

Online Access Agreement

Online Access Agreement for FinWise Bank and FinWise Bank Business Online Services

This Agreement revised and effective as of April 1, 2014

This Agreement (this "Agreement") governs your use of FinWise Bank's *Online* and FinWise Bank's *Business Banking Online* services. In this Agreement, the word "Service" refers to all FinWise Bank's Online and FinWise Bank Business Banking Online services.

Please read this Agreement carefully. By clicking "I Agree" below or using the Service, you are agreeing to the terms of this Agreement. This Agreement includes, among other things:

- **our obligations to you;**
- **your obligations as a user of the Service;**
- **waiver of "two or more signature" requirements on accounts;**
- **the ways in which we may send you notices and disclosures;**
- **your agreement with us to use binding arbitration for most disputes arising under this Agreement or concerning the Service and to waive the right to a trial by jury;**
- **your waiver of class-action rights;**
- **limitations on our liability to you; and**

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Definitions

In this Agreement, the words:

- "We," "us," "our" and "FinWise " means FinWise Bank.
- "You" or "your" means, as applicable, each Owner of an Eligible Account, a person applying for an Eligible Account, any Trust and Managed Investment account Eligible Beneficiary entitled to online access, or a Delegate.
- "Authorized Representative" means a person with authority to take action or make decisions on behalf of another person with respect to an Eligible Account or, and includes any person who may (i) manage or administer an Eligible Account or, or (ii) authorize another person to access an Eligible Account.
- "Business" means any person or entity other than a Consumer that has an Eligible Account with respect to which is requested.
- "Business Eligible Account" means an Eligible Account owned by a Business.
- "Business Day" means Monday through Friday, excluding Saturday, Sunday and federal banking holidays for bank accounts and products and/or services, and U.S. stock exchange holidays for brokerage accounts.
- "Consumer" means a natural person who has an Eligible Account for which is requested primarily for personal, family or household purposes.
- "Consumer Eligible Account" means an Eligible Account owned by a Consumer.
- "Delegate" means a person described in subsection 2.B.3 of this Agreement.
- "Delegate Tool" means an access management tool described in subsection 2.B.3 of this Agreement.
- "Eligible Account" means each FinWise Bank product you have with us, or apply for, which may be applied for or is accessible through the Website. Eligible Accounts include deposit accounts, loans, lines of credit, and other products or accounts you maintain with us.

- "Eligible Beneficiary" means a person designated by the governing document as the recipient or potential recipient of funds from a Trust and Managed Investment account and who is eligible for online access to that account, and any Authorized Representative of that person.
 - "Financial Management Software" has the meaning described in subsection 12.A of this Agreement.
 - "Handheld Device" includes a cell or mobile phone, tablet computer, or personal digital assistant (PDA) satisfying hardware and software requirements as specified by us from time to time.
 - "Include" and "including", when used at the beginning of a list of one or more items, indicates that the list contains examples - the list is neither exclusive nor exhaustive and the items in the list are intended only as illustrations. They are not the only possible items that could appear in the list.
 - "Mobile Banking Service" means each of the variety of products and services you may access through the Service using a Handheld Device, or by other means. These products and services include, without limitation, browser and text banking. Not all Eligible Accounts are accessible through the Mobile Banking Service.
 - "Online Access Process" means the terms under which you are allowed to access and use the Service via the Website, the process or procedures you use in order to obtain access to the Service (including required security procedures) via the Website, and our right to change, suspend or terminate all or part of the Service, this Agreement or your access to the Service.
 - "Owner" means each person who is an owner of an Eligible Account as indicated in our records, and any Authorized Representative of that person.
 - "Service" means all FinWise Bank's Online and, FinWise Bank's Business Banking Online services, and includes all the Eligible Accounts you can access via the Website after entering into this Agreement.
 - "Website" refers to all FinWise Bank Online and FinWise Bank Business Banking Online services websites and all other web pages maintained by us and accessible through <http://www.finwisebank.com/>, the Mobile Banking Service. Also included are any other websites or web pages you can access only after you, or a person for whom you are acting as an Authorized Representative, enter into this Agreement as a condition to accessing the website. It does not include any website that has its own separate agreement governing online access.
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1. What's part of this Agreement; Your other agreements with us; Conflicts between agreements

A. What's part of this Agreement

The Service is subject to this Agreement and also to the following, which are considered part of this Agreement:

- the General Terms of Use for the Website;
- the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using the Service;
- FinWise Bank's rules, procedures and policies, as amended from time to time, that apply to the Service, any Eligible Account;
- the then-current rules and regulations of any funds transfer system or payment system used in connection with an Eligible Account; and
- state and federal laws and regulations, as applicable.

B. Your other agreements with us and conflicts between agreements

In addition to this Agreement, you may have a separate agreement for each of your Eligible Accounts, and those agreements will continue to apply to each of them. If this Agreement conflicts with another agreement, or another agreement has terms that are not addressed in this Agreement, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise. The other agreement will only control with respect to the Eligible Account it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding online services or features that appear in another agreement covering your Eligible Account, but not in this Agreement, will apply.

To illustrate, if your Eligible Account is covered by another agreement and a dispute arises between you and us under that agreement, then the dispute resolution and governing law provisions in that other agreement will control.

There is an exception to the general rule described in this Section 1. If another agreement you have with us includes terms that address the Online Access Process, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address the Online Access Process.

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2. Your use of the Service; Owners, Authorized Representatives and Delegates; Waiver of requirement for two or more signatures

A. Your use of the Service

Subject to the terms and conditions of this Agreement, you may use the Service to access your Eligible Accounts, obtain, and perform authorized transactions through the Website. The available categories of Eligible Accounts are described on our Website and may change from time to time, at our sole option. With respect to your Eligible Accounts, available transactions may include obtaining balance information, transaction history and other information. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous Business Day. Insurance policy information is provided purely for informational purposes and current, accurate coverage information is only available directly from your insurance carrier.

We may occasionally introduce new features to the Service or eliminate features from the Service. When this happens, we will update our Website accordingly.

You agree that you are:

- solely responsible for acquiring and maintaining a computer or any other electronic device and equipment that can handle and access the Service; and
- responsible for all costs associated with accessing the Service and your Eligible Accounts.

B. Owners, Authorized Representatives and Delegates

1. If an Eligible Account is owned by more than one person or has more than one Authorized Representative, each such person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account and related, to the extent allowed by the terms, conditions or governing provisions of the Eligible Account. You agree that each of your Authorized Representatives will be acting as your agent and will be bound by this Agreement and any separate agreement governing the Eligible Account. We may rely and act on the instructions of any such person without incurring liability to you. All transactions that an Authorized Representative performs on an Eligible Account, including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions, and we are not responsible for them.
2. If you make a person an authorized signer on an Eligible Account, and that authorized signer is enrolled in the Service, we may in our discretion treat that authorized signer as an Authorized Representative. If you notify us that an Authorized Representative is no longer authorized, only transactions that you did not want or intend and that the Authorized Representative performs after you notify us, and we have a reasonable opportunity to act on the notice, will be considered unauthorized transactions. Please refer to the specific agreements for your Eligible Accounts for more details.
3. From time to time, we may offer tools on the Website or through other channels for managing the authority of some of your Authorized Representatives ("Delegate Tools"). Delegate Tools permit you, either directly or through us, to limit or control the access that certain of your Authorized Representatives will have to, or tasks they can perform with, an Eligible Account. An Authorized Representative acting within the authority established using the Delegate Tools will be called a "Delegate" in Paragraphs B.3 through B.10 of this Agreement. Any Owner of an Eligible Account may use the Delegate Tools to establish a Delegate. We may provide Delegate Tools that permit one Delegate to establish, or manage the access of, another Delegate. A Delegate may also, as an Authorized Representative, have other authority in addition to the authority established using the Delegate Tools. A Delegate appointment by one Owner of an Eligible Account will be considered a Delegate appointment by all other Owners of that Eligible Account. **You agree that you, and not we, are responsible for supervising all of your Authorized Representatives and monitoring the actions they take on your behalf, whether or not we provide Delegate Tools for managing their authority.**
4. All transactions that a Delegate performs on an Eligible Account within the scope of the authority you grant using the Delegate Tools, including any transactions you did not want or intend, are transactions authorized by you.

You are solely responsible for those transactions, and we are not responsible for them. If you revoke or change the authority of a Delegate using the Delegate Tools, only transactions that you did not want or intend and that the Delegate performs after you change their authorization, and we have a reasonable opportunity to act on that notice, will be considered unauthorized transactions. To notify us that you want to terminate a Delegate appointment you have made on the Website, you must access the Website using your username and password, select the applicable link to manage access to your accounts on the Account Services page, and follow the directions to delete the Delegate, or you must contact FinWise Bank's Customer Service by calling 801-501-7200 with your notification to remove the Delegate. If you have made a Delegate appointment through another channel, you must follow the process for terminating the Delegate appointment through that same channel.

5. We may, at our option, permit you to authorize a Delegate to initiate funds transfers or other transactions on an Eligible Account or through. If you authorize a Delegate to initiate fund transfers or other transactions on an Eligible Account, then you are also agreeing that for purposes of such transactions the Delegate is an authorized signer on the Eligible Account, subject to the terms of the separate agreement for your applicable Eligible Account. In addition, if you make a person an authorized signer on an Eligible Account, and that authorized signer is enrolled in the Service, we may, in our discretion, treat that authorized signer as a Delegate and automatically assign View and Transact authority to that Delegate, as described in paragraph B.7 below.
6. You agree that you may only appoint Delegates, at our sole option, in accordance with the requirements and procedures we provide to you from time to time. This provision takes precedence over any conflicting provision in any other agreement you have with us. We may discontinue offering Delegate options or permitting Delegates to access your Eligible Account at any time, without prior notice.
7. The Service includes the following types of Delegates:
 - **Guest User**, a person to whom you allow online access through his or her first name, last name, and email address, but with authority only to view your Eligible Account balance and transaction information.
 - **View Only**, a person with his or her own username and password for accessing the Service and for whom you authorize online access to an Eligible Account, but with authority only to view balance and transaction information.
 - **View and Transact**, a person with his or her own username and password for accessing the Service and to whom you authorize online access to an Eligible Account with authority to engage in and authorize specified transactions with respect to that Eligible Account, as permitted by the Service.

Some Delegate features may not be available for certain accounts or customers.

8. You are responsible for ensuring that each Delegate maintains the confidentiality of his or her username, password, or other login identification.
9. You agree that each Delegate will access and use each Eligible Account, in accordance with the authority given to the Delegate by the delegating Owner. Each time the Delegate accesses, views, or transacts on an Eligible Account, you represent and warrant to us that the Delegate's action is authorized by the delegating Owner. If we receive conflicting instructions, or if we believe that an Eligible Account's security or our security may be at risk as a result of a Delegate, we may at our sole discretion terminate the Delegate's access to the Service, an Eligible Account, or, or prevent the individual from being a Delegate, without prior notice to you or any account Owner.
10. The authority of a Delegate will terminate: (a) when we are notified by an Owner through the appropriate channel that the Delegate's authority is terminated and we have a reasonable opportunity to act on the notice, (b) when we are notified by an Owner that the Owner appointing the Delegate ceases to be an Owner on the Eligible Account and we have a reasonable opportunity to act on the notice, (c) in the case of Consumer accounts and sole-proprietor Business accounts, upon our receiving written notice of the death or incapacity of the delegating Owner from a court of competent jurisdiction or from a source that we consider official and reliable and we have a reasonable opportunity to act on the notice, (d) at our sole discretion if an Owner or Delegate breaches any provision of this Agreement, or (e) when, in the case of a View Only Delegate or View and Transact Delegate, the Delegate ceases to be enrolled in the Service.

C. Waiver of requirement for two or more signatures

You agree that any requirement of verifying two or more signatures on any item, such as checks, will not apply to electronic or telephone transfers, and we will have no liability when making these kinds of transfers without the requisite verification. This

means that any person who is an authorized signer on your Eligible Account is authorized by you to individually make electronic or telephone transfers, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

D. ESIGN Consent

As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts. Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information "in writing" – which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use electronic records and signatures in our relationship with you. So, before you use our Electronic Services you must review and consent to the terms outlined below.

In this consent:

- "We," "us," "our" and "FinWise" means FinWise Bank, and each and every current and future affiliate of FinWise Bank.
 - "You" and "your" means the person giving this consent, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any FinWise Bank Product that you apply for, use or access.
 - "Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.
 - "Electronic Service" means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future.
 - "FinWise Product" means each and every account, product or service we offer that you apply for, own, use, administer or access, either now or in the future. FinWise Products include Electronic Services.
 - The words "include" and "including," when used at the beginning of a list of one or more items, indicates that the list contains examples – the list is not exclusive or exhaustive, and the items in the list are only illustrations. They are not the only possible items that could appear in the list.
1. **Your consent to use electronic records and signatures; choosing to receive Communications electronically or in writing; certain information must still be provided in writing.** In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form ("Electronic Records"). We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways. These various delivery methods are described in our Online Access Agreement and in other agreements we may have with you from time to time. In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this consent will automatically cover those Communications as well.

We will continue to provide your tax statements on paper unless you separately elect to receive them electronically (if available).

2. **Your option to receive paper copies.** If we provide Electronic Records to you, and you want a paper copy, you may contact the appropriate customer service unit and request a paper version. You will find the appropriate contact information in the account statement or agreement for the FinWise Bank Product related to the Electronic Record. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the applicable agreement for any fee that may apply for paper copies.
3. **Your consent covers all FinWise Bank Products; Privacy Policies.** Your consent covers all Communications relating to any FinWise Bank Product. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new FinWise Bank Product from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other FinWise Bank Product.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on www.finwisebank.com, or, with prior notice to you, on another website where we offer Electronic Services.

4. **You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.** You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:
 - your access to our Electronic Services, including online banking, and
 - your ability to use certain FinWise Bank Products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving online account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific FinWise Bank Product, if you withdraw consent we may charge higher or additional fees for that product or for services related to it. Please refer to the applicable agreement for any fee that may apply.

To withdraw your consent:

- if you are enrolled in online banking, you must contact us at 801-501-7200.
 - if you are not enrolled in online banking, you must contact us at 801-501-7200.
5. **You must keep your email or electronic address current with us.** You must promptly notify us of any change in your email or other electronic address. You may change the email address on record for you by going to the My Settings page within your online service and updating your contact information. If you have given us another type of electronic address, such as an electronic address or mobile phone number for SMS text messages, you may also change that address by going to the My Settings. There may be other, special FinWise Bank Products for which we provide separate instructions to update your email or other electronic address.
 6. **Hardware and software you will need.** To receive Electronic Records, you must have access to:
 - a Current Version (defined below) of an Internet browser we support,
 - a connection to the Internet,

- a Current Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader), and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

By "Current Version," we mean a version of the software that is currently being supported by its publisher.

From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Online Banking.

7. **Changes to hardware or software requirements.** If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.
8. **Your enrollment in Electronic Services using our equipment.** If you enroll for an Electronic Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of this ESIGN Consent.
9. **Communications in languages other than English.** Please note, we may be unable to fulfill and service FinWise Bank Products in a language other than English. Future Communications may be in English only. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction before entering into it and to explain any future Communications in English.

By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your FinWise Bank Products.

ADDITIONAL EXAMPLES OF ELECTRONIC RECORDS COVERED BY YOUR CONSENT INCLUDE:

1. This ESIGN Consent Disclosure and any amendments;
2. Our Online Access Agreement, other service or user agreements for online access to our Electronic Services, and all amendments to any of these agreements;
3. All of the Communications related to any FinWise Bank Product, except for those excluded by the terms of this ESIGN Consent Disclosure;

4. All of the periodic account and activity statements, disclosures and notices we provide to you concerning your FinWise Products;
5. Any notice or disclosure regarding fees or assessments of any kind, including late fees, overdraft fees, overlimit fees, and returned item fees;
6. Notices of amendments to any of your agreements with us; and
7. Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion.

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3. Accessing Eligible Accounts through the Service and terminating access

A. Gaining online access to or using the Service

You authorize FinWise Bank to provide access to your Eligible Accounts through the Service. You may access your Eligible Accounts through the Website to obtain information and perform transactions as authorized on the Website.

To access your Eligible Accounts through our Website you must have a username, a password and the required hardware and software as described on the Website. You must also comply with any other security procedures and policies we may establish from time to time.

Subject to the terms of this Agreement, you will generally be able to access your Eligible Accounts through the Website 7 days a week, 24 hours a day. At certain times, the Service may not be available due to system maintenance or circumstances beyond our control.

You must provide all telephone and other equipment, software (other than any software provided by us) and services you need to access the Service.

When using the Mobile Banking Service, you may generally access certain Eligible Accounts through the mobile browser and receive certain information through text messaging under this Service, using a Handheld Device.

B. Terminating your access to the Service

1. **For violation of the Agreement:** If you violate any terms of this Agreement (including the failure to pay fees under any applicable fee schedule) or any other agreement you have with us, you agree that we may suspend or terminate your access to any one or more of your Eligible Accounts. We will not be required to reinstate or re-activate your access.
2. **By your own choice:** If you close all of your Eligible Accounts and terminate or withdraw from the Service, we may suspend or terminate your access without prior notice to you. We will not be required to reinstate or re-activate your access. Also, if you have no Eligible Accounts linked to the Service, or do not use the Service for a period of 24 consecutive months, we may, in our sole discretion, terminate your access without prior notice to you.

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4. Additional provisions for Eligible Accounts

A. Removal of online access

For each Eligible Account, you may request removal of online access by sending an email through the Service or by calling FinWise Bank's Customer Service at 801-501-7200.

B. Timing for completion of funds transfers initiated through the Service

Except as otherwise stated on the Website or in our other agreements with you, a funds transfer completed through the Service before the transfer cut-off time on a Business Day will be posted to your Eligible Account the same day, except for line of credit, loan and mortgage transactions, which may take up to 3 Business Days to process but will post as of the Business Day the transaction was made. All transfers completed after the transfer cut-off time on a Business Day, or at any time on a day that is not a Business Day, will be posted on the next Business Day. Please note:

- For funds transfers between financial institutions, those transfers will be processed, completed and posted by the other institution in accordance with its own rules,
- Funds transfers to and from standard brokerage accounts, if permitted, may have different transfer cut-off times or posting times, and
- Funds transfers initiated through the Service for person-to-person payments may have different transfer cut-off or posting times.

C. System maintenance and online account access

At certain times, online access to one or more of your Eligible Accounts may not be available due to system maintenance or circumstances beyond our control. During these times, for banking services you may be able to use our Tel-express Service at 801-545-6090, or an automated teller machine ("ATM"), to obtain information about your Eligible Accounts. .

D. Linking and displaying Eligible Accounts

If you enroll for the Service, certain Eligible Accounts on which you are an Owner, Delegate of the Owner, Eligible Beneficiary, or authorized signer may be linked and displayed. The linked and displayed Eligible Accounts through the Mobile Banking Service may be subject to certain limitations and restrictions. Eligible Accounts that are linked together will appear on your Account Summary page on the Website without regard to who else may have an ownership interest in each Eligible Account. However, Consumer Eligible Accounts and Business Eligible Accounts will not be linked unless you own all Eligible Accounts.

E. Communicating electronically on your behalf

To the extent necessary to carry out your instructions with respect to an Eligible Account, you authorize us to send emails and text messages to other persons on your behalf. Emails and text messages sent to others pursuant to your instructions and on your behalf may identify you by name and may state that we are sending them on your behalf and according to your instructions.

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5. Additional provisions for Business Eligible Accounts

If you have a Business Eligible Account, any Authorized Representative is authorized on terms, conditions, and agreements that we may from time to time require to:

- enter into this Agreement, as amended from time to time;
- access each Business Eligible Account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and

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6. Bill Pay

A. Description of Bill Pay

FinWise Bank's Bill Pay ("Bill Pay") allows you to schedule bill payments through the Service. You must be enrolled in the Service to use Bill Pay. Each user that wants to use Bill Pay must enroll in the Service separately.

You authorize us to add Eligible Accounts that are FinWise Bank loan accounts as payees in Bill Pay. Depending on your history and record related to those accounts, however, we may not automatically establish them as your Bill Pay payees.

Certain providers may require you to provide additional identification information in order to view the bill detail information from our Website, or you may be required to visit your provider's site directly in order to view bill detail information.

You can arrange, at your option, for the payment of your current, future and automatic (recurring) bills from (i) a FinWise Bank checking account, (ii) a FinWise Bank account, or, (iii) certain FinWise Bank home equity line of credit accounts. A Funding Account may not be used to pay any part of the balance you owe on that Funding Account. Eligible Accounts that require two or more signatures or authorizations to withdraw or transfer funds may not be used as a Funding Account.

Other than as stated above, there is no limit to the number of payments that may be authorized (except that payments funded with a credit account are limited to the total of the available credit in the account at the time payments are made). You may pay anyone in the Continental U.S. (including Alaska and Hawaii) and the following U.S. Territories: Guam, Puerto Rico and the Virgin Islands; as approved by us for payment through Bill Pay. If you wish to use this Service to make payment to a person or business with an APO or FPO address, please note that such payment will be made by a paper instrument mailed to the payee. The Bill Pay Payment Guarantee will not apply to payments made to payees outside the Continental U.S.; and to any federal, state, or local tax agency, or court-ordered payments; as we are unable to guarantee correct delivery or routing. By manually furnishing us with the name and address of a payee or an image of a payee by other means, you authorize us to follow your payment instructions regarding that payee. In some instances, Bill Pay may submit payments to the best known payee address. When necessary, we will change or reformat your payee account number to match the account number or format required by your payee for electronic payment processing and eBill activation. Bill Pay is intended only for use by you as the subscriber of Bill Pay. Any attempt to use Bill Pay to process payments for third parties is prohibited and will be grounds for termination of Bill Pay and your access to the Service.

We may use nonaffiliated third parties acting on our behalf to process Bill Pay payments. Bill Pay third-party processors are required to adhere to FinWise Bank's strict standards of security and privacy protection. Paper checks processed by nonaffiliated third parties may show that they were drawn on the third-party processor rather than on FinWise Bank.

The date the Bill Pay payment begins processing is referred to in this Agreement as the "Payment Send on Date." Specific details about the Payment Send on Date will be provided on the Service web pages when you schedule a Bill Pay payment.

For bill payments funded by checking accounts or a Command Asset Program, we may, at our option, pay or refuse to pay the bill payment if it would create an overdraft on your Funding Account, without regard to whether we may have previously established a pattern of honoring or dishonoring overdrafts. We may, without prior notice to you, take any of the following actions, at our sole discretion, if we receive a bill payment drawn against your checking account or a Command Asset Program and there are insufficient available funds in your Funding Account to cover the bill payment:

- cover the bill payment in accordance with the terms of any written overdraft protection plan that you and we have established,
- pay the bill payment and create an overdraft on your account, or
- Decline the bill payment.
- Attempt the Bill Pay transaction again the following business day. (Until the second attempt is completed the following business day, the payment status will be "In Process", and cannot be cancelled).

You agree to pay our fee(s), which may vary depending on the action we take. Any negative balance on your Funding Account will be governed by your agreements with us concerning the Funding Account.

If a Funding Account is a line of credit account, we will not be obligated to make a payment unless that account has sufficient available credit to pay the bill on the Payment Send on Date. See your account's terms and conditions for over limit fees that may apply to you if any bill payments, associated fees or finance charges cause your line of credit balance to exceed the credit limit. The dollar amount of bill payments through your line of credit account (whether we make these payments electronically or by check) will be charged to that line of credit on the Payment Send on Date. Finance charges (such as interest and transaction fees) may apply to bill payments funded by a line of credit account; these charges will be shown to you during the payment scheduling process. See your line of credit account agreement and any written disclosure statements for more information.

If your Funding Account closes or is restricted for any reason, all pending payments associated with the account will be cancelled, and it is your sole responsibility to make all pending and future payments.

B. Fees

There are no Service fees on the actual Bill Pay transactions.

C. No duty to monitor Bill Pay payments

We do not have any duty to monitor the payments that are made through Bill Pay. If you are a Business and an Authorized

Representative of yours uses your Funding Account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us and our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments, and expenses (including attorney fees) arising out of or in any way connected with such use.

D. Bill Pay stop payment or change instructions

You have the right to stop or change any scheduled bill payment. However, you must change or cancel a scheduled electronic bill payment within the secure online session by 7:00 p.m. (Pacific Time), on the Payment Send on Date, by using Bill Pay or by calling FinWise Bank's Customer Service at 801-501-7200. After 7:00 p.m. (Pacific Time), electronic bill payments that are sent, are in process, and cannot be cancelled or stopped. Payments that are sent by paper check may have a stop payment placed by using the Bill Pay secure online session, or by calling FinWise Bank's Customer Service at 801-501-7200. Stop payments of paper checks are not guaranteed. Payees may present paper check payments to their bank before the stop payment has been properly processed, and once a paper check has been cashed by the payee it cannot be stopped. If we are successful in stopping the payment of a paper check it may take up to 7 Business Days for the funds to be credited back to your account.

E. Scheduling Bill Pay payments

Payments made through Bill Pay require sufficient time for your payee to receive your payment and credit your account properly. To avoid incurring a finance or other charge imposed by your payee, you must schedule a payment sufficiently in advance of the payment due date. There will be a delay between the Payment Send on Date (the date your payment begins processing) and the date the payee receives that payment. You must schedule the payment in accordance with the payment rules displayed on the Make Payment screens. The Payment Send on Date must be at least 5 full Business Days prior to the date the payment is due at the payee for check payments and up to 3 full Business Days or as shown on the Make Payment screens for electronic payments. For scheduling purposes, the first Business Day after your scheduled Payment Send on Date should be counted as Day 1. You must time your payment using the due date of the payment and not the last day of any grace period established by the payee. Payments must be scheduled before 7:00 p.m. (Pacific Time) to be processed on that day. Funds will be withdrawn from your Funding Account two business days following your Payment Send on Date. Your Available Balance may be reduced by the amount of your payment on the calendar day following your Payment Send on Date, if that day is not a Business Day.

If your Bill Pay payment is sent by check and the check is not presented for payment within 90 days, we will stop payment on the check and credit the check amount to your Funding Account.

To prevent sending duplicate payments, if you schedule more than one payment to the same payee, for the same amount on the same date, only one payment will be sent.

F. Errors

If we do not properly complete a bill payment on time or in the correct amount, we will pay any related late fees or finance charges that you reasonably incur as a result, as long as your account was in good standing with the payee prior to this incident. We will also be liable to you if we fail to stop a payment according to your order, so long as your order describes the payment with reasonable certainty and is received at a time and in a manner that affords us a reasonable opportunity to act on it before the payment is sent or is in process. Except as stated in this Agreement, any stop payment provisions of the agreement governing your Eligible Account that apply to checks will also apply to Bill Pay. We will not be responsible for any charges or fees imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including, without limitation, any applicable finance charges and late fees. In addition, we will not be liable if any third party, through whom any bill payment is to be made, fails to properly transmit the payment to the intended payee. We will also not be liable if: (a) there are insufficient available funds or credit availability in your Funding Account and/or overdraft protection plan; (b) if a legal order directs us to prohibit withdrawals from the Funding Account; (c) if the Funding Account is closed or frozen; or (d) if any part of the electronic funds transfer system network is not working properly. We will not be liable for indirect, special, or consequential damages arising out of the use of Bill Pay. FinWise Bank does not recognize "Grace Periods" or "Late After" dates when considering the reimbursement of late fees or finance charges.

G. Accounts accessible by more than one person

Joint account holders may use the same account as their funding account for their individual use of Bill Pay. Each Owner of an Eligible Account and each Delegate with access to that account has the same right of access to account activity such as notifying Online Customer Service of suspected loss, fraud or canceling Bill Pay, etc. Each Owner and Delegate may individually enroll in Bill Pay and, if so enrolled, must have a unique password and will have a separate payee list and payment history.

H. Termination of Bill Pay

If you have Bill Pay and do not schedule or process a payment through Bill Pay for any 3-month period, FinWise Bank may, at its sole discretion, terminate your use of Bill Pay without prior notice. You agree that you will only use Bill Pay to pay bills and invoices, and not for any other purpose. Using Bill Pay for other, unauthorized purposes or establishing more than 999 payees

may result in termination of your access to Bill Pay, at FinWise Bank's sole discretion. You must have at least one Eligible Account that is either a FinWise Bank checking account accessible through the Service, to use Bill Pay. If you close your checking account, you must designate a new checking account as a Funding Account within 30 days or FinWise Bank may terminate Bill Pay without prior notice. If FinWise Bank terminates your use of Bill Pay, your online bill payment information will be lost and all pending payments will be cancelled and are your sole responsibility. If you decide to terminate Bill Pay, we strongly suggest that you cancel all future bill payments at the same time that you cancel Bill Pay, either by deleting those payments yourself using Bill Pay or by calling FinWise Bank's Customer Service at 801-501-7200. This will ensure that future payments made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that you have terminated Bill Pay.

I. Bill Pay provisions control

If this Section 6 conflicts with any other provisions of this Agreement, this Section governs with respect to Bill Pay.

J. Additional provisions for Businesses

The provisions in this Section 6.J. apply only to bill payments from Business accounts. You agree that the password security described in Section 16 of this Agreement sets forth security procedures for electronic fund transfers that are commercially reasonable. For payment requests from Business accounts, which are subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), we are liable only for damages required to be paid under UCC 4A. In no event will we be liable for any exemplary, special, indirect, or consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law.

As provided in Section 23.B. of this Agreement, if you do not access your Eligible Accounts through the Service for any 3-month period, we may terminate all or any part of the Service.

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7. FinWise eBills

A. Description of FinWise eBills

This Section 7 covers the delivery of electronic payment statements for certain types of FinWise loans and line of credit products ("FinWise eBills") through Bill Pay. The FinWise Bank credit products eligible for FinWise eBills will be identified within the Bill Pay portion of the Website ("Eligible Credit Accounts"). We may add or remove categories of credit products from the list of Eligible Credit Accounts at any time.

By activating FinWise eBills, you agree to abide by the terms and conditions stated in this Section to receive FinWise eBills, and to receive other related communications electronically. You must enroll each Eligible Loan Account individually in FinWise eBills.

B. Requirements

To receive delivery of your FinWise eBills through Bill Pay, you must have an Eligible Account that is a FinWise Bank deposit account with us accessible through the Service, and be registered as a FinWise Bank Online or FinWise Bank Business Banking customer with Bill Pay. You will need to ensure that your computer software meets the requirements provided on the Website in order to view, print, and/or save your online statement and legal notices. We will send you an email every statement cycle to let you know that your current statement is ready for you to view, print, and/or save at your convenience.

By requesting that bills, statements, or other communications from us be sent to you electronically, you warrant that you have the right, power, and authority to receive them.

You understand and agree that FinWise eBills are provided for your convenience, and payments due continue to be your responsibility as stated in your promissory note, line of credit agreement, mortgage, deed of trust or security agreement for each Eligible Loan Account, as applicable.

For eBill accounts that are in default or subject to the automatic stay in bankruptcy, we may, at our sole option, elect to discontinue delivering eBills.

C. Individual and joint responsibility

Any individual borrower on your loan, line of credit, or account can enroll in FinWise Bank's eBills. Regardless of the individual who enrolls in FinWise Bank's eBills, the terms of this Agreement apply to all borrowers, individually and jointly.

D. Fees

There are no monthly or transaction fees for FinWise eBills. If we add fees in the future, we will notify you, and you will have the choice to discontinue FinWise eBills. Please note that fees may be assessed and billed separately by your Internet service provider.

E. Hours of accessibility

Please refer to Section 3.A of this Agreement.

F. Consent to electronic communications

1. As part of your enrollment in the Service, you have agreed that any and all disclosures and communications from us regarding your Eligible Account, your FinWise eBills, Bill Pay, or this Agreement may be made electronically in accordance with the notice provisions of this Agreement.
2. Electronic communications upon FinWise eBills activation:
 - **For customers who already activated FinWise eBills:** Your Eligible Account payment statement will be handled electronically, and you will no longer receive paper statements. If you discontinue FinWise eBills at any time, your paper payment statements will resume automatically. If you want to discontinue paper payment statement delivery, use the Statement Delivery feature described below.
 - Your receipt of paper payment statements will be unaffected. If you want to discontinue paper statement delivery, use the Statement Delivery feature described below.
 - **Statement Delivery feature:** If you want to discontinue paper payment statement delivery or resume paper payment statement delivery at any time, you must go to Account Services on the Website, click on "Change Statement Delivery Options," and then make your selection.
3. You have the right to withdraw your consent to receive electronic disclosures and communications at any time at no cost to you. Withdrawal of your consent, however, will terminate your FinWise eBills and resume paper payment statement delivery if you do not already receive paper statement delivery as described in the paragraph above on "Electronic Communications upon FinWise eBills activation." If you want to discontinue paper payment statement delivery, you must follow the steps in the paragraph above on "Electronic Communications upon FinWise eBills activation." To cancel an eBill, sign on to Bill Pay, click the "Payees" tab, select the name of the payee providing the eBill, and then click on "Stop Receiving This Bill Online" in the FinWise eBills Options section of the Payee Information screen. Please allow up to 10 Business Days to receive confirmation that you will no longer receive your eBill.

G. Termination of eBills

Please refer to Section 6.H. of this Agreement. Those provisions also apply to FinWise eBills.

H. Payment processing

Please refer to Section 6.A. of this Agreement. Those provisions also apply to FinWise eBills.

I. Changes to charges, fees or other terms

We reserve the right to change the charges, fees, or terms for FinWise eBills. If we make a change, we will provide notice to you in accordance with terms of this Agreement. We also reserve the option, in our business judgment, to waive, reduce, or reserve charges or fees in individual situations.

J. Questions or error correction on statements delivered through FinWise eBills

In case of questions or errors about FinWise eBills or Bill Pay, contact Customer Service at 801-501-7200. We must hear from you no later than 60 days after we have sent the first paper or online statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within 10 Business Days. When you tell us about the problem, please:

- tell us your name and account number.
- describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need.

- tell us the dollar amount and date of any suspected error.

We will inform you of the results of our investigation within 10 Business Days after we hear from you or receive your complaint or inquiry in writing (if required), and we will notify you of our investigation results and correct any error, if such an error exists, promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. We will alert you if we require more than 10 Business Days to complete our investigation. If we determine that there was no error, we will send you a written explanation after we finish our investigation. If we do not complete a transaction on time or in the correct amount according to our agreement with you, we will indemnify and hold you harmless for your losses or damages. However, there are some exceptions.

We will not be liable:

- if you, or anyone you allow, commits any fraud or violates any law or regulation.
- if any electronic terminal, telecommunication device or any parts of the electronic funds transfer system is not working properly.
- if you have not properly followed the instructions for using FinWise eBills or Bill Pay.
- if circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the payment, despite reasonable precautions taken by us.

K. Other general terms

1. In addition to this Agreement, you agree to be bound by and will comply with the requirements of the rules and regulations of any funds transfer system and applicable state and federal laws and regulations. We agree to be bound by them also.
2. Disputes between you and FinWise under this Agreement that relate to your account(s) are subject to the provisions of your promissory note, line of credit agreement, and disclosure statement, mortgage, deed of trust, or security instrument (as applicable) and applicable legal remedies.

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8. FinWise Bank Same Day Payments Service

A. Description of service

With the FinWise Bank *Same Day Payments Service* ("SDP Service"), you may elect to make a one-time same day payment to a participating payee for an additional fee. You must be enrolled in Bill Pay to use the SDP Service.

You can make a same day payment only from an Eligible FinWise Bank checking account or a (the "SDP Service Account"), up to a maximum of \$9,999 per payment. Accounts that require two or more signatures or authorizations to withdraw or transfer funds may not be used with the SDP Service.

By furnishing us with the name and address of a payee, you authorize us to follow your payment instructions regarding that payee. When necessary, we will reformat your payee account number to match the format required by your payee for electronic payment processing. The SDP Service is intended only for use by you as the subscriber to the service. Any attempt to use the SDP Service to process payments for third parties is prohibited and will be grounds for termination of your access to the Service and the Website.

FinWise Bank may use nonaffiliated third parties acting on our behalf to process your same day payments. Any such third-party processors are required to adhere to FinWise Bank's standards of security and privacy protection.

For a same day payment request submitted before the applicable cut-off time displayed on the Make Payment screens, we will debit your SDP Service Account and send funds to the payee on the same day (which may be a non-Business Day).

We may, at our option, pay or refuse to make the same day payment if it would create an overdraft on your SDP Service Account, without regard to whether we may have previously established a pattern of honoring or dishonoring overdrafts. We may take any of the following actions at our sole discretion, if we receive a same day payment drawn against your SDP Service

Account and there are insufficient available funds in your SDP Service Account to cover the bill payment without prior notice to you:

- cover the same day payment in accordance with the terms of any written overdraft protection plan that you and we have established;
- pay the same day payment and create an overdraft to your SDP Service Account; or
- decline to make the same day payment.

You agree to pay our fee which may vary depending on the action we take. Any negative balance on your Funding Account will be governed by your agreements with us concerning the Funding Account.

B. Fees

Service fees apply to the SDP Service.

C. No duty to monitor payments

We do not have any duty to monitor the payments that are made through the SDP Service. If you are a business and an authorized representative of yours uses your SDP Service Account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses, (including attorney fees), arising out of or in any way connected with such use.

D. Stop or change instructions

Payments that are in process cannot be canceled or stopped. You cannot cancel a same day payment after it has been submitted to us.

E. Scheduling Payments

You may make a same day payment to a participating payee by submitting your request prior to the cut-off time specified on the Make Payment screens. For each same day payment, you receive a separate payment confirmation notice which confirms that your same day payment has been made, details of each payment, and a payment reference number for each payment.

The SDP Service permits duplicate payments on the same day. If you schedule more than one payment to the same payee, for the same amount on the same date, all of the scheduled payments will be sent.

F. Errors

If we do not properly complete a same day payment on time or in the correct amount, we will pay any late fees or finance charges that you reasonably incurred as a result so long as your account was in good standing with the payee prior to this incident. We will not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any same day payment is to be made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient available funds or credit availability in your SDP Service Account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the SDP Service Account; if the SDP Service Account is closed or frozen; or if any part of the electronic funds transfer system network is not working properly. We will not be liable for indirect, special, or consequential damages arising out of the use of the SDP Service. FinWise does not recognize "Grace Periods" or "Late After" dates when considering the reimbursement of late fees or finance charges.

G. Provisions for business

The provisions in this section apply only to same day payments from business accounts. You agree that the security procedures required by us under this Agreement set forth security procedures for electronic funds transfers that are commercially reasonable. For payment requests from Business Eligible Accounts, which are subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), we are liable only for damages required to be paid under UCC 4A. In no event will we be liable for any special, indirect or consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law.

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9. Electronic fund transfer (EFT) provisions for Consumers

A. Applicability

The provisions in this Section 9 apply only to electronic fund transfers that debit or credit a Consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). We may, when applicable, rely on any exceptions to the provisions in this Section that are in Regulation E. All terms in this Section not defined in this Agreement which are defined in Regulation E will have the meaning given in Regulation E.

B. Your liability for unauthorized EFTs

Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

1. If you notify us within 2 Business Days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$50.00 or the amount of unauthorized EFTs that occur before notice to us.
2. If you fail to notify us within 2 Business Days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$500.00 or the sum of:
 - \$50.00 or the amount of unauthorized EFTs that occur within the 2 Business Days, whichever is less; and
 - the amount of unauthorized EFTs that occur after the close of 2 Business Days and before notice to us, provided we establish that these EFTs would not have occurred had you notified us within that 2-day period.
3. You must report an unauthorized EFT that appears on a periodic statement within 60 days of our transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period. You may, as applicable, also be liable for the amounts described in the immediately preceding sections 1 or 2 above.
4. If your delay in notifying us was due to extenuating circumstances, we will extend the times specified in the immediately preceding paragraphs 1, 2, or 3 above to a reasonable period.
5. You may notify us in person, by telephone, by email during a secure session using the appropriate form, or in writing.
6. The telephone number and address of the office to be notified when you believe that an unauthorized EFT has been or may be made are:
 - 801-501-7200 Monday through Friday 8:30 a.m. to 6:00 p.m.
 - FinWise Bank 820 East 9400 South Sandy, Utah 84094

You can send an email to the FinWise Bank at info@finwisebank.com.

C. In case of errors or questions about your EFTs

For all Eligible Accounts, if you think your electronic transfer statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, call FinWise Bank's Customer Service at 801-501-7200 or write us at: FinWise Bank 820 East 9400 South Sandy, Utah 84094 as soon as possible.

We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared:

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount and date of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you, and will correct any error promptly. If we need more time to conduct our investigation, however, we will notify you of our need for an extension, which may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.

We may, in our sole discretion, permit you to initiate or monitor the status of certain kinds of complaints or questions electronically on the Website. We will treat any complaint or question you initiate via the process we provide on the Website as being submitted "in writing."

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you an explanation. You may ask for copies of the documents that we used in the investigation.

D. Documentation

1. The cardholder will receive a receipt each time an ATM or in-store kiosk is used to make an electronic transfer to or from your Eligible Account, unless the cardholder is notified otherwise before completing the transaction. The receipt is evidence of the transaction as recorded by the ATM or the Service, as applicable. All transactions are subject to posting, final payment or verification, as applicable. You can use the receipt to reconcile the statement for the Eligible Account.
2. You have the right to find out whether an EFT was credited to your Eligible Account. Please contact the FinWise Bank phone number listed on your statement for your Eligible Account.
3. We will send you a monthly statement if there are EFTs in a particular month. Otherwise, we will send you a statement at least quarterly.

E. Notice of change in amount

If you authorize a person to regularly debit your Eligible Account and the amount varies from the previous amount debited; the person debiting your Eligible Account is required to tell you, at least 10 days before each debit, when the debit will be made and how much it will be.

F. Stop payment of preauthorized EFTs

You may place a stop payment order on preauthorized EFTs by calling FinWise Bank at the number listed on the statement for your Eligible Account at least 3 Business Days prior to the scheduled transfer date. We require your name and the account number associated with the transfer, and (a) the exact name of the payee, (b) the exact payment amount, and (c) the scheduled transfer date. Failure to provide correct and complete information may make it impossible for us to stop payment of the preauthorized EFT. You agree to indemnify and hold us harmless from and against any loss incurred by us as a result of our paying an EFT if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of our not paying a preauthorized EFT for which a valid stop payment order is in effect). If we pay a preauthorized EFT despite a valid stop payment order, we may require you to provide us with an affidavit describing in detail the dispute.

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10. Alerts

A. Description of alerts

The alerts option allows you to request and receive informational and/or actionable messages about your Eligible Account(s). You may receive alerts through email message(s) and/or text enabled Handheld Devices, or by other means. Each alert will be effective after set up of the alert parameters and delivery points using the alerts service.

B. Registration for alerts

You must be enrolled in the Service to use the alerts option. To receive alerts, you and your Authorized Representatives must enroll in alerts separately.

C. Email security and delivery timing

You agree that each alert may not be encrypted, and may include your name and information pertaining to your account(s). Receipt of any alert may be delayed, or prevented by factor(s) affecting your Internet service provider(s), phone operator(s), and other relevant entities. We neither guarantee the delivery nor the accuracy of the contents of any alert. FinWise Bank will not be liable for losses or damages arising from: (a) non-delivery, delayed delivery, or wrong delivery of any alert; (b) inaccurate content in an alert; (c) your use or reliance on the contents of any alert for any purposes. We reserve the right to terminate any

request from you, for any alert, at any time. The information in any alert may be subject to certain time lags and/or delays. You will manage the types and timing of your alerts and the alerts may be stopped or suspended by you at any time.

D. Termination of alerts

Either you or FinWise Bank may terminate your use of the alerts option at any time without notice.

As provided in Section 23.B. of this Agreement, if you do not access your Eligible Accounts through the Service for any 3-month period, we may terminate all or any part of the Service without notice.

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11. Online statements

A. Description of online statements

We offer online statements for certain Eligible Accounts allowing you to supplement or, in some cases, replace your mailed (paper) statement with an electronic version (PDF) that you can view on the Website, save to your computer, or print at your convenience. Any legal notices or disclosures that normally accompany your mailed statement or that we would otherwise deliver to you by mail concerning your Eligible Account may be delivered to you electronically. In some cases, paper statements, legal notices and disclosures that you receive electronically must continue to be mailed even if you elect to receive them electronically. We may, at our sole discretion, offer you additional options and preferences for the delivery of various types of communications related to your Eligible Accounts. The following is a brief description of the various features of and requirements for using online statements. From time to time, we may add to, modify, or delete any feature of online statements in our sole discretion.

B. Eligible accounts for online statements

Most Consumer checking, savings, money market, NOW account and line of credit accounts that have recurring periodic statements are eligible for online statements. Most Small Business checking, savings and Business line of credit accounts that have recurring periodic statements are eligible for online statements.

C. Enrollment for online statements

The online statement option for certain Eligible Accounts is available if you have enrolled in the Service and provided us with a valid email address for the Service. Depending on the Eligible Account, one or more of the following will be true, in some cases:

- in order to view the online statements for an Eligible Account you must first add the Eligible Account to the Service, or specifically enroll the Eligible Account for online statements;
- we may enroll you for online only statements for a particular Eligible Account, after providing you notice, unless you opt out and change your delivery preference back to "U.S. Mail";
- we may, at our sole discretion, revoke your online statement preference and change your delivery preference to "U.S. Mail" if you fail to maintain a valid email for the Service.

If you receive online statements, one of the following statements will be applicable, depending on the Eligible Account:

- receiving online statements will automatically mean that we will no longer mail paper statements to you for that account;
- you may not elect to stop receiving paper statements, or they may be required to be mailed to you regardless of your election (e.g. pursuant to applicable law).

Details for receiving online statements for different types of Eligible Accounts and the effect of online statement enrollment on delivery of paper statements are provided on the Service web pages.

If you currently receive an account statement with check image in paper format, once you enroll in online statements, you will no longer receive your check images with your statements. With respect to deposit accounts, you may view online images of the individual checks posted to your account. You may request that a photocopy of a cancelled check be mailed to you. Additional fees for photocopies may apply.

We may, in our discretion, apply your current online statement delivery elections for an existing Eligible Account to any account that replaces or refinances the existing Eligible Account.

D. Accessing your online statements

Your online statement and legal notices and disclosures will be presented to you on the Website. You will need to ensure that your computer software meets the requirements provided on the Website in order to view, print, and/or save your online statement and legal notices. Your statements are available online for up to a maximum of 18 months. The statements for some types of Eligible Accounts are only available for shorter periods. There may be a gap in the historical statements available online for some types of Eligible Accounts if you do not enroll immediately at the time the account is first opened. For some types of Eligible Accounts, there may be a delay of up to several weeks after enrollment before you can begin viewing statements online. You will continue to have the option to request historical statements, for which fees may apply; please refer to the applicable account agreement and disclosures for details.

E. Change statement delivery method

In accordance with the ESIGN Consent terms, you may change your online statement delivery method. See section 2.D.

G. Termination of online statements

We may terminate delivery of online statements to you for one or more Eligible Accounts without notice.

As provided in Section 23.B. of this Agreement, if you do not access your Eligible Accounts through the Service for any 3-month period, we may terminate your access to all or any part of the Service.

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12. Use of Financial Management Software

A. Description of Financial Management Software

Financial Management Software includes: Quicken®, QuickBooks®, Turbo Tax®, and other software we may identify from time to time on the Website. You are responsible for obtaining a valid and separate license agreement with the provider of your Financial Management Software. Your license agreement with the provider of your Financial Management Software may restrict the duration of your online access; we will not be liable for any such limitations or restrictions.

B. Online Banking and Bill Pay access through your Financial Management Software

We may, in our discretion, offer an option to allow you to download information into your Financial Management Software from certain Eligible Accounts. We may also, in our discretion, allow you to initiate Bill Pay instructions through your Financial Management Software. The Eligible Accounts for which these options are available will be identified on the Website from time to time. From time to time, we may add to, modify, or delete any feature of your ability to access the Service through your Financial Management Software at our sole discretion.

C. Account information

You understand and agree that:

- not all of the information in your Eligible Accounts can be downloaded into your Financial Management Software;
- information you can download may not include all of your account activity;
- statements generated by us are the official record of account transactions, positions and balances, and that the information you download is for tracking purposes only and should not be considered an official record;
- the account information will not necessarily reflect banking, financial, or investment activities and transactions that have not yet been completed or settled and will only reflect the account information in your Eligible Accounts at the exact point in time that you download the information ;
- account information in your Eligible Accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
- the account information that you download to your Financial Management Software will not be automatically updated by us, and that you will have to update the Eligible Account information by downloading more current information from your accounts
- the Eligible Account information may include information you have provided to us and that you are solely responsible for the accuracy of this information; and
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the Eligible Account information in your Financial Management Software, which, for example, as stated above, may not be the most updated information and may not include pending transactions.

D. Security of data transmission and storage

1. You agree and understand that:
 - you assume all risk that any Eligible Account information you download and store in your Financial Management Software may be accessed by unauthorized third parties;
 - if you send the information in a manner that is not secure, or if you take the Eligible Account information out of our secure systems by downloading it, we are no longer responsible for the security and confidentiality of that information, and that the responsibility is now yours (or may be shared with others, such as your Financial Management Software provider); and
 - we are not responsible for the security and confidentiality of the Eligible Account information if you (a) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (b) allow other persons access to your Financial Management Software.
2. You agree that any Eligible Account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or other electronic device.

E. Fees for connecting to the Service through Financial Management Software

1. Other fees may be assessed and billed separately by your Internet, telephone, and/or mobile device service provider.
2. If you close your current Billing Account, you must notify us and designate a new deposit account as your updated Billing Account. If you do not designate a new deposit account as your Billing Account, we reserve the right to designate a Billing Account, or to suspend and/or terminate your access through your Financial Management Software.
3. If you close all your Eligible Accounts, you must notify FinWise Bank's Customer Service to cancel your access through your Financial Management Software. If you do not notify us when all Eligible Accounts become closed, we reserve the right to suspend and/or terminate your access through your Financial Management Software.

F. Transfers using your Financial Management Software

1. There is a cut-off time on each Business Day for funds transfers; transfers made after the cut-off time or on a Saturday, Sunday, or federal holiday will be made the next Business Day.

H. Bill Pay using your Financial Management Software

1. If you are enrolled in and use the Bill Pay service through your Financial Management Software, you may pay any merchant or individual in the U.S. through your Financial Management Software, and may also make payments for any Bank mortgage, installment loan, credit card or line of credit account through the Bill Pay service.
2. You are required to designate an Eligible Account from which bill payments may be made ("Funding Account"); you may designate more than one Funding Account.
3. There is a cut-off time on each Business Day for bill payments. Payments made after the cut-off time or on Saturdays, Sundays, or federal holidays will be made the next Business Day.
4. All payments made using the Bill Pay service should be made at least 4 Business Days in advance of the due date to allow the payee/merchant to credit your account in time to avoid any late charge, finance charge or other penalty for late receipt of payment.

I. Disclaimers

1. You agree that the Eligible Account information you download through your Financial Management Software is provided to you "as is" and "as available".
2. You agree that we make no warranties and have no liability as to:
 - the accuracy, completeness, availability or timeliness of the Eligible Account information, text, graphics, or other items in the Eligible Account information that you can download through your Financial Management Software;
 - the errors or omissions in the delivery or transmission of the Eligible Account information from us to you (and "you" includes delivery to your Financial Management Software and/or your computer); and
 - the download option's fitness for a particular purpose and non-infringement of any third party rights.
3. Although payments to the following types of Payees may be scheduled through the Service, such payments are discouraged and are scheduled by you entirely at your own risk; **IN NO EVENT WILL WE BE LIABLE FOR ANY CLAIMS OR DAMAGES THAT MAY RESULT IF YOU SCHEDULE PAYMENTS TO THE FOLLOWING PAYEES:**
 - Payees outside of the United States, including Canada;
 - Payees to U.S. Territories;
 - Tax payments;
 - Government agencies, or
 - Court-ordered payments (such as child support payments or traffic tickets)

We have no obligation to research or resolve any claim that may result from these types of payments, nor are we responsible for any late payment-related charges when these types of payments are scheduled and/or processed through the Service. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.

4. We have no duty to monitor the online transfers or payments that you make. You assume the entire risk of using the Service properly to ensure that funds are transferred and bills are paid properly and timely. We will not be responsible for any charges imposed or any other action taken by a payee/merchant resulting from a bill payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is made fails to transmit the payment or the payment instruction properly to the intended payee/merchant, or if the merchant/payee or its bank fails to transmit a payment instruction or record a bill payment properly.
5. In using the Service, you understand that payees and/or the U.S. Postal Service may return payments for various reasons such as, but not limited to, payee's forwarding address expired; payee's account number is not valid; payee is not available to locate account; or payee's account is paid in full. We will use reasonable efforts to research and correct the returned payment and return it to your payee, or void the payment and credit your account.
6. Your Financial Management Software may provide the option of disabling selected features of the Service. To disable any feature of the Service, you **MUST** contact FinWise Bank's Customer Service by calling 801-501-7200 with your notification.
7. You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.
8. Bill Pay payments made via your Financial Management Software are **NOT** covered by FinWise Bank's Bill Pay Payment Guarantee.

J. Additional limitations of liability for access to the Service through your Financial Management Software you agree that we will not be liable to you for:

- your inability to use the download, transfer and/or bill pay option;
- the accuracy, timeliness, loss or corruption, or mis-delivery, of any Eligible Account information, transfer, bill payment or any other information;

- **unauthorized access to your Eligible Accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;**
- **your inability to access your Eligible Account (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers ("ISPs"), natural disasters, strikes, or other labor problems); or**
- **any other matter relating to the download, transfer or bill pay option.**

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13. Third-Party Software and Third-Party Content

A. Description of Third-Party Software

From time to time, we may offer third-party software tools and products that you may elect to install on your computer (collectively "Third-Party Software"). You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software.

B. Description of Third-Party Content

From time to time, we may offer information, commentary, and tools supplied by companies that are not affiliated with us ("Third Party Content"). All of the Third-Party Content on the Website is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to the Website. We do not own any interest in Third-Party Content. We do not edit, review, or endorse any Third-Party Content.

C. Security of data transmission and storage for Third-Party Software

1. You agree and understand that:
 - you assume all risk that any Third-Party Software you download and install, or any information you enter into the Third-Party Software, may be accessed by unauthorized third parties; and
 - if you use the Third-Party Software to transmit information, you and the Third-Party-Software provider are responsible for the security and confidentiality of that information.
2. You agree that any Third-Party Software that you download is done at your own risk and you alone are responsible for any damage that might occur to the computer or other electronic device to which you download any Third-Party Software, or any loss or corruption of data that might occur as a result of the downloading or its installation in a computer or other electronic device.
3. You also agree that you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing the Third-Party Software, including any necessary equipment such as a modem, and that you are responsible for all costs associated with accessing the Third-Party Software.

D. Disclaimers for Third-Party Software and Third-Party Content

1. You agree that:
 - any Third-Party Software you download through your Financial Management Software is provided to you "as is" and "as available".
 - any Third-Party Content you review or utilize is provided to you "as is".
2. You agree that we make no warranties and have no liability as to:
 - the accuracy, completeness, availability or timeliness of the information, text, graphics, or other items provided, stored, evaluated or processed through the Third-Party Software or Third-Party Content;
 - the errors or omissions in the delivery or transmission of the Third-Party Software or Third-Party Content from us to you (and "you" includes delivery to your Financial Management Software and/or your computer); and
 - the Third-Party Software's or Third-Party Content's fitness for a particular purpose and non-infringement of any third-party rights.

3. **You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.**

E. Additional limitations of liability for Third-Party Software

You agree that we will not be liable to you for:

- your inability to use the Third-Party Software;
- the accuracy, timeliness, loss or corruption, or mis-delivery, of any Eligible Account information or any other information processed by the Third-Party Software; or
- unauthorized access to your Eligible Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software.

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14. Using email to send information and inquiries to us

The Service provides for a non-secured email access for you to ask questions or give comments on the Service. To ensure the security of your Eligible Account information, we request that in your email communication you do not make specifically reference of any kind to your eligible accounts. Questions concerning your eligible accounts should be directed by phone, in person consultation or U.S. mail to FinWise Bank's Customer Service at 801-501-7200. You cannot use email to initiate transactions on your Eligible Accounts. For transactions, please use the appropriate functions within the Service or call FinWise Bank's Customer Service at 801-501-7200. For employer-sponsored retirement accounts, please follow the procedures established by your plan administrator for questions concerning your retirement account.

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15. Fees you will pay and mode of payment

A. Fees for Eligible Accounts

Fees separately disclosed to you in connection with an Eligible Account apply when using the Service. Additional fees may apply to specific services and are not disclosed on our Website. Other fees may be assessed and billed separately by your Internet, telephone, and/or mobile device service provider.

B. Mode of payment

Unless otherwise agreed, you are required to designate an account at FinWise Bank from which fees for Eligible Accounts and will be paid (your "Payment Account"). You authorize us to charge your Payment Account for the fees. If you close your current Payment Account, you must notify us and designate a new deposit account that will be your Payment Account.

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16. Security for your Eligible Accounts

You will use a username and a password, and/or such other security and authentication techniques as we may require from time to time, to access your Eligible Accounts through the Service. We may, in our sole discretion, set standards for your username and password. We recommend that you change your password regularly. We may also require additional security procedures to initiate certain transactions. These additional security procedures may require special hardware, software or third-party services. We may also, at our option, offer you additional, optional security procedures, such as personal reference questions and answers, random number generators, or one-time passwords, to enhance the security of your Eligible Account(s). We may also require the use or activation of specific applications, Internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies," in order to utilize the Service. We may also acquire detailed information concerning the computers and Handheld Devices you use to access the Service, including telephone numbers and unique internal and network identifiers for your computers and Handheld Devices, in order to facilitate and enhance secure access to the Service.

You agree that we may place cookies and other identifiers on the computers and Handheld Devices you use to access the Service. Cookies help us confirm your identity and help us keep your transactions secure when you do online banking. We also use

cookies for various purposes such as maintaining continuity during an online session, gathering data about your use of the Service and other websites, and optimizing the performance of the Website.

A. Passwords and protecting your security

Your password:

- can be changed within the Service or by calling FinWise Bank's Customer Service at 801-501-7200.
- must meet the standards we establish from time to time. These standards will be available for your reference whenever you create or change a password. If we change these standards, you may be required to change your password to meet the new standards. We may require you to change or update your password at any time. We are not required to give you advance notice that we have changed the standards, or that we are requiring you to change or update your password.

For security purposes, it is recommended that you memorize your password and do not write it down. You are responsible for keeping your password confidential.

B. Protecting your security

If you believe that:

- your password may have been lost or stolen,
- a Handheld Device you use to access the Service has been lost, stolen or compromised, or
- someone has viewed, downloaded, or deleted electronic records from your Eligible Account without your permission, or if you suspect any fraudulent activity on your Eligible Account, you agree to immediately notify FinWise Bank's Customer Service by:
 - calling 801-501-7200 during working hours 8:30 a.m. to 6:00p.m. Monday through Friday, or
 - writing to FinWise Bank 820 East 9400 South Sandy, Utah 84094.

In the event of unauthorized use of your username and password, or any other security or authentication technique we utilize, you may be liable for resulting losses, to the extent permitted by law, unless you fulfill your responsibilities under our Online Security Guarantee.

Information exchanged through the Service is protected by advanced encryption techniques while being transmitted. These security measures still require your responsible behavior in protecting your username and password for the Service. Please use maximum caution in protecting your username and password.

C. Trusteer Rapport

To help ensure the security of your online services the bank has provided a free malware protection download. This software in no way replaces your own security or anti-virus software and is designed to work alongside it to help protect against fraud. This download is mandatory on all computers that will access online banking.

D. Online Security Guarantee

Our guarantee

We guarantee that you will be covered for 100% of funds removed from your FinWise Bank accounts in the unlikely event that someone you haven't authorized removes those funds through our Online Services. To qualify for this guarantee, you must follow Your Responsibilities below.

Online Services means any FinWise Bank Online *or* FinWise Bank Business Banking Online service you use to initiate consumer or business transactions including: (1) online at www.finwisebank.com, or (2) on your mobile device via our FinWise Bank downloadable applications.

The Online Security Guarantee does not apply to the Business Online Payroll Service, business transactions made through the *Commercial Electronic Office (CEO®)* portal.

Your responsibilities

You are responsible for protecting your password and account information by:

- not disclosing your personal account information to others (including your ATM PIN, online username, and password), and
- promptly reporting incidents of unauthorized account access or use by calling 801-501-7200 within 60 calendar days after the date we send you the account statement showing that unauthorized activity. Our representatives are available, Monday through Friday 8:30 a.m. to 6:00 p.m., to assist you.

You must also cooperate with our claims representatives, and comply with our requests and procedures, during the processing of your claim. It's a good idea to start a written record on the date that you file a claim, and make notes regarding any subsequent phone calls or correspondence.

Claims resolution

Your claim will typically be resolved within the following timelines:

- For consumer and covered small business checking and savings accounts — 10 business days from the date the claim was received.
- For consumer and covered small business, personal and home equity lines of credit, and other covered business lines of credit — up to 90 calendar days from the date the claim was received.
- For Employer Sponsored Accounts - 90 calendar days from the date the claim was received.

If we require additional time to resolve your claim, you will be notified of the delay, expected resolution date, and whether or not provisional credit of the claim amount will be provided during the extended resolution period.

Helpful protection tips

To learn the difference between fraud and identity theft and to recognize common fraudulent tactics as well as the steps you can take to help protect your account and personal information, review our Fraud Prevention Tips.

How our online security guarantee relates to federal law

Federal law provides certain protections to consumer customers when there is unauthorized account activity. Regulation E covers electronic fund transfer activity through a checking, savings, or other consumer asset account at a financial institution used primarily for personal, family, or household purposes. Regulation Z covers certain types of consumer credit accounts that are used primarily for personal, family, or household purposes. Employer Sponsored Accounts are not considered to be accounts that are used primarily for personal, family, or household purposes and are not covered by Regulation E and Regulation Z. All of the protections provided to consumer customers by Regulation E and Regulation Z are considered first to determine if they apply before we review your claim against the protections of the Online Security Guarantee. In addition, our Online Security Guarantee provides expanded protections beyond these Regulations to cover other types of unauthorized transactions, including certain business and brokerage monetary transactions as described above.

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17. Privacy and Use of Information

We are committed to protecting your privacy. All information gathered from you in connection with using the Service will be governed by the provisions of FinWise Bank's Policy including the Online and Mobile Privacy Policies.

You agree that we may, in our sole discretion, collect and retain certain information and use that information to market our products and services to you. However, if your only relationship with us is as a participant in an employer-sponsored retirement or deferred compensation plan, we will not treat this paragraph as authorizing us to market our products and services to you.

The type of information we may collect, retain and use concerning you includes, but is not limited to, your name, address, phone number, email address, and the IP address and other identifiers related to the computers and Handheld Device(s) you use to access the Service. The information may be stored in the United States or other countries, and is protected in accordance with FinWise Bank's information security standards.

You agree that if you access the Service, we may track and record your geographic location.

We may use automated processes to detect any use of the Service that violates the terms of this Agreement or any applicable law.

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18. Additional responsibilities

You are responsible for:

- Actions that may be taken by anyone using the Service after signing in with your username and password. We are entitled to rely and act upon instructions received under your username and password.
- Keeping your username and password confidential and for ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Service.

You agree that you will be the only user of your username and password, that you will not transfer or disclose any of this information to any other person, and that you will be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your Eligible Account whether or not authorized by you. You agree to immediately notify FinWise Bank's Customer Service at 801-501-7200 and report any actual or suspected unauthorized use of your username or password.

You agree to provide true, accurate, current and complete information about yourself as requested and you agree to not misrepresent your identity.

You will:

- not use the Service for any illegal purposes;
- comply with all regulations, policies and procedures of networks through which you access and use the Service;
- not use the Service for any activity or use that may disrupt the Service or the networks through which you access or use the Service; and
- not access or attempt to access any Service account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such account.

You are responsible for and must provide all telephone and other equipment, software (other than any software provided by us) and services necessary to access the Service.

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19. Disclaimer of warranties; limits on our liability and obligations to you; your agreement to indemnify us against certain losses

A. Disclaimer of warranties

To the fullest extent permitted by law, we make no warranties of any kind for the Service, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that the Service will be uninterrupted or error free, that defects will be corrected, or that our Website that makes the Service available is free of viruses or other harmful components.

B. Limits on our liability and obligations to you

In no event will FinWise Bank or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any: (a) consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service); (b) indirect; (c) incidental; (d) special; or (e) punitive; damages; whether in an action under contract, negligence or any other theory, arising out of or in connection with this

Agreement, the Service, or the inability to use the Service, due to reasons including: (a) scheduled system maintenance; or (b) circumstances beyond our control, such as; 1) power outages, 2) system failures, 3) fire, 4) flood, 5) natural disasters, 6) extreme weather, 7) cyber-attacks, including Denial of Service (DoS), etc.), even if advised of the possibility of such damages. Some states may prohibit the limitation of liability for consequential or incidental damages. In those states the limitation of liability with respect to consequential or incidental damages (or other damages specified by law in such state) may not apply.

Except as specifically provided in this Agreement or otherwise required by applicable law, we (and our service providers or other agents) will not be liable for:

- any loss or liability you may incur resulting in whole or part from any failure or misuse of:
 - your equipment; or
 - software provided by an external company such as an Internet browser provider, an Internet access provider, an online service provider or an agent or subcontractor of any of them; or
- any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to the Service.

FinWise Bank does not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the Continental United States, Alaska or Hawaii.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition of this Agreement or any other agreement applicable to the relevant Eligible Account;
- we have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction;
- would violate:
 - any applicable provision of any risk control program of the Federal Reserve or the Federal Deposit Insurance Corporation, or
 - any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our policies, procedures or practices; or
- we have other reasonable cause not to honor for our or your protection.

In no event will FinWise Bank be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather, etc.).

C. Your agreement to indemnify us

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Eligible Account, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement or the Service;
- your violation of any law or rights of a third party; or
- the provision of the Service or use of the Service by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your Authorized Representative or your Delegate.

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20. Dispute resolution program: Arbitration Provision; waiver of class action rights; waiver of right to a jury trial

This Section ("Arbitration Provision") constitutes the arbitration agreement between you and us and includes a mutual waiver of class action rights. This Arbitration Provision governs disputes concerning:

- interpretation of this Agreement (including the meaning of this arbitration agreement and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this arbitration agreement);
- the Service;
- the Online Access Process; and

Disputes concerning brokerage accounts that are Eligible Accounts are governed by the Pre-Dispute Arbitration Agreement and governing law provisions contained in the brokerage account agreement document, which takes precedence over this section.

Disputes arising under any separate agreement governing your other Eligible Accounts will be governed by the dispute resolution and governing law provisions of that agreement, which also take precedence over this section.

A. Non-judicial resolution of disputes

You and we agree that any Covered Disputes between or among you and us, regardless of when it arose, will, upon demand by either you or us, be resolved by the following arbitration process. **You understand and agree that you and we are each waiving the right to a jury trial or a trial before a judge in a public court.** As an exception to this Arbitration Provision, both you and we retain the right to pursue in small claims court in the state of Utah.

B. Definition of disputes

A dispute is any unresolved disagreement between or among you and us. It includes claims based on broken promises or contracts, torts (injuries caused by negligent or intentional conduct) or other wrongful actions. It also includes statutory, common law, and equitable claims. A dispute also includes any disagreement about the meaning of this Arbitration Provision, and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this Arbitration Provision.

C. Binding arbitration; waiver of class action rights; severability

Binding arbitration is a means of having an independent third party resolve a Covered Dispute without using the court system, judges or juries. Either you or we may require the submission of a Covered Dispute to binding arbitration at any reasonable time, notwithstanding that a lawsuit or other proceeding has been commenced. If either you or we fail to submit to binding arbitration following a lawful demand, the one who fails to so submit bears all costs and expenses (including attorney's fees and expenses) incurred by the other in compelling arbitration.

Neither you nor we will be entitled to join or consolidate Covered Disputes by or against others in any arbitration, or to include in any arbitration any Covered Dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

Each arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA"), or such other administrator as you and we may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Provision, this Arbitration Provision will control. Arbitrator(s) must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Covered Dispute.

You and we each agree that in this relationship:

- you and we are participating in transactions involving interstate commerce;
- the Arbitrator shall decide any dispute regarding the enforceability of this Arbitration Provision; and
- each arbitration is governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws governing the relationship between you and us about which the Covered Dispute arose.

To find out how to initiate arbitration, please call any office of the AAA or visit the AAA website at <http://www.adr.org/>.

If any of the provisions of this arbitration agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be unlawful or unenforceable, that invalid provision shall not be severable and this entire arbitration agreement shall be unenforceable.

D. Rights preserved

This Arbitration Provision and the exercise of any of the rights you and we have under this Arbitration Provision do not stop you or us from exercising any lawful rights to use other remedies available to preserve, foreclose, or obtain possession of real or

personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or court appointment of a receiver by a court having jurisdiction.

E. Miscellaneous

You and we each agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. The arbitrator may hear and rule on appropriate dispositive motions as part of the arbitration proceeding, such as motions for judgments on the pleadings, summary judgment, or partial summary judgment. The AAA, the arbitrators, you and we, must, to the extent feasible, take any necessary action to ensure that an arbitration proceeding, as described in this Arbitration Provision, is completed within 180 days of filing the Covered Dispute with the AAA. These parties must not disclose the existence, content, or results of the arbitration, except for disclosures of information required in the ordinary course of business or permitted by applicable law or regulation. This provision will be liberally construed in order to ensure the enforcement of this Arbitration Provision. Arbitration proceedings are conducted in the state where you reside or at a location determined by the AAA.

All statutes of limitations applicable to any Covered Dispute apply to any arbitration between you and us. The provisions of this Arbitration Provision will survive termination, amendment, or expiration of your Account relationship or the governing Agreement or any other relationship between you and us. This Arbitration Provision constitutes the entire agreement between you and us and supersedes all prior arrangements and other communications concerning dispute resolution. If more than one arbitration agreement entered into by you and us is potentially applicable to a Covered Dispute, the one most directly related to the Eligible Account or transaction that is the subject of the dispute will control.

F. Fees and expenses of arbitration

Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. If the law applicable to this Agreement limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.

G. Small Claims Court

Notwithstanding anything herein to the contrary; each party retains the right to pursue in Small Claims Court any dispute in which the remedy sought is entirely within that court's jurisdiction.

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21. Notices and communication

A. Generally

Except as expressly provided otherwise in this Agreement, we will provide you notices and other information regarding your Eligible Account, or the Service (collectively "Account-Related Information") through mail, electronically, or by other means available. This information will be sent to the postal or electronic address ("E-Address") of the Owner of the applicable Eligible Account as reflected in our records, unless a different postal or electronic address has been specified in accordance with procedures we may establish from time to time. The E-Address may be an e-mail address, other Internet address, text messaging number, or other electronic access address provided to us in accordance with this Agreement. Any Account-Related Information will be deemed to have been sent on the first Business Day following the date on it. Account-Related Information that is held for pick-up or posted on our Website will be deemed to be delivered to, and received by, you at the time that we make it available for pick-up, display it to you, or send notice in accordance with this Agreement that it is posted on our Website, as applicable. The person receiving the notice is responsible for providing copies of all Account-Related Information to all joint Owners, Delegates, or other persons with access to the applicable Eligible Account. We reserve the right at all times to communicate all Account-Related Information to you through the U.S. Postal Service or overnight courier, at our sole option.

B. Electronic delivery and communication

Unless otherwise required by applicable law, if we are required to provide you with information in writing, we may, at our option, send it electronically either:

- to your E-Address;
- by posting the information on our Website or to your online banking secure mailbox, and sending you a notice to your postal address or E-Address (either separately or as part of an account statement) telling you that the information has been posted and providing instructions on how to view it; or
- to the extent permitted by law, by posting the information to our Website. You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on our Website.

You agree that we may from time to time make telephone calls and send text messages to you in order for us to:

- service your accounts;
- collect any amount you may owe; or
- discuss our relationship, products and services with you.

If your only relationship with us is as a participant in an employer-sponsored retirement or deferred compensation plan, we will not treat this paragraph as authorizing us to make telephone calls or send text messages to you to discuss other products and services we offer.

The ways we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic telephone dialing system. The ways we may send text messages to you include through the use of an automatic telephone dialing system. We may call you and send text messages to your telephone number, including mobile/cellular telephone numbers that could result in charges to you.

C. Returned, unclaimed account-related information

Unless otherwise prohibited by the laws governing your Eligible Account, this sub-section applies if two or more separate Account-Related Information documents are returned or, in the case of electronic notifications, one or more notices are returned as undeliverable. This means we may discontinue sending Account-Related Information or electronic notifications to you until you provide a valid postal or E-Address to us. Additionally, we may, at our sole option:

- destroy Account-Related Information that is sent to you and returned to us as undeliverable;
- hold the Account-Related Information for your Account for you to pick-up; or
- discontinue sending the Account-Related Information through the delivery channel generating returns and utilize an alternative delivery channel.

For example, if we are sending your Account-Related Information to you via the U.S. Postal Service, and the information is returned to us as undeliverable on two or more occasions, we may attempt to deliver the information to your E-Address, instead. If we hold Account-Related Information for you to pick-up and it remains unclaimed for 60 days, we may send the Account-Related Information to the address reflected in our records for your Eligible Account or destroy it.

D. Address changes

You agree that you will notify us immediately in the event of a change to your address or E-Address. Address changes may be initiated:

- at your request. You may instruct us to change the address or E-Address to which we send notices or Account-Related Information concerning your Account at any time.
- if we receive an address change notice from the U.S. Postal Service.
- if we receive information from another party in the business of providing correct address information that the address in our records no longer corresponds to your address.

We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the postal or E-Address only for the account(s) you specify or for all or some of your other account(s) with us.

Please note that:

- you must follow the separate procedures established by your employer or plan administrator for changing the address associated with an employer-sponsored retirement or deferred compensation plan.
- address changes made with us will not be reported to any of your insurance carriers. You must contact the insurance carriers directly to change any insurance policy record.

E. Implementation of notices

Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. If there is more than one Owner on your Eligible Account, we may send Account-Related Information to any one of them. You assume the risk of loss in the mail or otherwise in transit. Any notice or Account-Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you.

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22. Export control; international use

The United States controls the export (including the download) of products and information containing encryption ("Controlled Technology") under the Export Administration Regulations ("EAR"). This Service may contain Controlled Technology subject to the EAR. You agree to access and/or download Controlled Technology related to this Service. You further agree in your use of the Service not to access or download Controlled Technology from any country where such access or download is prohibited by U.S. export control laws (currently North Korea, Iran, Cuba, Sudan, or Syria), and agree that you are not a person or entity to whom such access or download is prohibited. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.

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23. General provisions

A. Amendments to this Agreement

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time and at any time. This may include adding new or different terms to, or removing terms from, this Agreement. When changes are made we will update this Agreement on the Website. The Website will be updated on or before the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within 30 days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or changes to the terms of this Agreement. By continuing to use the Service after we send you notice of any change, you agree to the change. Changes to fees or terms applicable to Eligible Accounts are governed by the agreement otherwise governing the applicable account. Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

B. Termination of this Agreement

This Agreement will be in effect from the date your enrollment in the Service is submitted by you and accepted by us and at all times while you are using the Service. Unless otherwise required by applicable law, either you or we may terminate this Agreement and/or your access to any Eligible Account through the Service, in whole or in part, at any time without notice. The termination of this Agreement will not terminate your obligations or our rights arising under this Agreement before such termination.

Access to an Eligible Account through the Service, in whole or in part, may be suspended and/or reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. You may request reinstatement of an Eligible Account by calling FinWise Bank's Customer Service at 801-501-7200.

If you do not access your Eligible Accounts through the Service for a period of 24 consecutive months, we may terminate your Service, including accessed through the Service, without prior notice to you.

If you wish to cancel any of your services contact FinWise Bank's Customer Service at 801-501-7200 or send us cancellation instructions in writing to FinWise Bank, 820 East 9400 South Sandy, Utah 84094.

All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

C. Governing law

Each of your Eligible Accounts will continue to be read and interpreted according to the laws described in the agreements you have with us regarding those Eligible Accounts or for example, your deposit account agreement with us. This Online Access Agreement, on the other hand, will be read and interpreted according to the laws of the State of Utah, without regard to conflict-of-law rules. In any legal action or claim regarding this Online Access Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

D. Assignment

We may assign our interest in this Agreement to FinWise Bank, its successors, or to any now-existing or future direct or indirect subsidiary of FinWise Bank; however, you may not assign or transfer this Agreement. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

E. Proprietary rights

Other than your personal account information, all content included or available on the Service, such as advertisements, text graphics, logos, button icons, images, audio clips, and software, is the property of FinWise Bank, and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights. The compilation (meaning the collection, arrangement, and assembly) of all content on the Service is the exclusive property of FinWise Bank and/or its licensors and is protected by copyright or other intellectual property rights.

F. Entire agreement

In combination with other applicable FinWise Bank agreements as described in Section 1.B. of this Agreement, this Agreement represents the agreement between you and FinWise Bank regarding the Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing the Service will be deemed to have been modified by us and applied in a manner consistent with such laws. Except as otherwise expressly provided in this Agreement, if any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected.

G. Waiver

We may agree in writing (or otherwise) to waive a provision of this Agreement, including a fee (a "waiver"). We may revoke any waiver.

H. Failure to act is not a waiver

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

I. Headings

Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section.

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If you have any questions regarding this Agreement, please contact FinWise Bank's Customer Service at 801-501-7200.