

# Increase Account Agreement

Contact us with any questions about this agreement.

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Increase Technologies Inc. d/b/a Increase (“**Increase**”, “**us**”, or “**we**”) provides a banking API (the “**API**”) and other services (the “**Increase Services**”). This Increase Account Agreement (the “**Increase Agreement**”) is a legal agreement between Increase and the individual or entity (“**you**” and “**your**”) that appears on the application for an Increase account (“**Increase Account**”).

Increase markets bank depository and payment services (the “**Bank Services**”) provided by our partner banks. The word **Bank** refers to the Bank that provides the Bank Services to you. You, or someone you authorize to act on your behalf, may instruct us to help you open a depository account with the Bank (a “**Bank Account**”). Your use of the Bank Account is subject to your agreement with the Bank (the “**Bank Agreement**”). Our partner banks and links to the Bank Agreements are listed in Section 18 below.

Please read the Increase Agreement carefully. You may use the Increase Services to access the Bank Services only if you agree to comply with the Increase Agreement and the Bank Agreement, including your agreement to resolve all disputes with Increase by arbitration and not in a lawsuit.

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## Your Increase Account

You must set up an Increase Account to use the Increase Services. The Increase Services help you or your business access and use the Bank Services. You will interact with Increase or an **Increase Partner** when you use the Increase Services, **but neither Increase nor the Increase Partner are a bank**. We both rely on the Bank, which has the appropriate licenses and permissions, to provide your Bank Account and payment processing services. You may be eligible for a credit card account when you open a Bank Account. Refer to the Increase Cardholder Agreement for more details.

There are two ways to set up your Increase Account.

Increase Partners who license our API may set up a **Platform Increase Account** for you when you sign up for the **Partner Service**. Increase will work with the Bank to

create a Bank Account for you when Increase creates your Increase Account for the Increase Partner. You will only be able to access your Increase Account and your Bank Account through the **Partner Application**. Your relationship with an Increase Partner is governed by your service agreement with that partner. Increase is not responsible for the Partner Service or the Increase Partner's acts or omissions when providing the Partner Service.

You may also sign up for an Direct Increase Account directly with Increase. A Direct Increase Account enables you to use the Increase Services to instruct the Bank to set up one or more Bank Accounts. You may use your Direct Increase Account to access the Increase Services through our dashboard (the "**Dashboard**") or through your own API integration. Depending on your business, you may be permitted to open an account titled in your name or be required to title the account for the benefit of your customers.

Direct Increase Accounts and Platform Increase Accounts are types of Increase Accounts for the purposes of this Increase Agreement.

## Increase Account Types

Your Increase Accounts must be designated for business or personal use. You may not create an Increase Account if you are under 13 years of age.

2.1 You may open a **Consumer Increase Account** if:

- You are a legal resident of the United States,
- You only use the Increase Account for personal, family or household purposes, and
- You, or your parent or legal guardian on your behalf, agree(s) to this Increase Agreement if you are an individual between 13 and 18 years old.

2.2 You may open a **Business Increase Account** if:

- The business is a corporation, partnership, or similar non-natural person entity like an unincorporated association, limited liability company, limited liability partnership, or sole proprietorship,
- You are over the age of 18,
- You will not use the account for personal, family, or household purposes,
- You are authorized to share information about the business with Increase and the Bank, and
- You are authorized to bind the business to this Increase Agreement and the Bank Agreement.

You may also designate affiliated entities that own different Business Increase Accounts as part of a group of entities ( "**Group**"). Consumer Increase Accounts and

Business Increase Accounts are types of Increase Accounts for purposes of this Increase Agreement.

## Increase Account Conditions

3.1 You may designate authorized persons to conduct activity within your Increase Account. We will treat each designated person as authorized to access and use your Increase Account until we receive written notice in an acceptable form. We may require you to give us separate written authorization telling us who is authorized to act on your behalf. You agree to notify us promptly in writing of any change in your form of organization or ownership or in the authority of any person with respect to your Business Increase Account.

3.2 We collect information about you and, if applicable, your business to help us and the Bank conduct identity verification. Your Increase Account functionality will be limited until you have submitted, and we and the Bank have reviewed and approved, all required information. The information you provide at the time your Increase Account is created must be accurate and up to date while you have an Increase Account. We may suspend or terminate your Increase Account if you provide inaccurate information or fail to update your information.

3.3 You may use your Increase Account only for lawful and legitimate purposes. You are responsible for following the laws, rules, regulations, and guidance that apply to where you use the Increase Services.

3.4 You may not:

- Use the Increase Services in a way that could impair, overburden, damage, or disable any portion of the Increase Services,
- Mirror any material contained on the Increase Services or otherwise modify, copy, distribute, publish, license or sell any Increase Services or data or any derivative work based on the Increase Services,
- Attempt to gain unauthorized access to our computer network, Increase Accounts, or Bank Accounts,
- Use the Increase Services to promote hate, violence, harassment, or abuse, or
- Use the Increase Services or the Bank Services for any illegal or fraudulent transactions or activity that create an unacceptably high risk to Increase or the Banks' reputation or business.

We may take action against you if we believe you have engaged in activities restricted by this Agreement or by applicable law (the “**Restricted Activities**”). Those actions include:

- Updating information that you have provided to us so that it is accurate,

- Requiring you to establish a reserve or provide other financial assurances,
- Limiting or completely stopping your access to the Increase Services and the Bank Services,
- Taking legal action against you, and
- Holding you liable for our damages caused by your violation of this Agreement.

3.5 Increase Partners may restrict your ability to disconnect your Platform Increase Account and Bank Account from the Partner Application in accordance with the Partner Agreement. Please contact the Increase Partner who created your Platform Increase Account with any customer support questions. Some Increase Partners may give you access to directly manage your Increase Account through our Dashboard. You may send an email to our support team if the Increase Partner is unresponsive or unable to solve your issue adequately or if you opened your Increase Account directly with us.

3.6 If you want to terminate your Increase Account, please contact (A) your Increase Partner that set up your Platform Increase Account, or (B) to us if you have a Direct Increase Account.

3.7 Your Increase Partner may give you direct access to your Increase Account through the Dashboard. You may also have direct access to your Increase Account because you set up your account directly with us. In any case, you are fully responsible for managing the access methods for your Increase Account, including by keeping your authentication credentials a secret. You are responsible for all activity conducted using your Increase Account whether or not you authorized the activity.

3.8 The Bank may be legally required to deem your funds abandoned after a certain period of Bank Account inactivity. In those cases, we will terminate your Increase Account and, if required by law, attempt to notify you. The Bank will escheat any remaining funds in your Bank Account if you fail to respond to the notice. If you would like to claim any escheated funds from the applicable state, please contact the applicable state's unclaimed property administrator. You will remain liable for all outstanding obligations under this Increase Agreement related to your Increase Account prior to closure.

3.9 You may be required to pay a fee to access the Increase Services through an Increase Partner Service. This fee will be explained to you in your Partner Agreement and the Increase Partner's fees may include our fees. You may be required to pay a fee directly to us if you have a Direct Increase Account. Our fees are posted on our fee schedule. We may deduct from your Bank Account balance both our fees and, if applicable, the Increase Partner Services fees specified to us by the Increase Partner. Please contact us if you believe that fees have been incorrectly deducted, or that your Increase Partner has not properly disclosed its fees to you. You agree that we may set

off the funds in any Bank Account owned by you against any money that any entity in your Group owes Increase.

## Data Use

We may share information you provide to us, or that is created through the use of your Increase Account. We may also receive information about you from an Increase Partner or other third party. We maintain a policy that explains how we use and protect your data (“**Privacy Policy**”). We incorporate our Privacy Policy into this Agreement. You can find the Bank’s Privacy Notice [here](#).

We may share your information with the Bank and other third parties as set forth in our Privacy Policy. You are responsible for any actions taken under your Increase Account. Please notify us immediately about any unauthorized use of your password or your Increase Account.

## Term and Termination

5.1 This Increase Agreement is effective on the date you first access or use the Increase Services and continues until terminated by you or us. We may terminate this Increase Agreement or close your Increase Account at any time for any reason as permitted under applicable law. We may suspend your Increase Account and your ability to access funds in your Bank Account, or terminate this Agreement, if (a) we determine in our sole discretion that you are ineligible for the Increase Services or the Bank Services because of significant fraud or credit risk, or any other risks; (b) you use the Increase Services or the Bank Services in a prohibited manner or otherwise do not comply with any of the provisions of this Increase Agreement; (c) any law or financial partner requires us to do so; or (d) we are otherwise entitled to do so under this Agreement.

5.2 Termination does not immediately relieve you of obligations incurred by you under this Increase Agreement. If you terminate this Increase Agreement, we will pay out any remaining funds owed to you in accordance with this Increase Agreement.

In addition, upon termination you understand and agree that (a) all licenses granted to you by us under this Increase Agreement will end; (b) we and the Bank reserve the right (but have no obligation) to delete all of your information and account data stored on our servers; (c) we will not be liable to you for compensation, reimbursement, or damages related to your use of the Increase Services or the Bank Service, or any termination or suspension of the Increase Services or the Bank Service or deletion of your information or account data; and (d) you are still liable to us for any fees or fines, or other financial obligation incurred by you or through your use of the Increase Services or the Bank Services prior to termination.

# Power of Attorney

As it relates to your Bank Account, power of attorney is a legal arrangement in which you authorize another person to act on your behalf with respect to banking matters. If you want someone to have this power, which includes the ability to withdraw all the money in your Bank Account, you or the person must provide us with a document that is reasonably acceptable to us that identifies the person to whom you have granted the power of attorney and each Bank Account for which you wish the person to exercise the power of attorney. This power will endure until you give us written notice that you have revoked the power of attorney authority and we have had a reasonable time to act on it. In our discretion, we may refuse to recognize any power of attorney at any time, subject to applicable law. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf. We are not responsible for ensuring that a person you authorize to control your Bank Account is operating in your best interest.

Additionally, if you direct us to allow a third party to access your Increase Account or Bank Account on your behalf – for example, as part of an application for credit with another institution, for use with an accounting software, or for any other aggregation service to which you have provided permission or a limited power of attorney to access your Increase Account or Bank Account on your behalf – you agree that we may do so in our sole discretion and that we are not liable for any losses as a result of providing that access or refusing to provide that access.

## Modifications to the Increase Services or the Bank Services

We may make changes to how we operate and provide the Increase Services, including adding new services, modifying existing services, or suspending, discontinuing, or terminating your access to any or all portions of the Increase Services.

## Agreement Modifications

Increase may change the Increase Agreement at any time. You will be notified of any changes when they are posted on the Increase website or presented to you in the Dashboard. You may also be notified of changes by email or as otherwise required by applicable law. The revised Increase Agreement is effective on the date the changes are posted on our website. By using the Increase Services after receiving notice of a change to this Increase Agreement, you are agreeing to be bound by the revised agreement.

## Rules Governing The Agreement

This Increase Agreement is subject to the laws of the state of Delaware. If any provision of this Increase Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

## **Indemnification**

If someone sues us because of something you did, you agree to be responsible for the related costs: You will defend, indemnify, and hold us harmless from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys' fees and costs, incurred by us in connection with any claim by a third party arising out of or in any way related to: (a) your use of the Increase Services and the Bank Services; (b) your violation or alleged violation of this agreement or of any applicable law; (c) your infringement or alleged infringement of any intellectual property or other right of any other person or entity; or (d) any dispute between you and a third party.

You must not settle any such claim or matter against us without our prior written consent. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which we are entitled to indemnification by you, and you further agree that you will cooperate fully in the defense of any such claims.

## **Limitation of our Liability to You**

WE AND OUR REPRESENTATIVES, AGENTS, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EQUITY HOLDERS, EMPLOYEES, PARENT ENTITIES, SUBSIDIARIES, AFFILIATED ENTITIES, REPRESENTATIVES, AGENTS AND LICENSORS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (SUCH AS LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING IN ANY WAY TO THE INCREASE SERVICES OR THE BANK SERVICES, OR THIS INCREASE AGREEMENT.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR REQUIRED BY APPLICABLE LAW (E.G., ANY NON-WAIVABLE RIGHTS OR REMEDIES), IN NO EVENT WILL THE TOTAL LIABILITY OF THESE PARTIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF, OR ANY INABILITY TO USE ANY PORTION OF, THE INCREASE SERVICES OR THE BANK SERVICES, OR OTHERWISE ARISING OUT OF OR RELATING TO THE INCREASE AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED IN THE AGGREGATE ONE HUNDRED DOLLARS (\$100.00).

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO



CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

IF ANY OF THESE LIMITATIONS ARE FOUND TO BE INVALID, THESE PARTIES’ TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **Dispute Resolution by Binding Arbitration**

PLEASE READ THIS “DISPUTE RESOLUTION BY BINDING ARBITRATION” PROVISION VERY CAREFULLY. IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU, ON THE ONE HAND, AND WE, ON THE OTHER HAND, SUBJECT TO THE TERMS AND OPT-OUT OPTION SET FORTH BELOW.

12.1 You and we agree that any and all past, present and future dispute, claims, or causes of action arising out of or relating to your use of any of the Increase Services, this Agreement, or any other controversies or disputes between you and Increase or any of their respective affiliates, licensors, distributors, suppliers or agents, whether arising prior to or after you agreed to this Agreement (collectively, “**Dispute(s)**”), shall be determined by arbitration, unless (a) you opt out as provided in Section 12.3 below; or (b) your Dispute is subject to an exception to this agreement to arbitrate set forth in Section 12.7. You and we further agree that any arbitration pursuant to this Section shall not proceed as a class, group or representative action.

12.2 We want to address your concerns without the need for a formal legal dispute. Before filing a claim against us, you agree to try to resolve the Dispute informally by contacting us. Similarly, we will undertake reasonable efforts to contact you (if we have contact information for you) to resolve any claim we may possess informally before taking any formal action. If a Dispute is not resolved within 30 days after the email noting the Dispute is sent, you or we may initiate an arbitration proceeding as described below.

12.3 You may opt out of this arbitration provision by sending a written notice to customer support within thirty (30) days after first accepting this Increase Agreement. You must date the written notice, and include your first and last name, address, and a clear statement that you do not wish to resolve disputes with the Increase through arbitration. Except for the exceptions in Section 12.7 below, you knowingly and intentionally waive your right to litigate any Dispute if you do not submit notice before the 30-day deadline. You may continue to use the Increase Services if you opt out of the agreement to arbitrate after which no party to this Agreement may invoke the mutual agreement to arbitrate in this Section 12.



12.4 You and we agree that the American Arbitration Association (“AAA”) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes in effect at the time arbitration is sought (“AAA Rules”). Those rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. A party who desires to initiate arbitration must provide the other party with a written **Demand for Arbitration** as specified in the AAA Rules.

Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days after delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

The arbitrator(s) is authorized to award any remedies, including injunctive relief, that would be available to a party in an individual lawsuit and that are not waivable under applicable law.

Notwithstanding any language to the contrary in this Section 12, if a party seeks injunctive relief that would significantly impact other Increase users or Bank Account holders as reasonably determined by any party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. You will select one arbitrator, and the Bank and we shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel.

Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award is confidential.

You and we further agree that all proceedings can be conducted via videoconference, telephonically or via other remote electronic means; provided that, if the arbitrator(s) reasonably determines that an in-person hearing is necessary, the arbitration will be held in the county where you live or work.

If we elect arbitration, we will pay all of the AAA filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) will be paid in accordance with the AAA Rules, or in accordance with countervailing law if contrary to the AAA Rules. However, if the value

of the relief sought is \$10,000 or less, at your request, Increase will pay all filing, administration, and arbitrator fees associated with the arbitration, unless the arbitrator(s) finds that either the substance of your claim or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

In such circumstances, fees will be determined in accordance with the AAA Rules. Each party shall bear the expense of its own attorneys' fees, except as otherwise required by law. This Section 12 "Dispute Resolution by Binding Arbitration" shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in this Agreement.

12.5 Regardless of the rules of a given arbitration forum, you and we agree that the arbitration of any Dispute shall proceed on an individual basis, and neither you nor we may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "**Collective Arbitration**"). Without limiting the generality of the foregoing, a claim to resolve any Dispute against Increase will be deemed a Collective Arbitration if (a) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (b) counsel for the claimants are the same, share fees or coordinate across the arbitrations.

"**Concurrently**" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

12.6 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU, WE SHALL NOT BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. ANY CHALLENGE TO THE VALIDITY OF THIS SECTION 12 SHALL BE DETERMINED EXCLUSIVELY BY THE ARBITRATOR.

12.7 Notwithstanding your and our right to arbitrate Disputes, you and we retain the following rights: you, and we each retain the right (a) to bring an individual action in small claims court; and (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

12.8 Except as otherwise required by applicable law, in the event that this arbitration provision is found not to apply to you or your Dispute, you, the Bank and we agree that any judicial proceeding (other than small claims actions) will be brought in the federal

or state courts of Delaware. You and we consent to venue and personal jurisdiction there. We all agree to waive our right to a jury trial.

12.9 This Section 12 “Dispute Resolution By Arbitration” shall survive the termination or expiration of these Terms. If a court decides that any part of this Section 12 is invalid or unenforceable, then the remaining portions of this Section 12 will nevertheless remain valid and in force. In the event that a court finds that all or any portion of Section 12.6 “Class Action and Collective Arbitration Waiver” to be invalid or unenforceable, then the entirety of this Section 12 “Dispute Resolution By Arbitration” shall be deemed void and any remaining Dispute must be litigated in court.

## Intellectual Property

13.1 You may use the API after you create an Increase Account and for the purpose you describe to Increase when you enroll in the Increase Service. You may use the API to develop, test, and operate an **Application**, including a mobile application, website, platform, or service. Your integration must comply with Increase’s **Documentation**, including technical documentation, usage guidelines, call volume limits, and the documentation located [here](#) . You may display the data created by your use of the Increase Services and the Bank Services as permitted by this Agreement or applicable law. We update the API and Documentation from time to time, and may add or remove functionality. We will notify you if we make changes that materially impact the Increase Services.

13.2 We will provide you with **API Credentials** that allow you to access and use the API. The API Credentials are our confidential information. You may not sell, transfer, sublicense, or disclose your API Credentials or other Increase credentials to any third party, other than a service provider performing services on your behalf. You are responsible for the security of your API Credentials and you are liable for any actions performed using your API Credentials or other Increase credentials. Increase may revoke your API Credentials for any reason in Increase’s sole discretion upon notice to you.

13.3 Increase owns all rights, interest, and title in and to the **Increase IP**, including the intellectual property in the Increase Services, the API, the Dashboard, and any associated Increase documentation (including without limitation any patents, copyrights, rights of publicity, trademarks, logos, designs, trade dress, and trade secrets). You are granted a non-exclusive and non-transferable license to electronically access and use the Increase IP only in the manner described in this Increase Agreement. You may need to agree to additional terms if new Increase IP becomes available. You may not use the Increase IP, including any Increase logos or marks, without our prior written permission. All rights in the Increase IP not expressly granted to you in this Increase Agreement are reserved. You shall not and shall not

allow any third party to use your Increase Account to: (a) claim or register any Increase IP on your behalf or on behalf of others; (b) import or export any portion of the Increase IP to a person or country in violation of export control laws; (c) copy, reproduce, post, transmit, resell or distribute the Increase IP or any content or data obtained through the Increase Services or our website; (d) access or attempt to access non-public Increase information; (e) hack or develop workarounds to any technical limitations placed on your Increase Account by Increase or an Increase Partner; (f) reverse engineer the Increase IP; (g) engage in any activity that would interfere with or affect Increase's ability to provide the Increase Services, including sending an unreasonably large number of requests in quick succession to the API; or (h) attempt any of the foregoing. We may publicly refer to you as an Increase user during the term of this Increase Agreement.

13.4 We may use any **Feedback** you provide us about the API and the Increase Services without any obligation to you. You grant Increase all rights, title, and ownership to the Feedback. You will not acquire any rights or licenses to the Increase IP if you provide Feedback to us.

13.5 **Confidential Information** is any non-public information we communicate to you which is marked or declared as "Confidential" or "Proprietary" or if not so marked or declared, should be reasonably understood from the context of disclosure or from the information itself, to be confidential. Confidential Information also includes: (a) Increase user data and any other data that you access via the API; and (b) API Credentials and any other Increase credential information, including passwords and PINs. You must maintain the confidentiality of Confidential Information and not use it for any purpose other than solely as required and necessary to perform your obligations under this Increase Agreement. In the event that Confidential Information is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, you must immediately notify Increase. Your obligation to maintain the confidentiality of Confidential Information will survive the termination of this Increase Agreement.

## Disclaimers

THE INCREASE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE PROVIDE THE INCREASE SERVICES WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. INCREASE ON BEHALF OF ITSELF, AND EACH OF THEIR RESPECTIVE AFFILIATES, PARTNERS, AND ITS LICENSORS, DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

YOU USE THE INCREASE SERVICES AT YOUR OWN DISCRETION AND RISK. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING ANY COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICES), OR THE LOSS OF DATA THAT MAY RESULT FROM THE USE OF THE SERVICES.

Note that the ability to disclaim warranties varies in different jurisdictions. Where a jurisdiction places limits on the ability for a party to exclude certain warranties, these exclusions only exist to the extent permitted by law. Because of this jurisdictional variance, some of the above exclusions may not apply to you.

## **Force Majeure**

We are not responsible for any loss to you caused by an event that is beyond our control including, but not limited to, natural disasters, wars, insurrection, terrorist acts or threats, riots, strikes, computer failure, fire, loss of power, communication or transportation facilities, action or inaction of any governmental authority, or for delays or other failures of the U.S. Mail service, Fedwire, or the failure of any other provider of funds transfer or item processing services.

## **Waiver**

We may waive any of our or its rights or your obligations under this Agreement in a particular situation. We are not obligated to do so, and we may choose not to do so even if we have done so before. Our failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of us or the Bank. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

## **Notices**

We may be required to send you a notice about your Increase Account or your Bank Account. We may notify you through the Increase Dashboard, via email, or by mail using the contact information you provide us through your Increase Account. All notices and statements concerning your Bank Account and Increase Account are effective when we post, mail or deliver them to you or another owner or authorized signer. Notice to any one of them will be effective for all.

# Bank Agreements

The Increase Services allow you to create and access the Bank Services, including the Bank depository and payment services. Your bank account is with First Internet Bank of Indiana, a state chartered bank. Please review the [First Internet Bank of Indiana Agreement](#), depending upon which Bank provides the Bank Services to you. Feel free to contact us if you are unsure which Bank provides the Bank Services to you.

## Contact Us

Please contact [customer\\_support](#) or (541) 262-5071 if you have any questions about this Increase Agreement or the Increase Services.

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give by fax or voicemail. In some cases, we may ask that you submit any verbal instructions to us in writing.

## Phone Communications and Recording

You agree that we may contact you by text message for service-related information if you provide us with your phone number. For example, we may send you text messages to provide you information about fraud alerts, deposit holds, amounts you owe us, and other information related to your Increase Account activity. You certify, warrant, and represent that the phone number you have provided to us is your contact number and not someone else's. You represent that you are permitted to receive calls and text messages at the phone number you have provided to us. You agree to promptly alert us whenever you stop using a phone number. When we send you a text message or call, we may use automatic dialers and artificial, text, or prerecorded messages. Standard message and data rates may apply to all text messages.

You agree that we may monitor or record phone calls you have with us for any reason, including to monitor the quality of service you receive and to verify transaction related information. You agree that we are not required to remind you before or during each phone call that the conversation is subject to being monitored or recorded in accordance with applicable state and federal law.

## Credit Verification and Reporting

You authorize us to gather credit and employment information by any necessary means, including by requesting a credit report from a credit reporting agency. You may contact us and request to be informed whether a consumer credit report about you was requested, and we will tell you the name and address of the credit reporting

agency that furnished any report. We may use information from a credit report to review your Increase Account or for any other legitimate business purpose.

We may also report information about your Increase Account to a credit reporting agency, including information about an involuntary closure because of an unpaid negative balance or any other reason. This, or any other default, may be reflected in your credit report.

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Banking services provided by First Internet Bank of Indiana, Member FDIC. Increase is a financial technology company, not a bank. Cards Issued by First Internet Bank of Indiana, pursuant to a license from Visa Inc. Deposits are insured by the FDIC up to the maximum allowed by law through First Internet Bank of Indiana, Member FDIC.