

Atmos Financial, PBC



Account Opening Disclosures

Revision Date: 06/15/2023

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Atmos Financial, PC E-Sign Consent Agreement

Please read this E-Sign Consent Agreement (“Agreement”) carefully. It contains pertinent information in how we will deliver the Documents, defined below, to you now and in the future. We suggest that you print, download or otherwise retain a copy of this Agreement for your records.

In this Agreement:

- “We,” “us,” “our” and “Atmos” means Atmos Financial, PBC and its affiliates and third-party providers.
- “You” and “your” means the individual giving their Consent to this Agreement and each applicant, account owner, authorized signer, user and anyone else with access to apply for use or otherwise access your account(s), product(s) or service(s) you have with Atmos. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.
- “Document(s)” means each disclosure, notice, agreement, communication, statement, tax forms and other tax related documents or other information that we are required or do provide to you “in writing” or that you sign or agree to our request, in connection with your relationship with us.
- “Consent” means your agreement to the terms and conditions of this Agreement including the ability and consent to receive the Documents electronically from Atmos, rather than in paper form, and to use electronic signatures in our relationship with you.
- “Digital Banking” shall mean the website and/or mobile application provided to you by us.

1. Scope of Documents

Your Consent indicates that all Documents may be provided by Atmos to you, now or in the future, electronically by email, text message or by any other means in which Atmos makes such Documents accessible to you and which may be provided to you within Digital Banking, on your mobile device through our app, sending it to you via secure message within Digital Banking, or to the email address we have on file for you. Your Consent terminates the delivery of paper Documents to you and allows Atmos to use and obtain your electronic signature on any Documents, unless and until withdrawal of this Consent has been received, as described below.

This Consent does not require that Atmos provide you with all or any Documents electronically. Atmos reserves our right to continue to provide any Document on paper if we so choose.

2. Paper Delivery of Documents

After receiving your Consent, we are not obligated to provide you with a paper copy of any of the Documents. You may print a copy of any Document that we may send to you and retain it as a paper copy. If you wish to withdraw your Consent, please refer to the Section 3 below.

3. Withdrawal of E-Sign Consent

To withdraw your Consent to receive the Documents electronically you may reach out to our Customer Contact Center at (866) 246-7194 or email us at hello@joinatmos.com. If you do withdraw your Consent, subject to Section 6 below, we will terminate your account.

4. Hardware and Software Requirements

To access and retain the Documents electronically, you need the following:

- A computer or other device (e.g. smartphone, tablet, etc.) that will allow: 1) access to the internet and/or the ability to download any mobile app that we make available for certain devices. The internet connection should have a minimum of 1 Mbps download speed; 2) an operating system of either Microsoft Windows 10 or Mac OS X 10.10 or later versions; 3) a mobile device that runs on an Android 5.x or later, or iOS 12.x or later; 4) a web browser that we support, such as Google Chrome or Safari; and 5) The most recent version of Adobe Reader available for desktop and mobile devices;
- Access to a valid email address that will allow messages to be sent and received;
- The ability to print the Documents, if you wish to retain a paper copy or electronic storage that has capacity to store the Documents;
- The most recent version of Adobe Reader available for desktop and mobile devices (available for download at <http://www.adobe.com>).

If the above hardware or software requirements change and this change would create a material risk that you would not be able to access or retain the Documents, we will give you notice of these revised requirements. Continuing use of Digital Banking after receiving notice of the change is the reaffirmation of your Consent to this Agreement.

5. Updating Your Records

It is your sole responsibility to provide and update Atmos with current and accurate e-mail address, mobile telephone number, and other information relating to this Consent and pertaining to your relationship with Atmos. You must notify Atmos if there is a change to your e-mail address and other information by updating the respective information within Digital Banking.

6. Multiple Owners or Authorized Signers

For accounts with multiple owners or authorized signers, each individual owner or authorized signer must indicate their Consent to this Agreement to be allowed to have Digital Banking access. If any owner withdraws their E-Sign Consent, we will terminate their access to Digital Banking Services. All other owners or authorized signers that have consented to this Agreement will continue to have access to Digital Banking. Only one owner or authorized signer's Consent is necessary in order to allow us to provide Documents to that owner electronically. You agree that Documents sent electronically to the email address of the account owner who has provided Consent to this Agreement will constitute delivery to all account owners.

7. Termination

We may at any time terminate or discontinue providing you with Documents electronically, or change the terms and conditions provided in this Agreement regarding how we provide you with these Documents electronically. As required by law, we will provide you with any notice of a termination or change.

8. Acceptance and Consent

By consenting to this Agreement, you are agreeing to the following statements below:

- You have read, understand and agree to be bound by the terms in this Agreement;
- You Consent to receive Documents electronically according to this Agreement;
- You have the hardware and software requirements specified in this Consent and are able to download, review and retain the Documents; and
- You are authorized and are providing your Consent on behalf of all other persons or authorized users on your account, product, or service for you to receive Documents electronically.



Deposit Account Agreement

Effective 06/15/2023

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Thank you for choosing Atmos Financial, PBC (“Atmos”) for your banking needs. Please read this Deposit Account Agreement (“Agreement”) and other Account Opening Disclosures so you understand your rights and requirements for your Account with us. It is recommended that you retain this Agreement for future reference. When you use, access, or permit anyone else to use or access your Account, you agree to the terms and conditions of this Agreement.

If you have any questions concerning this Agreement, please contact our Customer Contact Center at (866) 246-7194 or email us at hello@joinatmos.com.

1. GENERAL DESCRIPTION OF THE AGREEMENT

A. Binding Agreement.

This Agreement, any applicable fee schedule, and all other documentation, including the Account Opening Disclosures, pertaining to your Account that may be provided to you from time to time, is a binding contract between you and us for your Account, your relationship with us, and any transactions you perform on your Account.

B. Amendments.

We may amend this Agreement or any of the other Account Opening Disclosures at any time, and any amendment may become effective immediately, or at a later date that we may specify, upon notification in writing or electronically.

C. Definitions.

- i. **Account** – any deposit account, including a Business Account or Consumer Account, that is opened with us and is governed by this Agreement.
- ii. **Account Opening Disclosures** – these are the documents you receive at the time of opening your Account. These documents have information specific to your Account type.
- iii. **Affiliate** – predecessors, successors and past, current and future parents, subsidiaries, affiliates, and related entities, including, but not limited to Five Star Bank, Financial Institutions, Inc., SDN Insurance Agency, LLC, Courier Capital, LLC, HNP Capital, LLC and Five Star REIT, Inc.
- iv. **Authorized Signer** – any individual who has authority to perform transactions on the Account.
- v. **Available Balance** – refers to the portion of your Current Balance that you have available to use. Pending transactions, such as check deposits, may not be available for use and may not be included in your Available Balance.
- vi. **Business Account** – any Account that is opened with us, which is not used primarily for personal, family or household purposes. These Accounts are generally owned by a corporation, unincorporated association, limited liability company, limited liability partnership, fiduciary, municipality, other governmental entity,

partnership, or sole proprietorship.

- vii. **Business Day** – refers to every Monday through Friday, excluding Federal holidays.
- viii. **Current Balance** – refers to the balance after all items presented to Atmos have been processed for a particular Business Day, plus or minus any current-day transactions known to Atmos (i.e. deposits, debit card transactions or ATM withdrawals). It does not include any checks you may have written but have not yet been cashed.
- ix. **Atmos, we, us, or our** – refers to Atmos and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee of Atmos.
- x. **Item** – any transaction, including but not limited to, a check withdrawal, electronic debits, electronic credits, deposit slip and each item within the deposit. This definition does not include cash.
- xi. **Overdraft** – when an Account has insufficient or unavailable funds in the Account to cover transactions posted to the Account.
- xii. **Owner** – refers to the individual or entity on an Account who have authority to act upon the Account, unless restricted by the nature of the Account ownership. This definition shall exclude Authorized Signers.
- xiii. **You and your** – refers to each and every Owner, including Authorized Signer(s).

2. TERMS GOVERNING YOUR ACCOUNT(S)

A. Fees.

The Atmos Fee Schedules can be found on our website at <https://www.joinatmos.com/fees> (“Fee Schedule”).

B. Statements and Notices.

- i. We will send you a statement reflecting the activity on your Account for each statement period, as outlined below (“Statement”). We may also send any notices in this same manner. We provide you with a monthly Statement in accordance with applicable law, and if you have an electronic funds transfer (such as a direct deposit or an ATM withdrawal) to or from your Account during any month, we provide a Statement for that month.
- ii. **Combined Statements and Notices:**
You will receive your Electronic Statement for the Account you have indicated when requesting combined Statements. Electronic Statements are provided electronically through your Digital Banking application. You can change this associated email addresses by contacting us using the information listed at the beginning of this Agreement. Note: Any person who has agreed to receive electronic Statements for this Account will also have access to all the information on the combined Statement.

iii. **Joint Statements and Notices:**

For Accounts with multiple owners, we will send a notice to the email address you provide us when Statements and other notices are available to view in Digital Banking. You agree that these will be shared with all Owners. Statements can be available to an Owner or other authorized individual upon request. To request a Statement, please call the Customer Contact Center at the phone number listed at the top of this Agreement.

iv. **Delivery of Statements and Notices:**

Electronic Statements and notices are considered delivered 24 hours after being made available via the Digital Banking platform . Please reference the e-Statement Agreement for circumstances of undeliverable electronic Statements.

We will not forward Statements and notices. We may cease sending Statements and notices and destroy any that are returned to us as undeliverable. We will not attempt to deliver Statements and notices to you again until you provide us with a current postal or e-mail address.

C. Notice of Errors, Omissions, Forgeries or Unauthorized Transactions on Your Statement.

If you believe your Statement contains an error, omission, or unauthorized transaction regarding an electronic funds transfer, you must follow the requirements described in the section below, titled **Electronic Funds Transfer**. Our investigation of discrepancies involving electronic funds transfer is described in that section.

For all other errors, omissions, forgeries or unauthorized transactions you believe are reflected on your Statement, you must notify us of the discrepancy in writing within 60 calendar days after we deliver to you the relevant Statement or otherwise make the Statement available.

If you did not receive your Statement, contact us using the information located at the beginning of this Agreement.

For all errors, omissions, or unauthorized transactions, you must provide us with all information necessary to investigate the discrepancy. You are responsible for providing us with any supporting affidavits and testimony we reasonably request. We may also request that you file a police report.

If reported to us in a timely fashion, the alleged inconsistency on your Statement will be investigated by us within a reasonable time, depending on the complexity of the error, omission, forgery, or unauthorized transaction. The results of the investigation will determine whether or not we will reimburse you. If you do not comply with the requirements in this section, we are not required to reimburse you for any

claimed loss, and you cannot bring any legal claim against us in any way related to the discrepancy. In addition, if you fail to notify us of any unauthorized transaction within 60 calendar days after we deliver, or in any other way make available, the relevant Statement, we are not required to reimburse you for unauthorized transactions that we pay to that entity after that time. You also have certain rights under federal law for substitute checks. Refer to the section **Substitute Checks and Your Rights** or more information.

D. Important Information About Your Checking Account.

i. Substitute Checks and Your Rights:

What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with “substitute checks”. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account.

However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account is an interest-bearing account) within 10 business days after we received your claim and

the remainder of your refund (plus interest if your account is an interest-bearing account) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and was posted to your account, please contact us using the contact information listed at the beginning of this Agreement. You must contact us within 40 calendar days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- (1) A description of why you have suffered a loss (for example, you think the amount withdrawn was in correct);
- (2) An estimate of the amount of your loss;
- (3) An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- (4) A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

E. Change of Address.

You can change your postal or email address by notifying us through Digital Banking, or by other methods we may later deem applicable. We will act on your request within a reasonable time after we receive it. Addresses can be changed at customer or Account level. Upon receipt of this information, we will make all the necessary changes. We must have a physical address and a PO Box is not sufficient.

F. Our Privacy Notice.

Our Privacy Policy has been provided to you as part of your Account Opening Disclosures and can be found at the footer of our website, <https://www.joinatmos.com/>, titled "Privacy Policy". The Privacy Policy details what Atmos and its Affiliates do with your personal information. In the Atmos "Privacy Policy", we list the reasons we may choose to share your personal information and where you can limit this sharing.

G. Account Closures, Account Restrictions and Delayed Transactions.

We may close your Account at anytime without providing advance notice and may close your time deposit Account at maturity without advance notice.

If your Account is at a zero-dollar balance for 60 days, or is not funded for 60 days after opening, it may be closed without notice.

If an Account is closed and reopened, the Account is subject to our standard terms and fees for that Account type.

If we choose to close an Account or you have closed an Account with us, there may be

deposits or Items that we receive after the Account has been closed. If this happens, we may return the deposit or Item. We are not liable for any loss to you for returning the funds, refusing to honor a withdrawal, check or other Item.

We reserve our right to decline or prevent transactions to or from your Account. This may include refusing, freezing, reversing or limiting any withdrawal, payment, transfer or other transaction on your Account and we shall have no liability for performing any of those actions. We may restrict your Account, including but not limited to one of the following:

- (1) There is a conflict or conflicting information over Account ownership, control or activity;
- (2) We are required to by law by using our sole judgment to determine what is necessary to comply;
- (3) We suspect fraud or financial exploitation on your Account;
- (4) We suspect illegal activity on the Account; or
- (5) We believe the action is necessary to protect any loss or risk to Atmos or its Affiliates.

If the Account is closed prior to the end of the Statement period by you, another account owner, or us, any of the rewards (as applicable), as outlined in your Account Opening Disclosure, that were earned will be forfeited and will not be credited to the Account.

H. Inactive Account.

An Inactive Account is an Account that has not had a deposit or withdrawal, or a signed and returned Account Inactivity Form in a specific timeframe (outlined below). See the Fee Schedule for the Inactive Account Fee that will be assessed to your Account if it is deemed an Inactive Account.

Inactivity Timeframes:

- Demand Deposit Accounts— 1 year
- Savings Accounts— 1 year
- Official Bank Checks or Money Orders— 1 year

If you re-activate your Account, we will not reimburse you for any fees and we are not liable to you for any interest that would otherwise have accrued in your Account.

I. Abandoned Property.

State law, federal law and our policy governs when your Account is considered abandoned. Your Account will be considered abandoned if at least one of the following activities is not performed for a period of time specified in accordance with the applicable state law: a deposit or withdrawal, written correspondence to us regarding the Account, or signed and returned our Account Dormancy Form. Atmos charges, interest payments, automatic deposits, and withdrawals are not considered activity. We are required by state law to turn over Accounts considered abandoned to the appropriate state. The state of the last known U.S. address is used to determine an Account's inactive and/or abandoned status. If a U.S. address is not on file, New York State laws will apply.

If you do not initiate an Account-related activity on the Account within the time period as specified by applicable state law, the funds on deposit may be transferred to the appropriate state. After we transfer funds to the state, we have no further liability to you for the funds.

To recover your Account funds, you must file a claim with the appropriate state agency.

Before we turn over an abandoned Account, we will send any notice required under applicable state law to the address we currently have on file for Account Statements. If mail was previously returned from this address, we will not send this notice. Unless prohibited by the applicable state law, we may charge the Account our costs and expenses of any notice, advertisement, payment, and delivery of the Account to the applicable state agency. If we consider your Account abandoned, then (unless prohibited by federal law or the appropriate state law) we may:

- (1) Discontinue sending Statements;
- (2) If the Account is interest bearing, stop paying interest on the Account;
- (3) Refuse to pay items drawn on or payable out of the Account; and
- (4) Close the Account.

If you re-activate your Account, we will not reimburse you for any fees and we are

not liable to you for any interest that would otherwise have accrued on your Account.

J. Funds Availability.

Our Funds Availability Policy provides details on how we make funds available to you for use, potential delays and special rules that may apply. Please refer to the Funds Availability Policy for further information.

3. ACCOUNT BASICS

A. Definitions Pertaining to This Section.

- i. Legal Entity Customer: a corporation, limited liability company, or other entity that is created by the filing of a public document with a Secretary of State or similar office, a general partnership, and any similar entity formed under the laws of a foreign jurisdiction that opens an Account. Legal entity customer does not include certain financial institutions, government entities, publicly traded companies, or insurance companies regulated by a state. For a complete listing of entities which are not considered legal entities, please see 31 C.F.R. Chapter X, Part 1010, Subpart B, Section 1010.230, Paragraph (e).
- ii. Beneficial Owner: Each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of a legal entity customer; AND a single individual with significant responsibility to control, manage, or direct a legal entity customer, including: an executive officer or senior manager (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer); or any other individual who regularly performs similar functions.

B. Our Responsibility to Obtain Personal Information.

- i. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business who opens an Account. We require the following information or documents as a condition to your opening an Account:
 - (1) For a Consumer Account: your name; a physical address (this cannot be a PO Box); date of birth; Social Security number for U.S. persons or other valid government-issued identification number for non-U.S. persons (e.g., Passport). In certain circumstances a valid driver's license or other identifying documents will be required as well.
 - (2) For a Business Account: your business name, taxpayer identification number

and physical address (this cannot be a PO Box); as well as other identifying documents (e.g., Articles of Incorporation, Secretary of State filing, Doing Business As paperwork, etc.). In addition, certain identifying information may be required for Authorized Signers on Business Accounts and/or Beneficial Owners of businesses to include: name; physical address (this cannot be a PO Box); date of birth; Social Security number for U.S. persons or other valid government-issued identification number for non-U.S. persons (e.g., Passport); ownership percentage; role within the business, as well as a valid driver's license or other identifying documents.

- ii. Our policies may require additional information about you or any person associated with you or with the Account when or after you open the Account. We may restrict or close your Account if we are unable to obtain information to satisfy our Customer Identification Program and Customer Due Diligence requirements. By opening an Account with us, you confirm that neither you nor any Authorized Signer and/or beneficial owner of any Account is covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Assets Control.

C. Forms of Account Ownership.

- i. Consumer Accounts:

- (1) **Individual Account.**

- An Individual Account is an Account owned by one person ("Individual").

- Typically, only the named Individual has access to the Account unless otherwise identified by a power of attorney or a representative payee, etc.

- (2) **Joint Account with Right of Survivorship.**

- A Joint Account with Right of Survivorship is an Account owned by two or more Individuals, commonly called co-owners or joint owners where each Owner has full and equal access to the Account, including withdrawals. Each Owner is responsible for all activity in the Account including Overdrafts. Please refer to our **Overdraft Items** section for additional information.

- To add additional Owners on the Account, all documentation must be completed as required by Atmos. To remove an Owner from an Account, the existing Account must be closed. Any Joint Owner may close the Account. Refer to the **Death or Incompetence of an Account Owner** section should an Owner become deceased.

- (3) **Payable on Death / In Trust for Account.**

- These types of Accounts are Accounts owned by one or more Individuals that identify one or more beneficiaries who will receive the amount on deposit in

the Account upon the death of the Owner(s). There may be state law requirements that must be met to establish these types of Accounts. You are solely liable for meeting any requirements. We may choose, if applicable requirements are not met, to treat the Account as if there are no beneficiaries.

You are the Owner of these Accounts and may do anything that is permitted under this Account type, including changing or removing beneficiaries. The named beneficiaries have no access until the death of all Owners occurs. Upon the death of all Owners and after receiving the necessary documentation from the beneficiary(ies), we will pay any surviving designated beneficiary(ies) on the Account subject to any Atmos claims and any right we have to charge the Account. If there are more than one beneficiaries listed on the Account, the Account will be paid in equal shares to each surviving beneficiary. If there are no beneficiaries listed, the Account will be payable to your estate.

(4) Power of Attorney Account.

A power of attorney is a document you sign that authorizes a person of your choosing, (they are typically referred to as the “agent”) to perform certain functions for you as you designate. This includes managing your Accounts. You must provide a power of attorney form in accordance with applicable law. We may refuse a request from an agent if we believe the agent does not have the authority pursuant to applicable law. We also have the right to refuse access to the Account for suspected fraud, abuse or other mishandling of your funds. The agent must notify us promptly upon the death of the Owner. Upon death of the Owner, the agent no longer has the right to access and perform transactions on the Account.

(5) Representative Payee Account.

Social Security and/or Veterans Administration (“VA”) Accounts (“Representative Payee Account”) are opened when a protected person receives benefits but are not able to manage the funds themselves. The person appointed to manage the funds is typically called a “Representative Payee” or “VA Custodian”. The Representative Payee or VA Custodian agrees not to co-mingle any deposits or conduct any withdrawals on the Account other than those designated for the purpose of the Account. We are not liable for determining if the funds the Representative Payee or VA Custodian manages are appropriate to the purpose of the Account. If the protected person dies, the Representative Payee or VA Custodian must immediately notify us and are required to stop any and all activity on the Account. If we are required to return deposits made after the death of the protected person and the Account does not have the funds to pay the required

amount, we may if allowed by law, take the funds from any Account the Representative Payee or VA Custodian or the protected person owns.

ii. **Business, Organization and Association Accounts:**

If the Account is a Business Account, each person executing Account Opening Disclosures represents and agrees that they are fully authorized to execute all documents or otherwise complete our requirements on behalf of the business. We require all documents or other information necessary to demonstrate authority and may require other documents from time to time. We will require our resolution indicating what authority is granted on the Account to be completed prior to Account opening. Changes to authority of the Account must be reflected in an updated resolution.

D. Death or Incompetence of an Account Owner.

Until we receive notice of death or incompetence of any Account Owner, we may continue to act upon the Account as if all Owners are alive or competent. You agree to notify us immediately if any Account Owner or Authorized Signer has died or deemed incompetent by a court.

After we receive a death certificate regarding any Owner on the Account, we may restrict the Account and not allow any transactions and may return deposits. We may also choose to further restrict the Account if we receive information from the Social Security Administration that an Account Owner is deceased, but we have no obligation to do so until we receive a valid death certificate. If a transaction is presented for payment after the Owner's date of death, we may pay the transaction. If there is any outstanding debt, that amount is still owed to us and we may exercise our Setoff rights (our right to apply funds in one Account to the debt associated with another Account) or security interest rights against the funds in the Account. If we receive a deposit for the deceased Owner, we may debit the Account and return the deposit back to the payor. This includes salary, pension, Social Security and Supplement Security Income payable to the deceased Owner.

THE TYPE OF ACCOUNT OWNERSHIP MAY CHANGE HOW YOUR FUNDS ARE PAID UPON YOUR DEATH, EVEN IF YOUR WILL STATES OTHERWISE. PLEASE CONSULT YOUR ESTATE PLANNING ADVISOR OR ATTORNEY ABOUT YOUR CHOICES.

E. Illegal Activities.

You agree not to use your Account for any illegal activity. We strictly prohibit the use of any Account to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing)

that are related, directly or indirectly, to unlawful Internet gambling. The term “unlawful Internet gambling,” as used in this Agreement, shall have its meaning set forth in 12 C.F.R. Part 233, Section 233.2(bb). You agree not to conduct any transactions through the Account that directly or indirectly involve or are related to unlawful Internet gambling, including, without limitation, the acceptance or receipt of any funds or deposits in connection therewith. We may refuse any gambling transaction, whether lawful or not.

F. Deposits Not Made In-Person.

For any deposits not made in-person, we will review deposit slips to cash or other Items received and correct any errors.

If you use our night depository, we are not responsible for any disappearance, theft or loss of any envelope, bag or money before we issue a written receipt for the deposit.

G. Our Right to Refuse Deposits.

We have the right to refuse a deposit or any Item included with the deposit. We may review a deposit and determine the need to send the Item for collection if we deem necessary. If so, we will change the deposit amount and remove the amount from your Available Balance on your Account until we receive the funds from the paying institution. We are not liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made.

H. Endorsements.

An endorsement is the payee’s (to whom the check is payable to) request to cash or deposit a check. The payee signs or stamps the back of a check to receive the funds. Any deposited check that appears to contain your endorsement will be treated as endorsed by you. If a check you deposit does not have your endorsement, we will treat the check as if we had endorsed it. We are not responsible for or required to accept and follow any conditional or restrictive endorsements on a check you cash or deposit, or by any endorsement “without recourse”. We may, at our discretion, return any check for missing endorsement. Check deposit instructions will be outlined clearly in Digital Banking applications to which you have access.

i. Endorsement Requirements:

You endorse a check on the back of the check. There may be a simple line or a box that reads: “Endorse Here.” Customarily another line states, “Do not write, stamp, or sign below this line.” The endorsement area is typically approximately 1.5” long and covers the breadth of the check. Do not write anywhere else on the check. The remainder of the space is utilized by us for processing.

If you do not endorse your check properly and it causes us a loss, cost, or expense, you are liable to us for the full amount.

I. Calculation of Interest.

If you have an Account with us that earns interest, your interest is earned at a variable rate. A variable rate means that your interest rate and annual percentage yield (APY) may change at any time.

We pay interest monthly.

There may be special interest rates or conditions applied to your Account, which will be disclosed to you at the time of Account opening.

Your Account Opening Disclosures will detail what the rate is on the day you open your Account. Your Statements will outline the rate earned throughout your Statement cycle. You may contact us using the contact information listed at the beginning of this Agreement or visit Digital Banking website.

J. Limit on Saving Account(s).

Withdrawals and transfers from a savings Account or money market to another Account or to third parties by the following methods have been historically limited to 6 per calendar month, as required by law:

- Preauthorized, automatic, telephone, or computer transfer from your savings Account or money market.
- Transfers from your savings Account or money market by check, draft, debit card, or similar order.
- Please note that these limits do not apply to withdrawals and transfers you make at one of our branches or at an ATM, or to loan payments at our institution by automatic funds transfer.

If limitations are again imposed by law, you may be notified by us. To the extent such limitations are imposed, we may choose, at our discretion, to take action against your Account by either closing your Account or switching you to a transactional Account if you exceed the permissible number of transactions within a month.

We count a transaction on the date that we post it to your savings. This date may be different from the date you authorize, transfer or write the transaction, which means a transaction made during a calendar month may not be counted until a later calendar

month.

K. Setoff.

You each agree that we may, when permitted by law, use the funds in your Account against any due and payable debt you or any other Owner owe us now or in the future ("Setoff"). Debts include any Overdrafts you owe, fees, as well as amounts owed to us by another person or entity if you have previously agreed to guarantee that you will pay their debts. If the Account is a Joint Account, we may use funds to satisfy a debt that is not yours and may be the debt of another Owner. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date. We do not have to provide you with any prior notice to apply the funds for any debt you owe.

This right of Setoff does not apply to this Account if prohibited by law. For example, the right of Setoff does not apply to this Account if: (A) the debt is created by a consumer credit transaction under a credit card plan, or (B) the debtor's right of withdrawal only arises in a representative capacity. You expressly agree that our rights may extend to any state or federal benefit payments and this includes Social Security and Supplemental Security Income payment benefits. We may Setoff funds from your Account before checks and other Items are paid and drawn from your Account. If funds are Setoff from timed deposit accounts, early withdrawal penalties may be charged on the funds withdrawn. We will not be liable for the dishonor of any check when the dishonor occurs because we Setoff a debt against your Account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of Setoff.

L. Stop Payments.

i. Acceptance of Stop Payment:

We may accept a written or oral stop payment request from any Owner or Authorized Signer on the Account. An oral stop payment request is only valid for 14 days unless followed up with a written stop payment request prior to the expiration of the 14 days.

If we have not already paid a check or other Item that is drawn on your Account, we may accept a stop payment request. If you request a stop payment on a check or other Item in person, we may request that you complete a Stop Payment Form. You may not stop payment on a point of sale transaction or an ATM withdrawal or transfer. We will not place a stop payment on a cashier's check, teller's check (official check) or certified check, unless you provide us a statement, typically an

indemnification agreement, that the check is lost, stolen or destroyed. After you place a stop payment, we may not refund the check amount or issue a replacement check until at least 90 days after the issue date. We are not required to refund the check amount or issue a replacement check if the check is presented for payment within 90 days after the issue date. If we receive a check that has a stop payment request against it, we may return the check to the payee noting “payment stopped”, “refer to maker” or with a similar designation.

ii. Placing A Stop Payment On Checks:

A written stop payment request is valid for 6 months and may be renewed for an additional 6 months upon written request. Please see your Fee Schedule for applicable fees. You must give us sufficient notice and information so that we have a reasonable opportunity both to verify that the Item is unpaid and to act upon the request.

In order to place a stop payment on a check, we need certain information to process the request; account number, the name of the payee, the check number, or range of check numbers if applicable, and the exact amount of the Item in dollars and cents. If the information you have provided to us is incorrect, we may not be able to honor the stop payment request.

We may also require the date of the check and the name of the person who signed the Item. We are not liable to you for any special, incidental or consequential loss or damage of any kind. Please refer to your applicable Fee Schedule for the amount of the Stop Payment Fee.

iii. Stop Payments On Preauthorized (Recurring) Payments:

In order to place a stop payment on a recurring payment processed via Automated Clearing House (ACH) or a Debit Card, you may make these changes within your Digital Banking application. For recurring payments, we require 3 Business Days’ notice before the next payment is scheduled to be made.

We have the right to refuse a payment to a payee with a similar name that may be the same payee; however, we are not liable if we do not refuse the payment. If the payment has already been processed, you may need to file an affidavit of fraud or a card holder dispute by contacting us using the contact information located at the beginning of this Agreement.

M. Incomplete, Conditional, Stale-Dated and Postdated Checks.

You agree to not issue checks with incomplete information or conditional information for payment. We have no responsibility to discover, observe or comply with such conditions. If an Item is paid, any conditions noted do not apply to Atmos and we

are not liable.

If a stale-dated check, a check dated more than 6 months in the past, is presented against your Account, we may choose to not pay or pay the Item and charge it against your Account. If a postdated check, or future dated check, is presented against your Account, we may choose to not pay or pay the Item and charge it against your Account.

N. Posting Order; Balances.

Credits will post to an Account first followed by debits in the following order; Atmos initiated adjustments, wire transfers, internal transfers, Atmos bill pay transactions, ATM transactions, PIN based point of sale transactions in amount order from lowest to highest, signature based point of sale transactions in amount order from lowest to highest, ACH withdrawals in amount order from lowest to highest and checks in dollar amounts

from lowest to highest. For information on when fees and service charges will be applied to your Account, please reference your Fee Schedule. It should be recognized that as transactions are received or noted as pending throughout the day, they may be reordered at nightly reconciliation.

4. CONSUMER OVERDRAFT ITEMS

A. Overdrafts in General.

Account Overdrafts generally occur if you do not have sufficient funds available in your Account. Atmos does not permit Account Overdrafts on Consumer Accounts.

We are not obligated to pay any Item presented for payment if your Account does not contain sufficient funds. Transactions will be denied if you have insufficient funds in your Account. We have no obligation to notify you before we deny a transaction for insufficient funds.

If there is an Overdraft paid by us, you are responsible for any overdrawn balances and any associated fees. If there is an Overdraft paid by us on an Account with more than one Owner, each Owner, shall be jointly and severally liable for such Overdraft, plus any applicable fees.

The amount of our Overdraft Item can be found on the applicable Fee Schedule.

B. Responsibility to Repay.

You are responsible for any negative balances in your Account. This includes Overdrafts and any associated fees. If your Account remains negative for 60 days or more, your

Account may be charged off. If your Account is charged off it means the Account has a negative balance, is now closed and cannot be re-opened. Even though the Account is closed and charged off, you are still responsible for the negative balance. When an Account is charged off, we may report you to credit reporting agencies. This may impact your ability to open other Accounts whether with us or at other financial institutions.

You authorize us to use the money from any subsequent deposits to your Account to pay any Overdraft and resulting fees. Subsequent deposits include any federal or state benefit payments that you choose to deposit in any Account (including Social Security benefits), if allowed by applicable law. You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions at any time. You agree to pay all costs and expenses we incur in collecting any Overdraft. We may still pursue collection of the amount you owe (including taking legal action against you) after it is charged off.

5. BUSINESS OVERDRAFT AND RETURNED ITEMS

A. Overdrafts in General.

An Account Overdraft could occur if you do not have sufficient funds available in your Account.

We are not obligated to pay any Item presented for payment if your Account does not contain sufficient funds. Fees can be avoided for Overdrafts and returned Items by verifying your Accounts contain a sufficient Available Balance to cover your transactions. We may pay Overdrafts at our discretion, but you are responsible for any overdrawn balances and any associated fees. If there is an Overdraft paid by us on an Account with more than one Owner, each Owner, shall be jointly and severally liable for such Overdraft, plus any applicable fees. You will be notified by mail of any Overdraft Items, paid or returned that you may have; however, we have no obligation to notify you before we pay or return any Item. If you do not wish for us to pay Overdrafts at our discretion, please contact the Customer Contact Center at the phone number listed at the beginning of this Agreement to opt out.

Overdraft Item Fee or a Returned Item Fee may be imposed on transactions such as:

- The presentment of checks;
- Automated teller machines (ATM) withdrawals;
- Debit card transactions;
- Preauthorized automatic debits;

- Telephone-initiated transfers;
- Digital Banking transfers;
- Other electronic transfers; or
- Other withdrawal requests.

We must obtain your affirmative consent before paying Overdrafts for ATM transactions or everyday debit card transactions.

We will not charge you an Overdraft Item Fee if your Account is overdrawn, in total, by less than \$5.00 and will not charge you for more than 6 Overdraft Item Fees a day. Also, please be aware that the order transactions are posted may create multiple Overdrafts during a single day or multiple Overdrafts on a single Item. See the **Posting Order; Balances** Section for more information on the order transactions post.

The amount of our Overdraft Item or Returned Item Fee can be found on the applicable Fee Schedule.

B. Responsibility to Repay.

You are responsible for any negative balances in your Account. This includes Overdrafts and any associated fees. If your Account remains negative for 60 days or more, your Account may be charged off. If your Account is charged off it means the Account has a negative balance, is now closed and cannot be re-opened. Even though the Account is closed and charged off, you are still responsible for the negative balance. When an Account is charged off, we may report you to credit reporting agencies. This may impact your ability to open other Accounts whether with us or at other financial institutions.

You authorize us to use the money from any subsequent deposits to your Account to pay any Overdraft and resulting fees. Subsequent deposits include any federal or state benefit payments that you choose to deposit in any Account (including Social Security benefits), if allowed by applicable law. You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions at anytime. You agree to pay all costs and expenses we incur in collecting any Overdraft. We may still pursue collection of the amount you owe (including taking legal action against you) after it is charged off.

6. ELECTRONIC FUNDS TRANSFER (“EFT”)

A. Your Rights and Responsibilities.

This Section outlines the types of Electronic Fund Transfers (“EFTs”) that can be made with Atmos deposit Accounts. Please be sure to read this disclosure carefully,

as it outlines your rights and obligations regarding the transactions listed within this Section. Some transactions may not be applicable to your Account.

B. Electronic Fund Transfers Initiated by Third Parties.

Atmos deposit Accounts maybe able to send or receive electronic transfers that are initiated by third parties, so long as you authorize those transfers. These EFTs may be one-time occurrences or may recur as directed by you. ACH or other payment networks may be used in the process of an EFT. There are a number of ways you may authorize the third party to make these transfers. For example, you could authorize a third party to convert a check to an electronic transfer if you go forward with the transaction after the third party has given you notice. Any form of authorization will require you to provide the third party your Account number and bank information. You can locate this information on your Atmos checks. Your bank and Account information should only be provided to trusted third parties whom you have provided authorization to initiate these EFTs (via phone, internet or other method).

These EFTs include but are not limited to the following examples:

- i. **Preauthorized credit.** Arrangements may be made for certain direct deposits to be received into your Account.
- ii. **Preauthorized payments.** Arrangements may be made for certain recurring payments from your Account.

The electronic returned check charge is generated by the merchant and may vary.

Refer to the **Limit on Saving Account(s)** section regarding limitations that apply to savings and money market Accounts.

C. ATM Transfers- Types of Transfers and Frequency and Dollar Limitations.

You may access your Account through an ATM using your Digital Banking debit card and PIN to get additional account information such as balances and history. The following types of transfers can be made through an ATM:

- Make deposits to checking Accounts or savings Accounts with an ATM or debit card at our Deposit Accepting ATMs;
- Get cash withdrawals from a checking or savings Account(s) with an ATM or debit card;
- Transfer funds between deposit Accounts at Atmos.

Note: Some of the services listed above may not be available at all ATMs. See Consumer Fee Schedule at <https://www.joinatmos.com/fees> for current fee amounts.

Refer to **Limit on Saving Account(s)** section regarding limitations that apply to ATM transfers.

D. Types of ATM Card Dollar Limitations.

When using your ATM card, you may access your Account(s) for cash withdrawals at ATMs.

When using your ATM card, when linked to an Account, daily transaction limits may apply. We reserve the right to at anytime establish new limitations or make changes to existing ATM or debit card limitations. Your daily withdrawal limits are accessible via your Digital Banking application.

Refer to **Limit on Saving Account(s)** section regarding limitations that apply to ATM card transactions.

E. Types of Consumer Debit Card Point-of-Sale Transactions and Dollar Limitations.

When using your Atmos consumer debit card, you may access your checking Account to purchase goods and pay for services in person, online, or by phone. You may also get cash from some merchants or from a participating financial institution using your consumer debit card, if you meet their requirements.

When using your consumer debit card, daily transaction limits may apply. Your daily limits are accessible via your Digital Banking application.

We reserve the right to at any time establish new limitations or make changes to existing ATM or debit card limitations to protect the security or integrity of the Account or system. Refer to **Limit on Saving Account(s)** section regarding limitations that apply to debit card transactions.

F. Types of Business Debit Card Point-of-Sale Transactions and Dollar Limitations.

When using your Atmos business debit card, you may access your checking Account to purchase goods and pay for services in person, online, or by phone. You may also get cash from some merchants or from a participating financial institution using your Atmos business debit card, if you meet their requirements. When using your Atmos business debit card, you may not exceed your daily, monthly or annual limits as outlined in your Digital Banking application.

We reserve the right to at any time establish new limitations or make changes to existing ATM or debit card limitations.

Refer to **Limit on Saving Account(s)** section regarding limitations that apply to Debit card transactions.

G. Mastercard Automatic Billing Updater Notice of Right to Opt Out.

Mastercard Automatic Billing Updater is an automated solution that helps to ensure uninterrupted service for cardholders and uninterrupted payments by updating card-on-file information for recurring and nonrecurring payments with participating merchants. This program helps to reduce card-on-file transaction declines due to changed card numbers and/or expiration dates. The merchants choose the frequency at which they check for updated payment information. To avoid late payments and penalties, please check with your merchants to ensure your card has been updated. To opt out of this service, please contact us using the contact information listed at the beginning of this Agreement.

H. Digital and Mobile Banking Transfers - Types of Transfers and Dollar Limitations.

Through Digital Banking, you may have access to your Account through your various electronic devices, such as a computer or mobile phone. You can log into Digital Banking through the internet (either on your computer or a mobile phone browser) by going to <https://www.joinatmos.com/> and using your password and Login ID. You can also access Digital Banking by downloading the mobile app and using your password and Login ID. With Digital Banking, you have the ability to do the following:

- Transfer funds between the Accounts and externally or internally linked accounts; and
- Make transfers from deposit Accounts to designated accounts or linked accounts; and
- Get additional Account information, such as balances and history; and
- Use “peer-to-peer” payments to send money to other consumers with Digital Banking Accounts

Fees and Limitations:

- i. You may be charged fees by your mobile phone provider based on your individual plan and you should check with your individual provider for more information on fees and charges.
- ii. Refer to **Limit on Saving Account(s)** section regarding limitations that apply to computer and mobile transfers.

I. Documentation.

- i. Terminal transfers: When making a transfer to or from your Account using an

ATM or point-of-sale terminal, you can get a receipt at the time you make a transfer. If the transfer is \$15 or less, you may not get a receipt.

- ii. Preauthorized credits: Contact us at the contact information listed at the beginning of this Agreement to find out if an arranged direct deposit from the same person or company has been made to your Account.

J. Preauthorized Payments.

- i. Right to stop payment and procedure for doing so:
Please refer to the **Stop Payments** Section of this document for information on how to stop a payment.
- ii. Notice of varying amounts:
If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- iii. Liability for failure to stop payment of preauthorized transfer:
If we do not stop a payment after you ordered us to do so in accordance with the requirements outlined in the **Stop Payment** section above, we will be liable for your losses or damages.

K. Our Liability.

- i. Liability for failure to make transfers:
We will be liable for your losses or damages if we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you.
Additionally, we will not be liable for the exceptions listed below:
 - (1) You do not have enough money in your Account to make the transfer, through no fault of Atmos.
 - (2) The ATM where you are making the transfer does not have enough cash.
 - (3) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
 - (4) If circumstances beyond our control (such as a natural disaster) prevent the transfer, despite reasonable precautions that we have taken.
 - (5) Please note, that there may be other exceptions stated in this Agreement with you, where Atmos would not be liable for your losses or damages.

L. Confidentiality.

- i. We will disclose information to third parties about your Account or the transfers you make in the following scenarios:
 - (1) When necessary for completing transfers;
 - (2) To confirm the status and condition of your Atmos Account for a third party, such as a credit bureau or merchant;
 - (3) In order to comply with government agency or court orders;
 - (4) As outlined in the separate Privacy Policy; or
 - (5) If you write us with your permission.

M. Unauthorized Transfers.

- i. Consumer Liability:
 - (1) Tell us immediately if you are concerned that an electronic funds transfer has been made with information from your check without your permissions, or if your Atmos card and/or PIN has been lost or stolen. Contact us at the contact information listed at the beginning of this Agreement as the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two Business Days after you learn of the loss or theft of your card and/or personal identification number, you can lose no more than \$50 if someone used your card and/or PIN without your permission.
 - (2) If you do NOT tell us within two Business Days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped someone from using your card and/or personal identification number without your permission if you had told us, you could lose as much as \$500.
 - (3) Please tell us at once if your Statement shows transfers that you did not make, including those made by card, PIN or other means. You may not get back any money you lost if you do not tell us within 60 days after the Statement was mailed to you, and if we can prove that we could have stopped someone from taking the money if you had told us in time.
 - (4) We will extend the time periods listed above if a good reason (such as a long trip or a hospital stay) kept you from telling us.
 - (5) Additional Limits on Liability for Debit Card: When using your Debit Card, you will not be liable for any unauthorized transactions if: (i) you are able to demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) you promptly report the loss or theft to us upon becoming aware of a loss or theft. Mastercard is a registered trademark, and the circles

design is a trademark of Mastercard International Incorporated.

ii. Business Liability:

- (1) Tell us immediately if you are concerned that an EFT has been made with information from your check without your permissions, or if your Atmos card and/or PIN has been lost or stolen. Contact the Customer Contact Center at the phone number listed at the beginning of this Agreement as the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit).

N. Error Resolution.

Case of Errors or Questions About Your Electronic Transfers Telephone us at (866) 246-7194 or email us at hello@joinatmos.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST Statement on which the problem or error appeared.

- i. Tell us your name and Account number (if any).
- ii. 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.
- iii. Tell us the dollar amount of the suspected error.
- iv. If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.
- (1) We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. For new Accounts, we may take up to 20 Business Days to credit your Account for the amount you think is in error. If we need more time, however, we may take up to 45 days to investigate your complaint or question.

For errors involving a new Account, a point-of-sale transaction, or a foreign-initiated transfer we may take up to 90 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 the transfer involved a new Account and we decide to do this, we will credit your Account within 20

Business Days for the amount you think is in error. 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. During the first 30 days after the first deposit is made your Account is considered a new Account, unless you already have an established Account with us prior to this Account being opened.

(2) 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 a written explanation.

(3) You may ask for copies of the documents that we used in our investigation.

O. Costs and Expenses.

You are liable for all expenses and agree to pay us on demand for an expense incurred by us. This can include without limitation, fees and disbursements of counsel for us, in connection with or relating to any dispute under any electronic funds transfer or under any agreement entered into in connection therewith, the enforcement of our rights under any of the foregoing or under any other documents executed in connection herewith.

7. OTHER ITEMS

A. Legal Process.

If there is a legal action on your Account, such as an attachment, garnishment, levy or other state or federal legal process we may refuse to permit withdrawals or transfers from your Account. Any legal process does not impact any claim we have to funds in your Account. We will not contest on your behalf any such legal process and may take action to comply with the order without liability to you, even if this may leave insufficient funds in the Account for checks already written or if there is a Joint Account. If we incur any expenses for complying with the legal action or in any way in connection with the legal process, we may charge such expense or fee to your Account.

B. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of law provision and to the extent required, by federal law.

C. Waiver of Jury Trial and Class Action.

You hereby knowingly, voluntarily and intentionally waive (1) any right to trial by jury you may have or (2) any right you may have to participate in or be represented in any class or representative action in any suit, action or proceeding in law or in equity, in connection with this Agreement or any transactions related hereto. You represent and warrant that

no representative or agent of the other party has represented, expressly or otherwise, that the other party will not, in the event of litigation, seek to enforce this jury trial and class action waiver.

D. Assignment of Agreement/Successors.

Your Account and this Agreement is non-negotiable and non-transferable. You may not assign your rights or obligations under this Agreement or your Accounts to any other party without our prior consent. We may assign our rights and obligations pursuant to this Agreement in our sole discretion. We may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties.

E. Indemnification/Limitation of Liability.

You will defend, indemnify and hold harmless Atmos and its service providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from:

- i. the processing of any request received by Atmos or its service providers relating to your Accounts;
- ii. any breach of the provisions of this Agreement;
- iii. any request for Stop Payment;
- iv. any dispute between you and any third party in connection with your Account;
- v. relying upon instructions from you or someone purporting to be you;
- vi. insufficient funds in your Account or any returned deposits on your Account and
- vii. any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing.

The terms of this section will survive termination of this Agreement.



ATMOS

Funds Availability Policy

Effective 06/15/2023

This Funds Availability Policy helps determine when funds you deposit into your account(s) will be available as outlined below.

Please remember that after we have made funds available to you, and you have withdrawn the funds, you are still responsible for any deposits you have made that are subsequently returned to us as unpaid for any reason.

Determining the Availability of a Deposit

For determining the availability of your deposit, every day is considered a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before the processing cutoff time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a non-business day, we will consider that deposit to be made on the next business day.

Funds will be available in accordance with this policy. Funds from checks drawn from institutions outside of the U.S. (foreign checks) are exempt from this availability policy and are made available when deposited funds are received.

Next Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit. Deposits received after the cutoff time, or on a non-business day, will be considered deposited on the next business day.

- Cash deposited at a non-Proprietary ATM
- Funds from ACH credit transfers and wire transfers initiated at an external bank will be available for withdrawal no later than the business day after the banking day in which we receive the funds
- U.S. Treasury checks that are payable to the account holder
- Federal Reserve Bank checks, Federal Home Loan Bank checks and postal money orders, if these items are payable to the account holder

Longer Delays May Apply

In some cases, we may not make all of the funds that you deposit by check available to you as described in the availability schedule. Funds you deposit by check may be delayed for a longer period due to the following circumstances:

- We believe a check you deposit will not be paid
- You redeposit a check that has been returned unpaid
- There is an emergency, such as failure of communications or computer equipment

If we are not going to make all of the funds from your deposit available according to our policy, we will notify you of the exception that applies and tell you when the funds will be available. Funds subject to an exception hold will be available within seven (7) business days after the day of your deposit. If the deposit is made directly with one of our branch employees, you will receive this notification at the time you make your deposit. If your deposit is not made directly to one of our branch employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

Mobile Check Deposit and Remote Deposit Capture Availability

Funds from checks deposited via the Mobile Check Deposit ("MCD") or Remote Deposit Capture ("RDC") functions, will generally be available within five (5) business days after we receive the funds. The availability of these funds may be delayed for a longer period of time so that we can ensure the funds have cleared your external bank account.

Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Funds from deposits of the first \$5,525 of a day's total deposits of U.S. Treasury, cashier, certified, teller, travelers, or federal, state, and local government checks and U.S. postal service money orders will be available on the first business day after the day of your deposit. The excess over \$5,525 will be available within nine (9) business days after the day of your deposit. If your deposit of these checks is not made in person, the first \$5,525 will be available two (2) business days after the day of your deposit. Funds from all other check deposits will be available within nine (9) business days after the day of your deposit.



ATMOS

Privacy Policy
Effective 06/15/2023

This Privacy Policy explains how Atmos Financial, PBC (“**Atmos**”, “**we**”, “**us**” or “**our**”) collects, uses, discloses, and otherwise processes Personal Information (as defined below) in connection with www.joinatmos.com (the “**Site**”) and the related content, platform, services, mobile applications, web applications, and other functionality offered on or through the online services (collectively, the “**Services**”).

What is Personal Information?

When we use the term “**Personal Information**” in this Privacy Policy, we mean information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to an individual. It does not include aggregated or de-identified information that is maintained in a form that is not reasonably capable of being associated with or linked to an individual.

Personal Information Collected from Site Visitors and Account Holders

We may collect the following Personal Information submitted to us by visitors to our Site and account holders:

Contact Information, including name, email address, telephone number, addresses, and communication preferences. We may also receive your contact information from your contacts who have participated in our referral program.

Inquiry Information, including information provided in custom messages sent through the forms, chat client, or contact information provided on our Site.

Account Information, including name, employer, email address, username and password, profile information, Social Security number, postal address, a photo of your US government-issued ID, telephone number, bank account number(s), bank account balance(s), other bank account information, and any other information you provided to us.

Communications Information, including photos, texts, videos, or any other information you upload and/or send to us or through our Services.

Survey Information, including information provided in any questions submitted through surveys, or content of any testimonials.

Personal Information Automatically Collected

As is true of most digital platforms, we and our third-party providers may also collect Personal Information from an individual’s device, browsing actions and site usage patterns automatically when visiting or interacting with our Site, which may include **log data** (such as internet protocol (IP) address, operating system, browser type, browser id, the URL entered and the referring page/campaign, date/time of visit, the time spent on our Site and any errors that may occur during the visit to our Site), **analytics data** (such as the electronic path taken to our Site, through our Site and when exiting our Site, as well as usage and activity on our Site) and **location data** (such as general geographic location based on the log data we or our third-party providers collect).

We and our third-party providers may use (i) cookies or small data files that are stored on an individual’s computer and (ii) other, related technologies, such as web beacons, pixels, embedded scripts, location-identifying technologies and logging technologies (collectively, “**cookies**”) to automatically collect this Personal Information. For example, our Site uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”), to collect and view reports about the traffic on our Site. More information about the use of Google Analytics for these analytical and non-advertising purposes can be obtained by visiting Google’s privacy policy [here](#) and Google’s currently available opt-out options are available [here](#).

To manage cookies, an individual may change their browser settings to: (i) notify them when they receive a cookie, so the individual can choose whether or not to accept it; (ii) disable existing cookies; or (iii) automatically reject

cookies. Please note that doing so may negatively impact an individual's experience using our Site, as some features and offerings may not work properly or at all. Depending on an individual's device and operating system, the individual may not be able to delete or block all cookies. In addition, if an individual wants to reject cookies across all browsers and devices, the individual will need to do so on each browser on each device they actively use. An individual may also set their email options to prevent the automatic downloading of images that may contain technologies that would allow us to know whether they have accessed our email and performed certain functions with it.

For more information about your choices regarding online advertising, refer to the **"Your Choices About Online Ads"** section below.

Personal Information from Third Parties

We also obtain Personal Information from third parties; which we often combine with Personal Information we collect either automatically or directly from an individual.

We may receive the same categories of Personal Information as described above from the following third parties:

Banks: Atmos may receive information about individuals, such as their name, physical address, and bank account information, from our bank partners.

Payment Processors: In order to provide certain features of the Services, Atmos may collect information such as bank account numbers, balances, and other information about your bank account(s) from payment processors that facilitate transfers to Atmos partner bank account(s) or through third-party secure access tools, such as Plaid.

Social Media: When an individual interacts with our Services through various social media networks, such as when someone logs in through a social network, "Likes" us on Facebook or follows us or shares our content on Google, Facebook, Twitter, or other social networks, we may receive some information about individuals that they permit the social network to share with third parties. The data we receive is dependent upon an individual's privacy settings with the social network. Individuals should always review and, if necessary, adjust their privacy settings on third-party websites and social media networks and services before sharing information and/or linking or connecting them to other services.

Service Providers: Our service providers that perform services solely on our behalf, such as survey and marketing providers, collect Personal Information and often share some or all of this information with us.

Information Providers: We may from time to time obtain information from third-party information providers to correct or supplement Personal Information we collect. For example, we may obtain updated contact information from third-party information providers to reconnect with an individual.

Publicly Available Sources: We collect Personal Information about individuals that we do not otherwise have, such as contact information, employment-related information, and interest-in-services information, from publicly available sources. We may combine this information with the information we collect from an individual directly. We use this information to contact individuals, to send advertising or promotional materials or to personalize our Services and to better understand the demographics of the individuals with whom we interact.

Our Use of Personal Information

We may use Personal Information we collect to:

- Fulfill or meet the reason the information was provided, such as to fulfill our contractual obligations, to deliver the Services you have requested and to process transactions;
- Manage our organization and its day-to-day operations;
- Communicate with individuals, including via email, text message, social media and/or telephone calls;

- Request individuals to complete surveys about our organization, organizations we partner with, and Services;
- Market our Services to individuals, including through email, direct mail, phone or text message;
- Administer, improve and personalize our Services, including by recognizing an individual and remembering their information when they return to our Site;
- Process payment for our Services;
- Facilitate client benefits and services, including customer support through our command center services;
- Identify and analyze how individuals use our Site and Services;
- Conduct research and analytics on our client base and our Services;
- Improve and customize our Services to address the needs and interests of our client base and other individuals we interact with;
- Test, enhance, update and monitor the Services, or diagnose or fix technology problems;
- Help maintain the safety, security and integrity of our property and Services, technology assets and business;
- Defend, protect or enforce our rights or applicable contracts and agreements;
- Prevent, investigate or provide notice of fraud or unlawful or criminal activity; and
- Comply with legal obligations.

Where an individual chooses to contact us, we may need additional information to fulfill the request or respond to inquiries. We may provide additional privacy disclosures where the scope of the inquiry/request and/or Personal Information we require fall outside the scope of this Privacy Policy. In that case, the additional privacy disclosures will govern how we may process the information provided at that time.

Our Disclosure of Personal Information

We may disclose Personal Information to operate our business and communicate with you, including in the following ways:

- **Affiliates:** We may share Personal Information with other companies owned or controlled by Atmos, and other companies owned by or under common ownership as Atmos, which also includes our subsidiaries (i.e., any organization we own or control) or our ultimate holding company (i.e., any organization that owns or controls us) and any subsidiaries it owns, particularly when we collaborate in providing the Services.
- **Survey Providers:** We may share Personal Information with third parties who assist us in delivering our survey offerings and processing the responses.
- **Bank Partners:** We share Personal Information with our bank partners in order to provide certain features of the Services.
- **Nonprofit Partners:** We partner with nonprofit organizations, and may share Personal Information with them, such as when we process donations.
- **Marketing Providers:** We may coordinate and share Personal Information with our marketing providers in order to communicate with individuals about the Services we make available.
- **Customer Service and Communication Providers:** We may share Personal Information with third parties who assist us in providing our customer services and facilitating our communications with individuals that submit inquiries.
- **Other Service Providers:** In addition to the third parties identified above, we engage other third-party service providers that perform business or operational services for us or on our behalf, such as website hosting, infrastructure provisioning, IT services, analytics services, administrative services.
- **Other Business As Needed To Provide Services:** We may share Personal Information with third parties that an individual engages with through our Services or as needed to fulfill a requestor transaction including, for example, payment processing services.
- We may take part in or be involved with a corporate business transaction, such as a merger, acquisition, joint

venture, or financing or sale of company assets. We may disclose Personal Information to a third-party during negotiation of, in connection with or as an asset in such a corporate business transaction. Personal Information may also be disclosed in the event of insolvency, bankruptcy or receivership.

— Legal Obligations and Rights: We may disclose Personal Information to third parties, such as legal advisors and law enforcement:

- o in connection with the establishment, exercise, or defense of legal claims;
- o to comply with laws or to respond to lawful requests and legal process;
- o to protect our rights and property and the rights and property of others, including to enforce our agreements and policies;
- o to detect, suppress, or prevent fraud;
- o to protect the health and safety of us and others; or
- o as otherwise required by applicable law.

— Otherwise With Consent or Direction: We may disclose Personal Information about an individual to certain other third parties or publicly with their consent or direction. For example, with an individual's consent or direction we may post their testimonial on our Site or service-related publications.

If You are a Resident of the State of Nevada

Chapter 603A of the Nevada Revised Statutes permits a Nevada resident to opt out of future sales of certain covered information that a website operator has collected or will collect about the resident. Although we do not currently sell covered information, please contact us at privacy@joinatmos.com to submit such a request.

Annual Privacy Notifications

On an at least annual basis, Atmos will notify you via email what, if any of your non-public, personal information is being shared.

Your Choices About Online Ads

We support the self-regulatory principles for online advertising (Principles) published by the Digital Advertising Alliance (DAA). This means that we allow you to exercise choice regarding the collection of information about your online activities over time and across third-party websites for online interest-based advertising purposes. More information about these Principles can be found at <http://www.aboutads.info>. If you want to opt out of receiving online interest-based advertisements on your internet browser from advertisers and third parties that participate in the DAA program and perform advertising-related services for us and our advertising partners, please follow the instructions at www.aboutads.info/choices or <http://www.networkadvertising.org/choices/> to place an opt-out cookie on your device indicating that you do not want to receive interest-based advertisements. Opt-out cookies only work on the internet browser and device they are downloaded onto. If you want to opt out of interest-based advertisements across all your browsers and devices, you will need to opt out on each browser on each device you actively use. If you delete cookies on your device generally, you will need to opt out again.

If you want to opt out of receiving online interest-based advertisements on mobile apps, please follow the instructions at <http://www.aboutads.info/appchoices>.

Please note that when you opt out of receiving interest-based advertisements, this does not mean you will no longer see advertisements from us on our websites or online services. It means that the online ads that you do see from DAA program participants should not be based on your interests. We are not responsible for the effectiveness of, or compliance with, any third-parties' opt-out options or programs or the accuracy of their statements regarding their programs. In addition, third parties may still use cookies to collect information about your use of our online

services, including for analytics and fraud prevention as well as any other purpose permitted under the DAA's Principles.

Children's Personal Information

Our Services are not directed to, and we do not intend to, or knowingly, collect or solicit Personal Information from children under the age of 13. If an individual is under the age of 13, they should not use our Services or otherwise provide us with any Personal Information either directly or by other means. If a child under the age of 13 has provided Personal Information to us, we encourage the child's parent or guardian to contact us to request that we remove the Personal Information from our systems. If we learn that any Personal Information we collect has been provided by a child under the age of 13, we will promptly delete that Personal Information.

Links to Third-Party Website or Services

Our Site and Services may include links to third-party websites, plug-ins and applications. Except where we post, link to or expressly adopt or refer to this Privacy Policy, this Privacy Policy does not apply to, and we are not responsible for, any Personal Information practices of third-party websites and online services or the practices of other third parties. To learn about the Personal Information practices of third parties, please visit their respective privacy notices.

Updates to This Privacy Policy

We will update this Privacy Policy from time to time. When we make changes to this Privacy Policy, we will change the date at the beginning of this Privacy Policy. If we make material changes to this Privacy Policy, we will notify individuals by email to their registered email address, by prominent posting on this Site or our Services, or through other appropriate communication channels. All changes shall be effective from the date of publication unless otherwise provided.

Contact Us

If you have any questions or requests in connection with this Privacy Notice or other privacy-related matters, please send an email to support@joinatmos.com. Alternatively, inquiries may be addressed to:

Atmos Financial
PO Box 8836
Emeryville, CA 94662



ATMOS

Terms of Use
Effective 06/15/2023

Welcome to <https://www.joinatmos.com> (the “Atmos Site”), owned and operated by Atmos Financial, PBC (“Atmos,” “we,” or “us”). This page explains the terms by which you may use the Atmos Site, including online services, together with the content, software, products and functionality offered on or in connection with the service (collectively, the “Services”). By accessing or using the Services, or clicking a button or checking a box marked “I Agree” or similar, you signify that you have read, understood, and agree to be bound by these Terms of Service (these “Terms”) and to the collection and use of your information as set forth in the Atmos Privacy Policy which is hereby incorporated by reference. These Terms apply to all visitors, users, and others who register for or otherwise access the Services (“Users”).

Certain services may be subject to additional terms and conditions specified by us from time to time, and your use of such services is subject to those additional terms and conditions, which are hereby incorporated into these Terms by reference.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Use of Our Service

A. Eligibility

This is a contract between you and Atmos. You must read and agree to these terms before using Atmos Services. If you do not agree, you may not use the Services. You may use the Services only if you can form a binding contract with Atmos, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the online services by anyone under eighteen (18) is strictly prohibited and in violation of these Terms. The Services are not available to any Users previously removed from the Services by Atmos.

B. Atmos Services

Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Services for your personal, noncommercial use only and as permitted by the features of the Services. Atmos reserves all rights not expressly granted herein in the Services and the Atmos Content (as defined below). Atmos may terminate this license at any time for any reason or no reason.

C. Atmos Accounts

Your Atmos user account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may never use another User’s Atmos user account without permission. When creating your Atmos user account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your Atmos user account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Atmos immediately of any breach of security or unauthorized use of your Atmos user account. Except as otherwise set forth herein, Atmos will not be liable for any losses caused by any unauthorized use of your Atmos user account.

You hereby authorize Atmos, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and Atmos user account information. This may include asking you for further information and/or documentation about your identity, or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or financial instruments, and verifying your information against third-party databases or other sources.

You may control your User profile and how you interact with the Services through your “Settings” page. By providing Atmos your email address you consent to our using the email address to send you Services-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Services and special offers. If you do not want to receive such

email messages, you may opt out or change the preferences in your “Settings” page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

D. Transaction Limits

In accordance with federal law, unless otherwise indicated, you are allowed to make six (6) account withdrawals from your Atmos Savings Account each calendar month. Atmos or its partner banks may set daily or monthly transaction limits on your Atmos Savings and/or Checking Account(s). These limits will be displayed in your Atmos user account. Daily and monthly limits are set for the protection of our users. Daily and monthly transaction limits may differ across users depending on the level of information provided to Atmos in accordance with KYC documentation. Atmos reserves the right to cancel or suspect transactions if such activity exceeds permitted transaction limits.

Atmos reserves the right to cancel or suspend transactions (deposits and/or withdrawals) made on or through the Services, including your Atmos Savings and/or Checking Account(s), due to fraud, suspected fraud, or other compliance-related concerns.

E. User Liability for Unauthorized Electronic Funds Transfer

In accordance with federal law, there may be limitations on your Atmos Savings and/or Checking Account(s) activity that restrict your ability to make electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing your account.

You are liable for all electronic fund transfers that you authorize, whether directly or indirectly.

You must inform us if you believe your account) has been or may be subject to unauthorized electronic fund transfers due to breach of security or unauthorized access. Please notify us immediately at support@joinatmos.com to keep your possible losses to a minimum. You could lose all the money in your Atmos Saving and/or Checking Account(s) if appropriate action is not taken in a timely manner.

If you tell us within two (2) business days after learning of any unauthorized transfers from your Atmos Savings and/or Checking Account(s), you can lose no more than fifty dollars (\$50) if electronic fund transfers are made without your permission. For these transactions, if you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as five hundred dollars (\$500). If your periodic account statement shows unauthorized transfers from your Atmos Savings and/or Checking Account(s) and you DO NOT tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) from your Atmos Savings Account if you had notified within the notice periods noted above.

If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen access device or of any other suspected unauthorized transfer(s) from your Atmos Savings and/or Checking Account(s), Atmos may, in its sole discretion, extend the time periods specified in this Section for a reasonable period.

F. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Services in a manner that sends more request messages to the Atmos servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Atmos grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Atmos Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable

or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Services; (vii) collecting or harvesting any personally identifiable information, including account names, from the Services; (viii) using the Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Services; (xi) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypassing the measures we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein. We may, without prior notice, change the Services; stop providing the Services or features of the Services, to you or to Users generally; or create usage limits for the Services. We may permanently or temporarily terminate or suspend your access to the Services without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or if we believe you are using the Services in a manner that exposes Atmos to liability, reputational harm or brand damage, including but not limited to using the Services to request, send or receive money related to fraud or money laundering, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms. You are solely responsible for your interactions with other Atmos Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Atmos shall have no liability for your interactions with other Users, or for any User's action or inaction.

2. User Content

We do not claim ownership of user-generated content and material. Any and all photographs, articles, images, graphics, videos, sounds, music, audio recordings, text, files, profiles, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that you (i) submit or post on or through the Services, on any of our blogs, social media accounts or through tools or applications we provide for posting or sharing such content with us; or (ii) have posted or uploaded to your social media accounts, including but not limited to Instagram, Twitter, Facebook, Tumblr and Pinterest, which are tagged with any Atmos promoted hashtag (collectively "User Content") shall be deemed nonconfidential and nonproprietary. By submitting or posting any User Content, you grant to Atmos and its affiliates a perpetual, irrevocable, royalty-free, worldwide, sublicensable and transferable license to copy, publish, translate, modify, reformat, create derivative works from, distribute, reproduce, sell, display, transmit, publish, broadcast, host, archive, store, cache, or otherwise use all or any portion of the User Content, as well as your name, persona and likeness included in any User Content and your social media account handle, username, real name, profile picture and/or any other information associated with the User Content, in any commercial or noncommercial manner whatsoever, in whole or in part, in any and all distribution channels, forms, media or technology, whether now known or hereafter developed, including but not limited to in stores, printed marketing materials, emails, web pages, social media accounts and for any other marketing, advertising, public relations, sales or promotional purposes with or without attribution and without further notice to you. Neither you, nor any other person or entity, will have the right to (i) receive any royalty or consideration of any kind for the use of the User Content pursuant to these Terms or (ii) inspect or approve the editorial copy or other material that maybe used in connection with the User Content. Atmos will be free to use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products that incorporate or otherwise rely upon such information. Atmos shall have no obligation to monitor User Content, use or display User Content, compensate you for submitting User Content or respond to any User Content. Atmos retains the right, in its sole discretion and without prior notice, to remove, revise or refuse to post any User Content for any reason or no reason. Subject to the licenses granted in these Terms, you retain ownership of any copyright and other rights you may have in the User Content.

By submitting or posting User Content on the Services, on your social media accounts or through any tools or applications we provide for posting or sharing your User Content with us, you represent and warrant that (i) you own or control any and all rights in and to the User Content, and the right to grant all of the rights and licenses in these Terms, and if you are not the holder of such rights, the holder of such rights has completely and effectively waived all such rights and irrevocably granted you the right to grant the licenses stated above without the need for payment to you or any other person or entity; (ii) you have obtained permission from any individuals that appear in the User Content to use, and grant others the right to use, their name, image, voice and/or likeness without the need for payment to you or any other person or entity; (iii) you are eighteen (18) years of age or older; and (iv) the User Content does not (a) contain false or misleading information, (b) infringe on the intellectual property, privacy,

publicity, statutory, contractual or other rights of any third party, (c) contain any libelous, defamatory, obscene, offensive, threatening or otherwise harassing or hateful content, (d) contain any addresses, email addresses, phone numbers or any contact information or (e) contain computer viruses, worms or other harmful files. Upon request by Atmos, you will furnish Atmos any documentation, substantiation or releases necessary to verify your compliance with these Terms. You are solely responsible for the User Content and you hereby agree to indemnify and hold Atmos and its employees, agents, affiliates, assigns and licensees harmless from any and all damages, claims, expenses, costs or fees arising from or in connection with a breach of any of the foregoing representations or your violation of any law or rights of a third party.

Atmos does not guarantee the truthfulness, accuracy or reliability of any User Content or endorse any opinions expressed by you or anyone else. By submitting or posting the User Content you fully and unconditionally release and forever discharge Atmos and its officers, directors, employees and agents from any and all claims, demands and damages (actual or consequential, direct or indirect), whether now known or unknown, of every kind and nature relating to, arising out of or in any way connected with: (i) disputes between you and one or more users or any other person or entity, or (ii) the use by Atmos or you of the User Content, including, without limitation, any and all claims that use of the User Content pursuant to these Terms violates any of your intellectual property rights, copyrights, rights of publicity or privacy, "moral rights," or rights of attribution and integrity. You acknowledge and agree that Atmos has no control over, and shall have no liability for any damages resulting from, the use (including, without limitation, re-publication) or misuse by you or any third party of any User Content. Atmos acts as a passive conduit for User Content and has no obligation to screen or monitor User Content. If Atmos becomes aware of any User Content that allegedly may not conform to these Terms, Atmos may investigate the allegation and determine in its sole discretion whether to take action in accordance with these Terms. Atmos has no liability or responsibility to Users for performance or nonperformance of such activities.

ATMOS HAS THE ABSOLUTE RIGHT TO REMOVE AND/OR DELETE WITHOUT NOTICE ANY USER CONTENT WITHIN ITS CONTROL THAT IT DEEMS OBJECTIONABLE. YOU CONSENT TO SUCH REMOVAL AND/OR DELETION AND WAIVE ANY CLAIM AGAINST ATMOS FOR SUCH REMOVAL AND/OR DELETION. ATMOS IS NOT RESPONSIBLE OR LIABLE FOR FAILURE TO STORE POSTED CONTENT OR OTHER MATERIALS YOU TRANSMIT THROUGH THE SERVICES. YOU SHOULD TAKE MEASURES TO PRESERVE COPIES OF ANY DATA, MATERIAL, CONTENT OR INFORMATION YOU POST ON THE SERVICES OR ANY OTHER SITES OR PLATFORMS.

3. Our Proprietary Rights

Except for your User Content, the Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "Atmos Content"), and all intellectual property rights related thereto, are the exclusive property of Atmos and its licensors (including other Users who post User Content to the Services). Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, editor create derivative works from any Atmos Content. Use of the Atmos Content for any purpose not expressly permitted by these Terms is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Services or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Atmos under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Atmos does not waive any rights to use similar or related ideas previously known to Atmos, or developed by its employees, or obtained from sources other than you.

4. Fees

The fees we charge Users for using our Services (the "Fees") are listed on our Schedule of Fees and Services. We may change our Fees from time to time by posting the changes on the Atmos Site thirty (30) days in advance, but with no advance notice required for temporary promotions or any changes that result in the reduction of Fees. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of

these third parties' services or websites.

5. Donations

A. Overview

We may offer you the ability to donate to a specified charitable organization using the Services (each, a "Donation") as set forth in this Section. All Donations are at your own risk. When you make a Donation through the Services, it is your responsibility to understand how your money will be used. Atmos is not responsible for any offers, promises, rewards or promotions made or offered by a charitable organization. We do not and cannot verify the information that a charitable organization supplies, nor do we represent or guarantee that the Donations will be used in accordance with any fundraising purpose prescribed by a charitable organization or in accordance with applicable laws.

B. Recurring Donations

You may designate on your Atmos user account a specific charitable organization you would like to make recurring monthly donations to. When you register to make a recurring donation, we will record an intention to donate a pre-defined amount of money selected by you using your Atmos user account to the charitable organization(s) you have selected on the Services. You will be able to choose the specific amount of the recurring donation. Atmos will enable a transaction to be processed where the charitable organization you have selected will be the merchant of record for the specified amount of the donation made to such charitable organization. Your full donation will be paid directly to the designated charity. In electing to contribute on a recurring basis, you hereby acknowledge that such Donations automatically renew and have a recurring payment feature, and that unless and until you opt out of the auto-renewal of such Donations, which can be done through your Atmos user account, any Donations you have signed up for will be automatically extended for successive renewal periods of the same duration as the initial term originally selected. Changes to or termination of the Donations will apply only to Donations that take place after Atmos receives notice of such change or termination. Atmos does not provide refunds of any amounts received in connection with previously made Donations. Your donations may be tax deductible. Please contact us using the contact information below for more information.

C. Authority

By selecting to make a donation through the Services, you authorize a debit to be processed for the designated charitable organization for the amount of your designated donation using your Atmos user account.

D. Cancellation of and Changes to Donations

You may change or cancel a Donation made on the Services which has not yet been processed by logging into the Services and amending the details for that Donation. Changes and cancellations to recurring donations can be made at any time during that month as long as the donation has not been processed. To the maximum extent permitted by law, you agree that, once a transaction has been processed to your account in respect of a Donation, that Donation cannot be changed or reversed by Atmos, except to the extent Atmos is required to change or reverse the relevant transaction by applicable law.

E. Rejected Donations

At anytime, Atmos may at its sole discretion, decide to remove a charitable organization from its Services. In such case, we will cease processing any Donations in relation to that organization and will make commercially reasonable efforts to notify you via email of this removal if you elected to donate to such charitable organization.

At any time, if Atmos suspects fraud or any other potentially illegal activity in relation to a Donation or charitable organization, Atmos may, at its sole discretion, cease to process Donations relating to that activity. In such case, we will cease processing any Donations in relation to that activity and will make commercially reasonable efforts to notify you via email of this if you elected to donate to such charitable organization.

F. Not a Fundraiser

We may offer you the ability to donate to a specified charitable organization using the Services (each, a "Donation") as set forth in this Section. All Donations are at your own risk. When you make a Donation through the Services, it is your responsibility to understand how your money will be used. Atmos does not act as a professional fundraiser on behalf of any charity. All Donations made by, on or through the Services are made directly to the charitable organization you select on the Services. Atmos is providing the Services solely as a service to technologically enable the Donation to be made by you directly to the applicable charitable organization(s). Atmos is not responsible for any offers, promises,

rewards or promotions made or offered by a charitable organization. We do not and cannot verify the information that a charitable organization supplies, nor do we represent or guarantee that the Donations will be used in accordance with any fundraising purpose prescribed by a charitable organization or in accordance with applicable laws.

6. Customer Support

We may make available an interactive online chat (“Chat”) service available to you Monday through Saturday, or during posted business hours as applicable, and in connection with any product or service that we provide. Atmos makes no warranty that the Chat service will be available at any particular time or be free of fault or error.

During your use of the Chat service, you may interact with a bot, chatbot, Virtual Assistant, Digital Banker, or other non-human (each, a “Chatbot”). We will disclose the use of the Chatbot to the extent required by applicable law.

The Chat service is provided as a convenience, solely to provide support services for Atmos’s products, services and online applications. Our Chat service will try to provide you with accurate and current information based on your question or need. Nothing we communicate in the Chat service will be considered a legal agreement, representation, or warranty as to our products, services, processes, decisions, or response times. Providing or participating in the Chat service does not constitute consent by you or us to use electronic records and signatures as a substitute for written documents.

You will not use the Chat service to send any abusive, defamatory, dishonest, or obscene message, and doing so may result in termination of the Chat service session and/or your Atmos user account.

7. Terms and Termination

These Terms are effective as of the date you accept these Terms or first download, install, access, or use the Services, and ending when the Services are terminated as described herein. You may terminate these Terms by paying all amounts you owe and upon providing thirty (30) days’ advance written notice to Atmos (email sufficient) but you may close your account at any time; except that you will still be responsible for any charges, fees, fines, and other losses caused by your action or inaction prior to terminating these Terms. Upon termination of these Terms: you understand and acknowledge that we will have no further obligation to provide or allow access to your Atmos user account or the Services. Upon termination, all licenses and other rights granted to you by these Terms will immediately cease. Atmos is not liable to you or any third party for termination of the Services or termination of your use of the Services. UPON ANY TERMINATION OR SUSPENSION, ANY INFORMATION THAT YOU HAVE SUBMITTED, UPLOADED, OR OTHERWISE MADE AVAILABLE ON, TO OR THROUGH THE ATMOS SERVICES OR THAT WHICH IS RELATED TO YOUR ATMOS USER ACCOUNT MAY NO LONGER BE ACCESSED BY YOU. Furthermore, except as may be required by applicable law or as provided in our Privacy Notice, Atmos will have no obligation to store or maintain (or delete or destroy) any information stored in our database or to forward any information to you or any third party.

Without further notice, Atmos reserves the right to terminate or restrict the Services of Users’ accounts without activity for periods of 180 days or more. To reactivate accounts, Users are responsible for contacting Atmos at support@joinatmos.com. Atmos will follow all account closure procedures as outlined herein and in its corresponding service agreements.

8. Privacy

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to and processed in the United States.

9. Security

Atmos cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

10. SMS/Text Messages

By consenting to Atmos' text messaging service, you agree to receive recurring SMS and MMS text messages with service, transaction, account-related, and commercial news and alerts from Atmos to your mobile phone number provided, even if your mobile number is registered on any state or federal Do Not Call list. You certify that your mobile number provided is true and accurate and that you are authorized to enroll the designated mobile number to receive such text messages. You acknowledge and agree that the text messages may be sent using automated technology, including through an automatic telephone dialing system. Standard message and data rates may apply from your carrier. Consent to receive text messages is not required as a condition of use/purchase. Check your mobile plan and contact your mobile carrier for details. You are solely responsible for all charges related to text messages, including charges from your mobile carrier.

You can unsubscribe from receiving text messages at anytime. Please note that unsubscribing from commercial text messages may not prevent you from receiving texts from Atmos directly relating to your use of the service, such as appointment reminders, account, or security information that is necessary to provide the requested service to you. To unsubscribe from text messages at any time, text STOP, END, CANCEL, UNSUBSCRIBE or QUIT to (407) 456-7847 or reply STOP, END, CANCEL, UNSUBSCRIBE or QUIT to any text message you receive from Atmos. You may receive one final text message from Atmos confirming your request. For help, text HELP to (407) 456-7847 or contact us at support@joinatmos.com.

11. Push Notifications

By agreeing to these Terms, you agree to receive push notifications from us through the Atmos mobile app or directly via text message. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Services.

12. Copyright Complaints

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Atmos's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit Atmos to contact you, such as your address, telephone number, and, email address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: Peter Hellwig
Atmos Financial, PBC.
Address: 2150 Kittredge Ave, Suite 4C
Berkeley, CA 94704
Mail: PO BOX 8836
Emeryville, CA 94662
Email: copyright@joinatmos.com
Phone: 1.866.246.7194
Alt Names: Atmos, Atmos Financial, Atmos PBC

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE

SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Atmos and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Atmos's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Atmos has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Atmos may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

13. Third-party Links and Information

The Service may contain links to third-party materials that are not owned or controlled by Atmos. Atmos does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and Atmos's Privacy Policy do not apply to your use of such sites. You expressly relieve Atmos from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Atmos shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

14. Indemnity

You agree to defend, indemnify and hold harmless Atmos and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any Donation; (vi) User Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (vii) your willful misconduct; or (viii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

15. No Warranty

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES ARE AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ATMOS OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, ATMOS, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

ATMOS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND

ATMOS WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

16. No Financial Advice or Recommendations

Any information or content available on or through the Services, including on our blog are for information and educational purposes only. Although the Services may provide information relating to banking products and other financial instruments and management tools, you should not construe any such information, features, tools or other content available on or through any Services as legal, tax, financial or other advice. Nothing contained in any Services or any other content on the Atmos Site constitutes a solicitation, recommendation, endorsement, or offer by Atmos to apply for or engage in any financial instruments.

You alone assume the sole responsibility of evaluating the merits and risks associated with the use of any Services before making any decisions based on the Services or content contained in an Atmos Service. In exchange for using Services, you agree not to hold Atmos liable for any possible claim for damages arising from any decision you make based on information made available to you through any Services.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ATMOS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL ATMOS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ATMOS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL ATMOS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO ATMOS HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ATMOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. The Services are controlled and operated from facilities in the United States. Atmos makes no representations that the

Services are appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies, or other entities located in the United States.

18. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

A. Governing Law

This Agreement, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and Atmos regarding your use of and access to the Service, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties. You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement or any of our rights or obligations under this Agreement at any time without notice. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of this Agreement is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

B. Arbitration

READ THIS SECTION CAREFULLY AS IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM ATMOS. For any dispute with Atmos, you agree to first contact us at support@joinatmos.com and attempt to resolve the dispute with us informally. In the unlikely event that Atmos has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Alameda County, California, unless you and Atmos agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Atmos from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

C. Class Action / Jury Trial Waiver

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND ATMOS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY

GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

D. Limitation of Claims

Regardless Of Any Statute Or Law To The Contrary, Any Claim Or Cause Of Action Arising Out Of Or Related To These Terms Or The Services Must Be Filed Within One (1) Year After Such Claim Or Cause Of Action Arose, Or Else That Claim Or Cause Of Action Will Be Barred Forever.

18. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

A. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Atmos without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. Notification Procedures and Changes to these Terms

Atmos may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Atmos in our sole discretion. Atmos reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms. Atmos is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Atmos may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the bottom of this page and notify you that material changes have been made to these Terms. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service.

C. Entire Agreement/Severability

These Terms, together with any amendments and any additional agreements you may enter into with Atmos in connection with the Service, shall constitute the entire agreement between you and Atmos concerning the Service. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

D. No Waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Atmos's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

E. California Residents

The provider of services is set forth herein. If you are a California resident, in accordance with Cal.Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

F. Contact

Please contact us at support@joinatmos.com or at +1 (866) 246-7194 with any questions regarding these Terms.