsible for all Platform Services activity conducted using the access credentials to the Third Party Application, whether or not you authorized the activity. If your login credentials are lost or stolen, you agree to notify us immediately and comply with the requirements of the Third Party Application.

Bank is required to verify your identity in connection with the bill pay services, and Unit may perform this verification on Bank’s behalf. You authorize us to make any inquiries we consider necessary to validate your identity. If you do not respond to such inquiries or we cannot verify your identity, we can refuse to allow you to use the Platform Services. Should any of your information change, you agree that you will update this information as soon as possible by contacting us (as set forth in Section 1.2).

You shall promptly and fully comply with any requirements of Unit and the Bank necessary to access and obtain any Platform Services, and you hereby authorize Unit, the Bank and its third-party vendors to retrieve and obtain information about you as necessary in order for you to receive, and continue to receive, the Platform Services. You shall promptly respond to any information requests from Unit or the Bank.

2.2 Linked Payment Bank Account

If you are given access to the Platform Services, you may link various payment methods, including your business depository accounts with financial institutions or business credit or debit cards. You may not link or use any consumer depository accounts or consumer credit or debit cards in connection with the Platform Services. The payment methods you link will be used by the Bank to make payments to Payees that you authorize, as well as to debit any fees you incur in connection with the Platform Services.

When you attempt to initiate a payment using a new payment method, we may verify its validity by, among other methods, placing a temporary, small authorization charge on it or by making small deposits and then withdrawing them. By adding a payment method, you authorize us to perform these transactions using your payment method to confirm its validity.

We may use third-party service providers, such as Plaid, to gather your data from financial institutions. You grant us, the Bank, and any such third-party service provider the right, power, and authority to act

on your behalf to access and transmit your personal and financial information to and from the relevant financial institution.

2.3 Invoice Capture Tools

The Platform Services may enable you to utilize invoice capture and uploading tools, which may include uploading an invoice using the camera on your mobile device or computer (the "Invoice Capture Tools"). In order to use the Invoice Capture Tools, you may be required to obtain and maintain, at your expense, compatible hardware and software. The image of an invoice transmitted using the Invoice Capture Tools must be legible, complete, and clear, and must capture all pertinent information from the invoice. You authorize us to convert the image to text or transmit the invoice image as received. You are solely responsible for verifying the accuracy, completeness, and correctness of any data, payment details, or instructions generated by the Invoice Capture Tools. We do not guarantee the accuracy, quality, or reliability of the Invoice Capture Tools or any results derived from them. We assume no responsibility and shall have no liability for any errors, inaccuracies, omissions, failed uploads, misreads, delays, or processing issues arising from or related to the use of this service. All risk associated with the capture, transmission, interpretation, and use of invoice data rests solely with you.

If the electronic files and/or images transmitted to us with respect to any item do not comply with our requirements for content and/or format, we may, in our sole discretion: (i) further transmit the item and data in the form received from you; (ii) repair or attempt to repair the item or data and then further transmit it; (iii) process the item as photocopies in lieu of originals; or (iv) return the data and item to you unprocessed.

2.4 Security Procedures and Your Payment Instructions

The Bank requires the use of certain security procedures to verify that the payment instructions you submit through the Platform and certain other actions you may take are authorized by you. These security procedures are described in a separate agreement between you and the Bank or in other documentation provided to you by the Bank. You must follow these security procedures in order to use the Platform Services.

You understand that we and the Bank are entitled to act on any payment instruction we receive through the Platform Services in accordance with the security procedures, and you agree that your access to the Platform Services and initiation of a transaction via the Platform Services in accordance with the security procedures will have the same effect as your signature authorizing the transaction.

By providing payment instructions via the Platform, you are authorizing Unit to provide those instructions to the Bank on your behalf in order to transfer funds and make payments in accordance with your payment instructions. We are fully entitled to transmit to the Bank any payment instruction that we believe, in good faith, was transmitted or authorized by you, and we shall have no liability for transmitting any such payment instruction to the Bank. We may, in our sole discretion, delay or reject transmitting payment instructions to the Bank without incurring any liability to you; provided, we will make reasonable efforts to notify you of any such delay or rejection. Bank shall have no liability in processing, delaying, or rejecting the payment instruction request.

You assume the sole responsibility for providing us with complete and accurate payment instructions and verifying the completeness and accuracy of any payment instructions, including, without limitation, payment instructions generated by the Invoice Capture Tools or any other tools. We are not responsible

for confirming or verifying the payment instructions that you request us to submit to the Bank, including, without limitation, detecting duplicate payment instructions.

Payment instructions generally cannot be cancelled, rescheduled, or otherwise modified by Unit once they have been submitted for processing to the Bank. In certain circumstances, Unit may be able to cancel, reschedule, or otherwise modify your payment instructions prior to submitting them for processing to the Bank, but Unit is not responsible for any delay or failure to do so. Your agreement with the Bank may specify additional terms and conditions regarding the cancellation or modification of payment instructions.

If you schedule a payment for a future date, you may cancel that scheduled payment no later than 3 pm Eastern Time on the day before it is submitted to the Bank for processing, subject to applicable security procedures and cut-off times. You acknowledge and agree that if your access to the bill pay services is modified, suspended, or terminated by you, Unit, the Bank, or otherwise for any reason, your access to the Platform Services may be suspended or terminated, or limited to a read-only mode in which you may cancel existing scheduled payments but will not be able to initiate new payment instructions, in each case in Unit's sole discretion. In addition, in the event of a termination of your access to the bill pay services, Unit may, in its sole discretion, cancel any payment instructions that have been scheduled by you but have not yet been submitted to the Bank for processing. Unit has no obligation to cancel any scheduled payment instructions and does not guarantee that such cancellation will occur before a scheduled payment is submitted to the Bank for processing. Scheduled payments may not automatically be cancelled solely because your access to the bill pay services has been modified, suspended, or terminated. You are solely responsible for reviewing and ensuring that all scheduled payments are cancelled in connection with any change in your access to the bill pay services. Neither Unit nor the Bank will be liable for any payments that are processed because you did not cancel a scheduled payment, nor because we did not cancel a scheduled payment.

2.5 Fees and Payments

You may be charged fees in connection with your use of the Platform Services, including, without limitation, a recurring fee for ongoing access to the Platform Services, a transaction fee for each payment you submit, or both. Any such fees will be disclosed to you prior to incurring such fees. Such disclosure may be provided when approving a bill payment transaction, signing up for a bill payment subscription, or through a separate fee schedule provided to you when you enroll in the Platform Services, in each case as applicable. Fees may be changed from time to time. You acknowledge and agree that your access to the Platform Services may be suspended or limited in the event you are liable for amounts owed to Unit or the Bank.

Fees will generally be deducted from your linked payment methods as they accrue. However, Unit may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Unit within thirty (30) days after the mailing date of the invoice. In the event of a missed payment, in addition to any other remedy that may be available to Unit, the amount due will bear interest at the rate of 1.5% per month (or the maximum rate permitted by law if less than 1.5%), and you will also be liable for Unit's costs and expenses of collection, including, without limitation, attorneys' fees.

You are solely responsible for any applicable taxes arising from or related to your use of the Platform Services.

2.6 Reimbursements

Without limiting our rights to indemnification hereunder, you shall be solely and fully liable and responsible for, and shall promptly reimburse Unit for, any fees, costs, expenses, assessments, or any other liabilities arising from your use of the Platform Services or the Bank's bill pay services, including, without limitation, any fees (including third-party fees) assessed by the Bank (including, without limitation, any fees paid on your behalf by Unit), losses arising from a chargeback or refund request, adjustment, or ACH return, and any fraudulent, unauthorized, or illegal use of the Platform Services.

In our discretion, we may require you to establish a reserve account as a condition of receiving, or continuing to receive, one or more Platform Services.

If you are liable for any amounts owed to Unit under this Agreement, you authorize Unit and/or the Bank to collect such amounts from your default payment method or other available payment methods. If you do not have sufficient funds available to fulfill such payment, Unit may engage in collection efforts and/or other legal actions to recover such amounts from you.

2.7 Limitations of Use

You agree to use the Platform and the Platform Services only for lawful purposes. You are prohibited from any use of the Platform Services or the Platform that would constitute a violation of any applicable law, regulation, rule or ordinance of any nationality, state, or locality, or of any international law or treaty, or that could give rise to any civil or criminal liability. If we learn or suspect that you are using the Platform Services for any illegal or fraudulent purpose, we may share your information with any government or regulatory authority, financial institution, or law enforcement agency we deem necessary to fulfill our obligations to comply with applicable laws.

You further agree you will not (i) try to reverse engineer, disassemble, decompile, or decipher the Platform Services or software making up the Platform Services, (ii) navigate or search the Platform Services with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders), (iii) use a means other than Unit's provided interface to access the Platform Services, (iv) use the Platform Services in a way that could impair, overburden, damage, or disable any portion of the Platform Services, (v) mirror any material contained on the Platform Services, or (vi) use the Platform Services for personal, family, or household purposes.

Any unauthorized use of the Platform Services, including but not limited to unauthorized entry into Unit's systems, misuse of passwords, or misuse of any information posted on or through the Platform Services, is strictly prohibited.

Unit reserves the right to take various actions against you if we believe you have engaged in activities restricted by this Agreement or by laws or regulations, and Unit also reserves the right to take action to protect Unit, the Bank, and other third parties from any liability, fees, fines, or penalties. We may take actions including, but not limited to, (a) updating information you have provided to us so that it is accurate, (b) limiting or completely closing your access to the Platform Services, (c) suspending or terminating your ability to use the Platform Services on an ongoing basis, (d) taking legal action against you, and (e) holding you liable for the amount of Unit's damages caused by your violation of this Agreement.

2.8 Your Responsibilities

2.8.1 Notify Us If Your Information Changes

You must notify us immediately if there is a change to your name, telephone number, mailing address, email address, or any other information you have provided to us or to the Third Party Application in connection with the Platform Services (see Section 1.2 for more information on how to contact us).

2.8.2 Protect Your Login Information and Report Lost or Stolen Login Credentials Immediately

It is very important that you protect any login credentials you use to access the Third Party Application. While the Bank requires the use of separate security procedures, your login credentials provide an additional measure of protection against unauthorized transactions and fraud. Keep your login credentials, computer and/or mobile device secure at all times and avoid accessing the Platform Services when others can see your screen. If your login credentials to the Third Party Application are lost or stolen, notify us immediately to limit your liability for unauthorized transactions that may occur.

You are responsible for all transactions you authorize while using the Platform Services. If you permit another person to use the Platform Services, you understand that any transaction performed using the Platform Services shall be deemed authorized by you and valid and we are under no obligation to investigate the instruction or activity.

2.9 Platform Availability

We have the right, in our sole discretion, to establish or change limits concerning use of the Platform features, temporarily or permanently, including but not limited to the number of times and the maximum duration for which you may access the Platform in a given period of time. Maintenance upon the Platform may be performed from time to time, resulting in interrupted service, delays, or errors in the Platform features, and you agree that Unit shall have no liability in connection with or resulting from any such interrupted service, delays, or errors.

3. TERMINATION

You may terminate this Agreement at any time by providing notice to us (see Section 1.2). Unit may terminate this Agreement at any time, without notice, or suspend or terminate your access and use of the Platform Services at any time, with or without cause, in Unit's sole discretion and without notice. You understand that the termination of this Agreement will result in loss of access to all bill payment services from the Bank.

You acknowledge and agree that (i) your access to the Third Party Application may be terminated by the provider of the Third Party Application (in accordance with the terms and conditions of the Third Party Application), and (ii) the Bank may also terminate your access to the Bank's bill pay services in accordance with its terms and conditions. Any such termination shall result in the automatic termination of this Agreement and the loss of the use of, and access to, the Platform Services and the bill payment services from the Bank. You further acknowledge and agree that the Bank may suspend the bill payment services (in accordance with its terms and conditions), which will also result in the loss of the use of, and access to, the bill pay services from the Bank.

The Bank may also impose restrictions on transaction amounts, volume, and/or other caps related to the bill payment services.

Unit further reserves the right to modify or discontinue, either temporarily or permanently, any portions or all of the Platform Services at any time with or without notice.

The following sections (or subsections, as applicable) of this Agreement survive termination: the sections titled Reimbursements, Disclaimer of Warranties, Limitation of Liability, Indemnification, Arbitration, Intellectual Property Rights, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Platform Services (together with any provisions necessary to interpret or to enforce any of the foregoing provisions).

In the event of the termination or suspension of this Agreement, (i) you remain fully responsible for the payment of any outstanding fees and any other amounts owed under this Agreement, and (ii) any outstanding and in-progress payment requests shall be subject to the Bank's terms and conditions.

4. DISCLAIMER OF WARRANTIES

THE PLATFORM SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, UNIT, AND ALL OF ITS SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, STOCKHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS, ASSIGNS, LICENSORS AND SUPPLIERS (COLLECTIVELY, THE "UNIT PARTIES") EXPRESSLY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO THE CONTENT OR OPERATION OF THE PLATFORM SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE PLATFORM SERVICES IS AT YOUR SOLE RISK.

THE UNIT PARTIES MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, TIMELINESS, OR RELIABILITY OF THE PLATFORM SERVICES, AND EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. THE UNIT PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT THE PLATFORM SERVICES ARE FREE OF VIRUSES, BUGS, DEFECTS, ERRORS, OR OTHER COMPUTING ROUTINES THAT CONTAIN DAMAGING OR OTHERWISE CONTAMINATING PROPERTIES, OR PROGRAMS INTENDED TO INTERCEPT OR STEAL PERSONAL OR SYSTEM DATA.

THE UNIT PARTIES SHALL NOT BE LIABLE FOR ANY SERVICES PROVIDED BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, THE BANK.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

THE PLATFORM SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED MAINTENANCE OR FOR UNSCHEDULED EMERGENCY MAINTENANCE, OR BECAUSE OF OTHER CAUSES BEYOND UNIT AND/OR THE BANK'S REASONABLE CONTROL. THE PLATFORM SERVICES ARE DEPENDENT UPON MANY FACTORS OUTSIDE OF OUR CONTROL, INCLUDING, BUT NOT LIMITED TO, THE CUT-OFF TIMES OF THE BANK, DELAYS IN THE BANKING SYSTEM, AND, WITH RESPECT TO PHYSICAL CHECKS, THE U.S. POSTAL SYSTEM OR OTHER CARRIERS.

THE ABILITY TO EXCLUDE WARRANTIES VARIES IN DIFFERENT JURISDICTIONS. TO THE EXTENT THAT A JURISDICTION PLACES LIMITS ON THE ABILITY OF A PARTY TO EXCLUDE WARRANTIES, THESE EXCLUSIONS EXIST TO THE EXTENT PERMITTED BY LAW. BECAUSE OF THIS JURISDICTIONAL VARIANCE, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

5. LIMITATION OF LIABILITY

THE UNIT PARTIES WILL NOT BE RESPONSIBLE, UNDER ANY CIRCUMSTANCES, TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES UNDER WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS OF DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS), ARISING OUT OF OR RELATING TO YOUR USE OF THE PLATFORM SERVICES, THE UNIT MATERIALS, OR ANY CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE PLATFORM SERVICES, EVEN IF UNIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

THE UNIT PARTIES WILL ALSO NOT BE LIABLE TO YOU FOR ANY USE OF INFORMATION, DATA, OR OTHER MATERIAL TRANSMITTED VIA THE PLATFORM SERVICES, OR, EXCEPT AS EXPRESSLY PERMITTED BY THE NEXT PARAGRAPH, FOR ANY ERRORS, DEFECTS, INTERRUPTIONS, DELETIONS, OR LOSSES RESULTING FROM OR ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO, OR USE OF, THE PLATFORM SERVICES.

IN NO EVENT WILL THE UNIT PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE GREATER OF (1) THE FEES PAID BY YOU TO UNIT IN THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE UPON WHICH THE APPLICABLE CAUSE OF ACTION AROSE OR (2) DIRECT DAMAGES ACTUALLY INCURRED IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE DATE UPON WHICH YOU BRING THE APPLICABLE CAUSE OF ACTION; PROVIDED, THAT, THIS SUBSECTION (2) SHALL APPLY SOLELY IN THE EVENT OF A TECHNOLOGY MALFUNCTION CAUSED SOLELY AND DIRECTLY BY UNIT RESULTING IN AN ERROR REGARDING A PAYEE'S OR PAYOR'S ACCOUNT INFORMATION OR THE AMOUNT OF A PAYMENT, UP TO THE FACE VALUE OF THE PAYMENT (AND, FOR THE AVOIDANCE OF DOUBT, NOT ANY ERROR OR MISTAKE CAUSED BY YOU (INCLUDING YOUR APPROVAL AND/OR INITIATION OF A TRANSACTION USING INCORRECT PAYMENT INSTRUCTIONS), THE BANK, OR ANY OTHER THIRD PARTY, FOR WHICH, IN EACH CASE, NO UNIT PARTY SHALL BE LIABLE).

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PLATFORM SERVICES OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PLATFORM SERVICES.

THIS SECTION 5 APPLIES TO THE MAXIMUM EXTENT PERMITTED BY LAW, REPRESENTS A FAIR ALLOCATION OF THE RISK BASED ON THE FEES CHARGED HEREUNDER AND APPLIES EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

6. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Unit Parties from and against any and all claims, losses, expenses, costs, penalties, fines, demands, or liabilities, including attorneys' fees and all costs of investigation and enforcement, arising out of or relating to: (i) your access to, use of, or alleged use of the Platform or the Platform Services; (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (ii) our taking any action

or not taking any action that we are entitled to take pursuant to this Agreement; (iii) any action or omission by you; (iv) our action or inaction in reliance upon oral, written or electronic instructions or information from you; (v) any disputes or issues between you and any Payee or any third party; (vi) your actual or alleged fraud; and (vii) the goods or services that are the subject of or relate to any of your payment instructions.

7. ARBITRATION AND WAIVERS

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

7.1 Election to Arbitrate

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

You have the right to opt-out of this arbitration clause and it will not affect any other terms and conditions of this Agreement or your relationship with us. TO OPT OUT, YOU MUST NOTIFY US IN WRITING OF YOUR INTENT TO DO SO WITHIN SIXTY (60) DAYS AFTER OPENING YOUR ACCOUNT. Your opt-out notice can be a letter that is signed by you that states "I elect to opt out of the arbitration clause in my Business Deposit Account Agreement for Account #" or any words to that effect. Send the notice as set forth in Section 1.2. An election to opt out applies only to the account or accounts identified in your opt-out notice or, if no specific accounts are identified in your notice, then to any account(s) that became subject to the arbitration clause within the sixty (60)-day period before we received your notice. The arbitration clause will apply to any claims between us relating to any account(s) for which we do not receive an opt-out notice as described in this section.

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

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

limitation of liability set forth above and, for the avoidance of doubt, is not empowered to award (a) punitive or exemplary Losses, except where permitted by statute, or (b) incidental, indirect or consequential Losses, or Losses for lost profits. The parties waive any right to recover all such Losses.

7.3 Informal Dispute Resolution

If a Claim arises, our goal is to address your concerns and, if we are unable to do so, to provide you with a neutral and cost-effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will first submit your Claim to us by email via the contact method specified above in Section 1.2 and provide us with the opportunity to resolve your concern prior to initiating arbitration.

7.4 Arbitration Procedures

The party initiating arbitration will do so with the American Arbitration Association ("AAA"). The arbitration will be conducted by a single arbitrator according to, and the location of the arbitration will be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with AAA online at www.adr.org or by calling 1-800-778-7879. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision will control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. The arbitration will be held in the United States county where you live or work, or any other location we agree to.

7.5 Arbitration Fees

If we initiate arbitration, we will pay all the administrator's filing costs and administrative fees (other than hearing fees). If you initiate arbitration, filing costs and administrative fees (other than hearing fees) will be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We will pay the administrator's hearing fees for one (1) full day of arbitration hearings. Fees for hearings that exceed one (1) day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party will bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights will apply in the arbitration, notwithstanding anything to the contrary herein.

7.6 Appeals

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

7.7 No Class Actions

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

7.8 Survival and Severability of Arbitration Provision

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

7.9 Judicial Forum for Claims

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

7.10 WAIVER OF RIGHT TO LITIGATE

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

8. INTELLECTUAL PROPERTY RIGHTS

The Platform and the Platform Services are owned and operated (or licensed) by Unit. All content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, text, data, contents, names, trade names, trademarks, trade dress, service marks, layout, logos, designs, images, graphics, illustrations, artwork, icons, photographs, displays, sound, music, video, animation, organization, assembly, arrangement, interfaces, databases, technology, and all intellectual property of any kind whatsoever and the selection and arrangement thereof (collectively, the “Unit Materials”) are owned exclusively by Unit or the licensors or suppliers of Unit and are protected by U.S. copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Nothing related to the Platform or the Platform Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Unit Materials displayed on the Platform or the Platform Services, without our prior written permission in each instance. You may not use, copy, display, distribute, modify or reproduce any of Unit Materials found on the Platform or the Platform Services unless in accordance with written authorization by us. Unit prohibits use of any of the Unit Materials as part of a link to or from the Platform or the Platform Services unless establishment of such a link is approved in writing by us in advance. Any questions concerning any Unit Materials, or whether any mark or logo is a Unit Material, should be referred to Unit. All rights related to the Unit Materials are hereby reserved. You agree that the Unit Materials may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written consent of Unit. You acknowledge that the Unit Materials are and shall remain the property of Unit. You may not modify, participate in the sale or transfer of, or create derivative works based on any Unit Materials, in whole or in part.

To the maximum extent permissible under applicable law, you hereby irrevocably grant to Unit a royalty-free and assignable right to use any data or information collected from you in connection with this Agreement or transmitted using the Platform Services, such as transactional data and information regarding Payees; provided, that, Unit may only use any such data or information to the extent not prohibited by applicable laws and regulations and solely for its business purposes, including, without limitation, (i) fulfilling its obligations under this Agreement and performing, improving, and enhancing the Platform Services, (ii) developing or improving other services, and (iii) fraud mitigation and compliance monitoring purposes.

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Platform and the Platform Services (“Feedback”). With respect to any Feedback you provide, we shall own, and shall be free to use and disclose any ideas, concepts, know-how, techniques, or other materials contained in your Feedback for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information, without compensation or attribution to you.

9. THIRD PARTY SERVICES AND LINKS TO OTHER WEBSITES

The Platform Services may enable you to connect to third-party services or products (“Third Party Services”). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible or liable for the performance of any Third Party Services. Further, you agree to resolve any disagreement between you and a third party regarding the terms and conditions of any Third Party Services with that third party directly in accordance with the terms and conditions of that relationship, and not Unit. The Platform

Services may contain links to third-party websites. The inclusion of a link to a third-party website does not imply an approval, endorsement, or recommendation by Unit. Such third party websites are not governed by this Agreement. You access any such website at your own risk. We expressly disclaim any liability for these websites. When you use a link to go from the Platform Services to a third-party website, our Privacy Policy is no longer in effect.

Your browsing and interaction on a third-party website, including those that have a link in the Platform Services is subject to that website's own terms.

10. GENERAL PROVISIONS

10.1 Entire Agreement

This Agreement is the entire understanding and agreement between you and Unit relating to the Platform Services. You will separately enter into terms and conditions with the Bank related to the Platform Services.

10.2 Assignments

You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement or any of our rights or obligations under this Agreement at any time without notice. This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

10.3 No Waiver of Rights

Any waiver of any provision hereunder by Unit shall only be made in a signed writing. Unit's failure to insist at any time upon strict compliance with any term of this Agreement, or any delay by Unit in enforcing this Agreement, or a continued course of such conduct on Unit's part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise.

10.4 Interpretation

Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Definitions in the singular also apply in the plural, and vice versa. Any rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. All of our rights related to this Agreement are cumulative and are not exclusive.

10.5 Severability

In the event that any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected. To

the extent permitted by law, the parties waive any provision of law that prohibits or renders unenforceable any provisions of this Agreement, and to the extent that such waiver is not permitted by law, you and we agree that such provision will be interpreted as modified to the minimum extent necessary to render the provisions enforceable.

10.6 Governing Law, Forum and Time Limits

All actions relating to this Agreement will be governed by the laws and regulations of the United States and the State of New York, irrespective of conflict of law principles. You agree that any dispute arising under this Agreement or relating in any way to your relationship with us that is not arbitrated will be resolved in a federal or state court located in New York and that you will be subject to such court's jurisdiction. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, (I) ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE, (II) THE DEFENSE OF AN INCONVENIENT FORUM, AND (III) ANY RIGHT TO A JURY TRIAL.

Except where prohibited by law, you agree that you must file any lawsuit or arbitration against us within six (6) months years after the claim arises, unless New York law provides for a shorter time. If New York law requires a longer time period, you agree to the shortest time period permitted under New York law.

10.7 Agreement to Conduct Business Electronically

The parties agree to conduct business electronically. The parties acknowledge that any electronic signature has the same legal effect as a physical signature.

10.8 No Third Party Beneficiaries

Nothing herein, whether expressed or implied, shall be construed to give any person other than you or us any legal or equitable right, remedy, or claim under or in respect of this Agreement, and no action may be commenced or prosecuted against a party by any third party claiming it is a third-party beneficiary of this Agreement.

10.9 Cell Phone Communications

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

10.10 Force Majeure

Unit shall not be responsible or liable for any delay or failure in providing the Platform Services caused by the occurrence of unforeseeable and/or unavoidable circumstances beyond its reasonable control, including, without limitation, acts of God, fire, failures of computer, internet, or communication services,

flood, war, pandemics or epidemics, government action, earthquakes, explosions, terrorism, embargoes, or industrial disturbances.