

UTOPPIA, INC.
GENERAL TERMS OF SERVICE

Effective as of April, 2023

If you are reading these Terms of Service, that means you have created an account using Utoppia’s mobile phone application (the “Mobile App”) to power your cash management needs or you are otherwise using the Mobile App and services under these Terms of Service. By using Utoppia’s services, signing an electronic signature card, opening an account (“Account”) with us through our Mobile App, you agree to these Terms of Service of Utoppia (the “Terms of Service”), our Privacy Policy, all applicable laws and regulations, and agree that you are responsible for compliance with any and all applicable local laws which you may be subject to. We may update these Terms of Service and/or the Privacy Policy from time to time and it is your responsibility to check for updates. We will provide updates as required by law.

We partner with Synapse Brokerage LLC, a registered broker-dealer and member of FINRA and SIPC (“Synapse”) to provide you with an Account (a cash management account) provided by Synapse where you will participate in Network Deposit sweep services (the “Sweep Service”). Under the Sweep Service, balances in your Account will be deposited into accounts at one or more banks (“Bank Partner(s)”), in accordance with the Network Deposit Sweep Disclosures (“Sweep Disclosures”) available on the Mobile App. Further, you understand and agree that the only services that you will be participating in with respect to the cash management Account are the Sweep Services and not any other services provided under the Synapse Cash Management Account Agreement. To the extent that the terms of these Terms of Service conflict with the Synapse Cash Management Account Agreement, the terms of these Terms of Service shall prevail. By agreeing to the Terms of Service and Privacy Policy, you also agree to (i) Synapse’s Terms of Service, as may be amended or restated from time to time by Synapse, found at: <https://synapsefi.com/tos>, and (ii) Synapse’s privacy policy, as may be amended or restated from time to time by Synapse, and found at: <https://synapsefi.com/privacy>.

If you do not agree to these Terms of Service, you must not use our services or must immediately stop using our services, as the case may be.

NOTICE OF BINDING ARBITRATION

ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THE TERMS OF SERVICE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN THE SECTION TITLED “BINDING ARBITRATION” BELOW. PLEASE READ SECTION 11.11 TITLED “BINDING ARBITRATION” CAREFULLY.

Utoppia, Inc. and our affiliates or subsidiaries (collectively “Utoppia,” “we,” “us,” or “our”) is a platform that provides its customers (individually or collectively, “you” or “Customers”) with cash management services (e.g. bank transfers or accounts) through Synapse, the banking software provider Synapse Financial Technologies, Inc. (“Software Provider”), and the Bank Partners.

These Terms of Service govern the Account and cash management services made available to you by Synapse through the Bank Partner(s). Access to your Account and the services under these Terms of Service is made available only through the Mobile App.

These Terms of Service, along with any other document we give you pertaining to your Account(s), establishes the rules that govern your Account(s) with us and Synapse. These Terms of Service covers

any account opened with Utoppia that you may have with us now, or in the future, and that is used primarily for consumer purposes.

Access to your Account and the services offered under these Terms of Service is limited to your use of the Mobile App unless we notify you otherwise.

1. **Your Representations and Promises or Affirmations to Utoppia.**

1.1 **Restrictions on Acceptance and Use of Utoppia’s Services.**

1.1.1 You are at least 18 years old (or legal age of capacity in the jurisdiction in which you reside), you have the right, authority and capacity to enter into these Terms of Service, and you are not a citizen, permanent resident, or non-permanent resident alien of the United States. If you are accepting these Terms of Services on behalf of any legal entity, including any company, organization, government, or governmental agency, you have been authorized to do so and act on behalf of such legal entity.

1.2 **True and Correct Information.** The information and instructions you provide Utoppia are true, accurate, and complete, as you are solely responsible for such information and instructions. Additionally, you will provide all information requested by Utoppia, such as your name, email address, phone number, date of birth, foreign tax identification number, photo ID, online login credentials or your account and routing numbers for your bank or credit union account, and such other information as Utoppia may request from time to time. You agree to update Utoppia if the information changes within ten (10) calendar days. Utoppia may use third parties to verify all or a portion of your information.

1.3 **Verification of your Information.** We may share your information with Bank Partner, Synapse, Software Provider, our subsidiaries, and other third parties to verify your identity and/or your account information to provide Utoppia’s services to you as further detailed in our Privacy Policy. Sharing this information is necessary to open an Account and to provide transaction-related services.

1.4 **Authorization to Debit Your Account.** By using Utoppia’s Mobile App and/or cash management services to send funds via the Automated Clearing House (“ACH”) from your linked cash management account(s) to your Account, third party or Synapse, you authorize Utoppia (as agent of Synapse which will then engage in the Sweep Services with the Bank Partners) to debit the cash management account indicated by you for the amount and on the date provided by you. You understand that because this will be an electronic transaction, and funds may be withdrawn from your account as soon as the above noted transaction date. You will not dispute Utoppia, Synapse, or the Bank Partner, as the case may be, debiting the account so long as the transaction corresponds to the terms indicated in the transaction web form provided to you.

1.5 **Limits on Access to Services or Account.** Utoppia may limit or suspend your access to the services or take other actions against you if the information you provide Utoppia is incorrect, Utoppia believes it is necessary to prevent a fraud or crime, or you otherwise breach these Terms of Service as further detailed in these Terms of Service.

1.6 **Compliance with the Laws and your Agreements.** Your use of Utoppia’s services or the Account do not violate any laws or regulations or any agreements with any third parties.

- 1.7 **USA PATRIOT Act Notice.** Important information about procedures for using Utoppia’s services under the USA PATRIOT Act of 2001: 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 who opens an account. What this means for you: When you use Utoppia’s services, Utoppia will ask for your name, address, date of birth, and other information that will allow us to identify you. Utoppia may also ask to see a form of identification with your photograph or other identifying documents.

2. **Your Conduct.**

- 2.1 You understand and agree that you will not:

- a. Use Utoppia’s services, without Utoppia’s prior written consent, to transact with or operate services relating to (i) credit repair, (ii) debt consolidation, (iii) payday loans, (iv) title loans, (v) telemarketing, (vi) tobacco sales, (vii) travel clubs, (viii) sweepstakes, (ix) choice of law, (x) marijuana or controlled substance supply, (xi) tribal and entities that are not governed by the U.S. or states, (xii) mail order or telephone order companies, (xiii) adult entertainment, (xiv) stored value cards, (xv) illegal or fraudulent goods or services, including, but not limited to, illegal substances, counterfeit goods, stolen goods, illegal or controlled substances, and substances that pose a risk to consumer safety (including synthetics, “potpourri not for human consumption”, and other similar items), illegal online gambling / wagering, pyramid schemes, unlicensed sale of firearms or weapons, (xvi) any type of money laundering, or (xvii) other businesses that operate or engage in any business regulated by FinCEN, including money service businesses, e-money business, and businesses selling money orders or traveler’s checks, and digital currency marketplaces and exchanges except for those offered by us through Synapse;
- b. Provide false or inaccurate information to Utoppia, including attempt to falsify your identity, such as by providing false account information or false documents;
- c. Defraud Utoppia, Bank Partner, other Utoppia users, or Synapse in any way;
- d. Receive or attempt to receive duplicate compensation for a disputed payment from a recipient, Utoppia, Bank Partner, and/or other financial institutions;
- e. Engage in activity that indicates, in Utoppia’s or the Bank Partner’s, discretion, that there may be a high level of risk associated with you, your Account or any of your Utoppia account activity; or
- f. Otherwise breach the terms of these Terms of Service or the policies herein.

3. **Utoppia’s Services.**

- 3.1 **Banking Services through Bank Partners.** Utoppia provides cash management (e.g. bank transfers or accounts) through Synapse and its Bank Partners. Utoppia provides services to you to give the ability to send and receive funds from third parties and open an Account through Synapse and its Bank Partners. All funds transfer services are provided by Synapse through the Bank Partners, as Utoppia does not receive, hold, or transmit funds. Through Synapse, Utoppia enables you to send funds transfer instructions to Bank Partner. Any funds balances displayed by Utoppia are held in your Account and which then undergo the Sweep Services through Synapse with Bank Partner, for your benefit. Through Synapse, Utoppia facilitates your requests for

services relating to your Account. Utoppia is not responsible or liable if your request for such services is limited, delayed or denied for risk, compliance or other reasons attributable to Synapse and/or the Bank Partner.

- 3.1.1 **Oral Authorization.** You agree that Utoppia and Synapse shall be entitled to act upon any oral instructions given by you so long as we reasonably believe such instruction was actually given by you or your authorized agent.
 - 3.1.2 **Self-Directed Account.** You understand that your Account is self-directed. Accordingly, you appoint Synapse, through the Mobile App, as your agent for the purpose of carrying out your directions directly to Synapse or indirectly via the Mobile App, in accordance with the terms and conditions of the Terms of Service and any attendant risks with respect to cash management services. Us and Synapse are authorized to open or close your Account and take such other steps as are reasonable to carry out your directions provided through the Mobile App. All transactions will be effected only by you or at the direction of your authorized delegate, except as described in Section 3.1.1 (Oral Authorization). You agree to receive and transmit financial information through such electronic means. Your use or grant of access to your Account to any third party to access information or place transactions in your Account is solely at your risk.
 - 3.1.3 **Responsibility for Self-Directed Transactions.** You understand that because your Account is self-directed, you are solely responsible for any and all transactions in to or out of the Account and you agree and acknowledge that all transactions initiated by you or on your behalf are unsolicited and based on your own decisions or the decision of your duly authorized representative or agent. Accordingly, you agree that neither us, Synapse nor any of our respective employees, agents, Affiliates, principals, or representatives: (i) provide investment advice in connection with this Account; (ii) recommend any security, transaction or order; (iii) solicit orders in any security; (iv) act as a market maker in any security; (v) make discretionary trades; and produce or provide first-party research providing a specific investment strategies such as buy, sell or hold recommendations, first-party ratings and/or price targets.
- 3.2 **Transaction Only Services.** As an agent of Synapse, we may provide you with services to process transactions to or from your Account. In certain circumstances relating to our transaction services, your funds may be held by Bank Partner for your benefit and a sub-account balance may be displayed to you by our software. To provide services under this section, Utoppia may collect personally identifiable information, your Account login credentials or account and routing numbers for your Account, or other user data information as we may request from time to time as further detailed in these Terms of Service and our Privacy Policy. Transactions processed ACH will be processed in accordance with such timeframes except as otherwise noted in these Terms of Service. Such transaction services may be limited, delayed or denied for risk and compliance reasons that we may not be able to disclose to you. You understand that the transactions may be limited, delayed or denied and expressly disclaim any claims relating to such actions. Utoppia is not responsible for reviewing the accuracy of the transactions (amount, date, or the sender or receiver of funds). Additionally, Utoppia is not responsible if the receiver of funds rejects your transaction.

3.3 **Other Services.** Utoppia may from time to time offer additional services or remove services without prior notice to you. You agree to be bound by the terms and conditions of such services as they may be offered to you.

4. **Fees, Charges and Penalties.**

4.1 **Fees.** This Account is subject to Utoppia’s Schedule of Fees (the “Schedule of Fees”), including but not limited to, overdrafts, monthly service or maintenance charges, including, without limitation, Inactive Account charges, stop payment orders issued by you, and Account termination. Notwithstanding Synapse and/or the Bank Partner’s right to make changes to charges without prior notice, you will be notified thirty (30) days in advance of any changes to the Schedule of Fees by email to the email address shown in our records or made available to you on the Mobile App. If you have questions concerning any particular fee imposed by Utoppia, please contact Utoppia in writing within sixty (60) days from the date the fee was debited to your account.

4.2 **Legal Costs and Fees.** You agree to pay on demand all losses, costs and expenses (including without limitation the fees and expenses of counsel, whether incurred at trial, on appeal or without litigation), if any, incurred by the Utoppia in connection with or relating to these Terms of Service and any document delivered hereunder, including, but not limited to, losses, costs and expenses sustained as a result of (i) a default by you in the performance of your obligations or (ii) any claim by a third party, whether legally enforceable or not, to or against any of your Account(s).

4.3 **Fee Disclosure.** Utoppia shall pay fees to Synapse for processing your payments at least enough to cover the costs associated with such processing. Utoppia may charge additional transaction fees and other fees associated with the services provided to you.

5. **Important Legal Provisions**

5.1 **No Warranties.** THE SERVICES UNDER THE TERMS OF SERVICE, UTOPIA’S MOBILE APP AND ITS CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

THE UTOPIA SERVICES ARE PROVIDED "AS IS" AND “AS AVAILABLE”, WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. USE OF THE UTOPIA SERVICES IS AT YOUR OWN RISK. UTOPIA, SOFTWARE PROVIDER, BANK PARTNERS, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER UTOPIA, SOFTWARE PROVIDER NOR BANK PARTNER REPRESENT OR WARRANT THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE OR

INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM UTOPIA OR THROUGH OUR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. NEITHER UTOPIA NOR BANK PARTNER SHALL BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS OR SYSTEM FAILURES, INCLUDING BUT NOT LIMITED TO FAILURE OF INTERCONNECTING AND OPERATING SYSTEMS, COMPUTER VIRUSES, FORCES OF NATURE, LABOR DISPUTES AND ARMED CONFLICTS, THAT MAY AFFECT THE PROCESSING, COMPLETION, OR SETTLEMENT OF OUR SERVICE TRANSACTIONS. THIS DISCLAIMER OF WARRANTY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

- 5.2 **Force Majeure.** You understand and agree we will not be held responsible for any losses or damages resulting from suspension of service due to extraordinary events or circumstances beyond Utoppia's control. In such an event, Utoppia, Synapse, or Bank Partner may suspend the services and access to your the funds in your Account held by Bank Partner for your benefit though the Sweep Service.
- 5.3 **Limitation of Liability.** IN NO EVENT SHALL UTOPIA BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE UTOPIA'S, SYNAPSE'S, OR BANK PARTNER'S SERVICES OR WEBSITES OR PHONE APPLICATIONS OR CONTENT THEREIN WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FORESEEABLE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

6. Consent to Use Electronic Signatures, Communications and Statements

- 6.1 **Your Consent to Electronic Signatures.** By accepting these Terms of Service, you understand that: (i) electronically signing and submitting any document(s) to Utoppia legally binds you in the same manner as if you had signed in a non-electronic form, and (ii) the electronically stored copy of your signature, any written instruction or authorization and any other document provided to you by Utoppia is considered to be a true, accurate and complete record, legally enforceable in any proceeding to the same extent as if such documents were originally generated and maintained in printed form. You agree not to contest the admissibility or enforceability of Utoppia's electronically stored copy of these Terms of Service and any other documents.
- 6.2 **Your Consent to Electronic Communications.** To the fullest extent permitted by law, these Terms of Service, account statements, notices, legal and disclosures for your Account, updates and changes to these Terms of Service, or other service agreements and other communications (collectively, "Communications") from us to you regarding your Account(s) and related services with us may be provided to you electronically, and you consent and agree to receive all those

communications in an electronic form. Electronic Communications may be posted on the pages within the Utoppia Mobile App and/or delivered to your email address. You may print a paper copy of or download any electronic communication and retain it for your records. All Communications in electronic format will be considered to be “in writing,” and to have been received on the day of posting, whether or not you have received or retrieved the Communication. Utoppia, Synapse, and Bank Partner reserve the right to provide Communications in paper format.

Your consent to receive Communications electronically is valid until you revoke your consent by notifying us of your decision to do so. If you revoke your consent to receive Communications electronically, Utoppia will terminate your right to use the Mobile App or to obtain or maintain Account(s) and related services, and you accept sole liability for any losses, liabilities, cost, damages and expenses resulting from such an involuntary termination of your Account(s) and related services, to the extent permitted by law.

6.3 **Your Review of Communications.** Please review promptly all Communications Utoppia or the Bank Partner delivers or makes available to you. If Communications are mailed to you, they will be delivered to you at the postal address shown in our records. If Communications are sent to you electronically, they will be delivered to you at the email address shown in our records or made available to you on the Mobile App. Synapse will retain printable versions of your Account statements for seven (7) years or longer periods as may be required by applicable law. You agree to give Utoppia notice of any change of your postal or email address.

6.4 **Reporting to You (Account Statements).** Statements will be made available to you to view and/or print on the Mobile App (if available). Utoppia will send an email notification when the statements are available online on a monthly basis. The Account statement will describe each item, date of debit, and the respective amount. Electronically delivered Statements will provide all information available in paper statements.

6.4.1 **Schedule of Statements Availability.** Below is the schedule for statements availability:

Account Type	Statement Availability
Deposit	<i>15th of every month (EOD) for the previous month.</i>
Credit	<i>7th of every month (EOD) for the previous month</i>

6.4.2 Account statements will be considered to be correct unless you notify us of any errors within sixty (60) days of becoming available. Carefully review your statement each statement cycle and notify us of any errors within sixty (60) days of your statement becoming available. Utoppia, Synapse, and Bank Partner will not be liable to you for any error that you do not report to Utoppia within that period of sixty (60) days.

7. Account Basics

7.1 Eligibility. The Account is *not* available to consumers who are citizens, permanent residents or non-permanent resident alien in the United States. Eligible customers must be at least 18 years of age, and with a valid identification number in your local jurisdiction. All deposits and withdrawals in the Account must be in U.S. dollars only. You must agree to accept electronic, rather than paper statements, as provided above. This means; (i) you must keep us supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and electronic statements). If you do not do so, you may not open an Account. If you withdraw your consent, Utoppia, Synapse, and Bank Partner may close your Account.

7.1.1 You authorize Utoppia, Synapse, and the Bank Partner to verify your credit and employment history and/or have a credit reporting agency prepare a credit report on you, as an individual.

7.2 Important information about procedures for opening a new Account. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: When you open an Account, Utoppia will ask for your name, address, date of birth, passport, a picture of yourself, and other information that will allow us to identify you. Utoppia may also ask to see a copy of your driver's license, local government identification, or other identifying documents.

7.3 Account. The Account consists of a non-interest-bearing online cash management account used to hold your deposits and make payments and transfers to and from the Account. You will access your Account via the Mobile Application. The Account may include the use of a Debit Card to make payments and transfers to third parties. The cash management services are provided by Synapse through the Sweep Service with the Bank Partner(s). By opening a debit card on Utoppia, you agree to Synapse's Cash Management Account Agreement, as may be amended or restated from time to time.

7.4 Password Security. You are responsible for maintaining adequate security and control of any and all User IDs, Passwords, hints, personal identification numbers (PINs), or any other codes that you use to access the Account. Do not discuss, compare, or share information about your account number or password unless you are willing to give them full use of your money. Utoppia, Synapse, or Bank Partner will never ask you for your login credentials by phone or through email. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Account by third-parties and the loss or theft of any funds held in your Account and any associated accounts, including your Account (a "Potentially Fraudulent Event"). Electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission. You are responsible for keeping your email address and telephone number up to date in order to receive any notices or alerts that Synapse and/or the Bank Partner may send you. Utoppia, Synapse, and Bank Partner assume no responsibility for any loss that you may sustain due to compromise of your account login credentials due to no fault of ours and/or your failure to follow or act on any notices or alerts that Utoppia, Synapse, and/or Bank Partner may send to you. If you believe your Account information has been compromised, or that someone has transferred or may transfer money from your account without your permission,

contact us immediately but in no event more than twenty-four (24) hours following discovery, at support@utoppia.com or contact us through our whatsapp number +1 (650) 495-2468. You agree to promptly review all Account and transaction records and other Communications that Bank Partner make available to you and to promptly report any discrepancy to us. You agree to cooperate fully with the legal authorities, us, Synapse, and/or the Bank Partners in any investigation of any Potential Fraudulent Event and you will complete any required affidavits promptly, accurately and thoroughly. You also agree to allow us and/or Synapse access to your mobile device, computer, and network in connection with our investigation of any Potential Fraudulent Event. You understand that if you fail to do any of these things you may encounter delays in regaining access to the funds in the Account. You agree to indemnify and hold us, Synapse, the Bank Partner and/or their affiliates, harmless from and against any losses arising out of or relating to any Potential Fraudulent Event. You acknowledge that Utoppia, Synapse, and Bank Partner do not know when a person initiating transactions with your username and password is you.

7.5 **Titling and Ownership.** Notwithstanding anything to the contrary in the Synapse Cash Management Account Agreement, the Account may be owned and titled only in the name of one (1) person who shall solely retain the right to direct the deposit or transfer of funds. The Account cannot be owned or titled jointly, by an organization, as Payable on Death (“POD”), “In Trust For” (“ITF”), or used as a custodial accounts for minors.

7.5.1 **Death or Incapacitation.** You or your appointed party, designee, or appointed individual agree to notify us promptly if you become legally incapacitated, are deemed incompetent, or die. Us and/or Synapse may continue to accept deposits and process transaction instructions into and from your Account until us and/or Synapse are: (a) notified of your death or adjudication of incompetency and (b) have a reasonable opportunity to act on that knowledge. You agree that, even if us and/or Synapse has knowledge of your death, us and/or Synapse may pay or process transactions on your Account executed on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in the Account. Us and/or Synapse may require additional documentation to confirm any claims made on the Account. Further, us and/or Synapse may in its discretion close out any or all of the Accounts without awaiting the appointment of a personal representative for your estate and without demand upon or notice to any such personal representative. The estate of any Account owner who has died shall be liable and each survivor shall continue to be liable, jointly and severally, to us and/or Synapse for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by us and/or Synapse of the written notice of the death of the decedent. Such notice shall not affect Utoppia or Synapse's rights under these Terms of Service to take any action that Utoppia or Synapse could have taken if you had not died.

7.6 **Power of Attorney.** You may wish to appoint an agent to conduct transactions on your behalf. We and/or Synapse have no duty or agreement whatsoever to monitor or ensure that the acts of the agent are for your benefit. We and/or Synapse will not be required to follow the instructions of your designated attorney-in-fact (your “Agent”) unless you have furnished us a power of attorney in a form or under circumstances acceptable to us. Unless you revoke it, a power of attorney continues until your death or the death of the person given the power. If the power of attorney is

not “durable,” it is also revoked when you become incompetent. We and/or Synapse may require your Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent’s knowledge, you are alive and competent and that the relevant powers delegated to the Agent have not been amended or terminated. We and/or Synapse may continue to honor the transactions of your Agent until: (1) we and/or Synapse have received written notice of the termination of the authority or notice of your death, and (2) we and/or Synapse have a reasonable opportunity to act on that notice. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an Agent acting under a valid power of attorney.

- 7.7 **Our Relationship with You.** You understand that Utoppia serves solely as a liaison with Synapse to power your cash management needs, and Utoppia owes no fiduciary duty to you. YOU UNDERSTAND AND AGREE THAT THE PRODUCTS AND SERVICES OFFERED BY UTOPIA ARE NOT ENDORSED OR GUARANTEED BY SYNAPSE AND/OR THE BANK PARTNERS EXCEPT AS SET FORTH HEREIN. You understand that Utoppia, Synapse, and Bank Partners are not legal partners, affiliates or joint venturers with each other. Nothing in these Terms of Service is intended to be read or understood as making Utoppia, Synapse, and Bank Partners, legal partners, affiliates or joint venturers or impose any liability as such on either of them. Unless otherwise expressly stated in these Terms of Service, Utoppia has no authority to act or represent Synapse or Bank Partner in any way. Utoppia provides the services under these Terms of Service through Synapse. You understand and agree that Utoppia, Synapse, and/or the Bank Partner are exculpated from any and all liability arising with respect to any of the services to the fullest extent permitted by law.
- 7.8 **Privacy Policy.** Utoppia’s privacy policy (the “Privacy Policy”) is available at www.utoppia.com and is considered part of these Terms of Service. By creating an Account and using the services as set forth herein, you acknowledge that you have read and accepted Utoppia’s Privacy Policy.
- 7.9 **Internet Gambling; Illegal Transactions.** Utoppia, Synapse and/or Bank Partner may, but are not required to, deny authorization for any internet gambling transactions. You agree not to use your Account or our services for online gambling or any illegal activity. Utoppia, Synapse and/or Bank Partner may refuse to process any transaction that they believe may violate the terms of these Terms of Service or applicable law. You acknowledge and agree that Utoppia, Synapsne, and Bank Partner have no obligation to monitor, review or evaluate the legality of your transactions and Account activity. You agree that using Utoppia services or your Account for illegal activity will be deemed an action of default and/or breach of contract and, in such event, our services and/or any of your Accounts may be terminated at our discretion. You further agree that should illegal use occur, you waive any right to sue Utoppia, Synapse, and/or Bank Partner for such illegal use or any activity directly or indirectly related to it, and you agree to indemnify and hold Utoppia, Synapse, and/or Bank Partner harmless from any suits, legal action, or liability directly resulting from such illegal use. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if that transaction is determined to be illegal.
- 7.10 **Inactive Accounts.** In the event your Account has under \$500.00 in funds and you have not made a deposit or withdrawal, or signed into said account for a period of six (6) months,

(“Inactive Account”), your Account will be subject to an Inactive Account fee¹ in addition to other applicable account fees. Utoppia reserves the right to withhold any payment, withdrawal or transfer from an Inactive Account until Utoppia, to its sole and complete satisfaction, is able to reestablish contact with you, and you agree to keep your Account in active status.

- 7.11 **Freezes, Blocking or Closing Accounts Due to Irregular or Unlawful Activities.** You agree that if Utoppia, Synapse, and/or Bank Partner suspect that any irregular, unauthorized, or unlawful activity may be occurring in connection with your Account, Utoppia, Synapse, and/or Bank Partner may “freeze” or place a hold on the balance in such Account pending an investigation of such activities. If Utoppia, Synapse, or Bank Partner freeze your Account, it will give any notice required under the circumstances by the laws governing the Account. If investigation confirms Utoppia’s, Synapse’s, or Bank Partner’s suspicions of irregular, unauthorized, or unlawful activity then, notwithstanding anything to the contrary in these Terms of Service, Utoppia, Synapse, and/or Bank Partner may immediately close your Account, and may also close any or all other Accounts, if necessary, to comply with applicable law. You agree that Utoppia, Synapse, and Bank Partner may also freeze, block, or close your Account as necessary in order to comply with regulations issued by the United States Department of Treasury’s Office of Foreign Assets Control (“OFAC”), or other applicable U.S. laws or regulations.
- 7.12 **Authorized Users.** You are responsible for all authorized transactions initiated and fees incurred by use of any of your Account. If you permit another person to have access to your Account, we will treat this as if you have authorized such person to use the Account, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. Transactions will be considered unauthorized only after you notify us that the person is no longer authorized to use the Account. You are wholly responsible for the use of your Account according to the terms and conditions of these Terms of Service.

8. Funding and Withdrawing from your Account

- 8.1 **Deposits and Withdrawals.** You can make deposits and or withdrawals into and from your Account using any of the methods and with the limits that are informed in the “TRANSACTIONAL LIMITS ANNEX”.
- * Notwithstanding anything to the contrary in the Synapse Cash Management Account Agreement, the limits included here are the lowest limits allowed for transactions. However, Utoppia reserves the right to allow you to transact higher volume than the limits defined herein at any time without prior notice. In certain cases, for security reasons, Utoppia may lower your limits upon notice to you at the time you attempt to initiate a transaction. Utoppia reserves the right to cancel or suspend transactions due to fraud or compliance related concerns.
- 8.2 **Deposits into the Account.**
- 8.2.1 Direct Deposits.** Your Account number and bank routing number may be used for the purpose of initiating direct deposits to your Account. The recipient’s name on any direct deposit(s) Synapse receives must match your name. Any direct deposits received in a name other than the name registered to the Account will be returned to the originator. If

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your Account number changes you must immediately notify your employer or any other payors. You must provide them with the new Account number to ensure that your direct deposit activity continues uninterrupted.

8.2.2 No Deposits in Cash, Paper Checks or Foreign Currency. Synapse will only accept funds deposited electronically through the Mobile App. Utoppia, Synapse, and Bank Partner are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us. Utoppia does not accept deposits in cash, personal checks, cashier's checks, money orders or in foreign currency. Only deposits made in accordance with the terms of these Terms of Service will be accepted.

8.2.3 Our Right to Charge Back Deposited Checks or Electronic Transfers. If you receive an electronic transfer as provided in these Terms of Service and (i) the paying bank returns it to Bank Partner unpaid; or (ii) the sending bank or the originator of an item demands that Bank Partner return the item because it was unauthorized, sent to the wrong account number or procured by fraud, Bank Partner may pay the return or demand, and subtract the funds from your Account, which such funds have been processed through the Sweep Service. If Bank Partner has reason to believe that any of the events in the previous sentence have occurred or may occur or that the item should not have been paid or may not be paid for any other reason, Bank Partner may place a hold on the funds or move them to a non-customer account until Bank Partner determines who is entitled to them.

8.2.4 Right to Reject Any Deposit. Us and/or Synapse through the Bank Partner is under no obligation to accept any item, wire, electronic funds transfer, or other transaction for deposit to your Account (through the Sweep Service) or for collection, and we and/or Synapse through the Bank Partner may refuse to cash or give value for any such item. We and/or Synapse through the Bank Partner may restrict access to any deposit credited to your account that violates any laws of the United States, including but not limited to those giving rise to OFAC sanctions.

8.3 Withdrawals from the Account.

8.3.1 No Overdrafts. You are not permitted to overdraw your Account. If the available balance in your Account is not sufficient to cover any payment or withdrawal you have authorized, we and/or Synapse through the Bank Partner may refuse to process the payment or withdrawal. If your Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Account has a negative balance and you have another account with us and/or Synapse through the Bank Partner, we, Synapse and/or Bank Partner reserve the right to exercise their right to set off. See [Section 8.3.2](#) for details. If your Account has a negative balance for sixty (60) calendar days or more, it will be closed. If you fail to pay the amount of any overdraft, we, Synapse and/or the Bank Partner reserves the right to refer your overdrawn account to an attorney for collection, and you agree to pay all reasonable expenses, including, but not limited to, reasonable attorney's fees and court costs incurred by us, Synapse and/or the Bank Partner as a result of your account being overdrawn.

8.3.2 **Right to Set Off.** If your Account balance becomes and remains negative, we and/or Synapse through the Bank Partner can use the funds in any of your accounts with Synapse through the Bank Partner to repay the negative balance in your Account without any further notice to or demand on you. Moreover, we, Synapse and/or the Bank Partner has the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us, Synapse and/or the Bank Partner. Further, you grant us and Synapse through the Bank Partner a lien on and security interest in the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to us, Synapse or the Bank Partner, now or in the future.

9. General Funds Availability

9.1 **Availability.** Synapse makes funds available according to the type of deposit and when the funds are applied or credited to your Account and undergo the Sweep Service. Some types of deposits may not be available for immediate use. When Synapse delays the availability of funds or place a hold on a deposit made to your Account, you may not withdraw those funds, and Synapse through the Bank Partner will not use them to pay any debits, such as ACH transfers or payments, check payments or, if available, transactions using your debit card during the hold period. Synapse through the Bank Partner has the right to refuse any deposit. If final payment is not received on any item you have deposited into your Account, or if any direct deposit or ACH transfer is returned to Synapse through the Bank Partner for any reason, you agree to pay Synapse through the Bank Partner the amount of the returned item. The length of the delay in the availability of funds will vary depending on the type of deposit.

9.2 **Business Days.** The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your Account. For purposes of these disclosures, our business days are Monday through Friday; U.S. Federal holidays are not included. Deposits received after the cut-off times provided in these Terms of Service or on a day us, Synapse and/or the Bank Partner are not open will be processed the following business day that us, Synapse and/or the Bank Partner are open.

9.3 **Same Day Availability.** Funds received from preauthorized electronic payments will be available on the day the deposit is applied to your Account. ACH Credits received from an external bank account will be applied to the Account when Synapse through the Bank Partners has verified the external account and received payment on collected funds. Once the funds are applied to the Account, they will have same day availability.

9.4 **Longer Availability.** Electronic transfers depositing into the Account initiated through Utoppia may take up to five (5) business days from the date of the initial request but will post on the payment date of the deposit once the money has reached the Bank Partner through the Sweep Service.

10. Electronic Funds Transfer Disclosures.

10.1 **Electronic Transfers via ACH.** You may originate transfers to and from your Account via ACH as provided in Section 8 of these Terms of Service. You may only initiate electronic funds transfers via the Utoppia's Mobile App. You are solely responsible for the accuracy of the

information contained in the payment order. The electronic transfer will be completed relying exclusively on the information provided by you. You must authorize Synapse through the Bank Partner to execute payment orders on your behalf and to debit your Account specified in the payment order for the amount of the electronic funds transfer.

- 10.1.1 **Security Procedures.** You will be required to use a Two-Factor Authentication control, in addition to your login, to authorize an electronic funds transfer. You agree that this control is an appropriate security procedure designed to verify the authenticity of the order and is not to detect errors in transmission.
- 10.1.2 **Limits on ACH Transactions. Cut-off Time.** The cut-off time for scheduling an international wire transfer is 10:00 AM PST for next day ACH transfers. The cut-off time for scheduling domestic same day ACH transfers (if enabled on your Account) is 9:00 A.M. PST. Any wire transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day. In some circumstances, transactions may be delayed for risk or compliance reasons.
- 10.1.3 **No Cancellation.** All electronic funds transfer requests are final and are not subject to recall orders or stop payments.
- 10.2 **Electronic Transfers Using Your Account Number.** You may authorize a third-party to transfer funds to and from your Account by providing your account number and your routing number to such third-party. Your account information should only be provided to trusted third-parties authorized to initiate the electronic funds transfers.
- 10.3 **Debit Cards and ATM Services.** You may obtain a debit card that can be used for purchases on points of sales and/or withdrawals at ATMs. The use of your debit card to initiate electronic transfers is subject to the term and conditions of Synapse's Cash Management Account Agreement.
- 10.4 **Types of Electronic Transfers Available.**
 - 10.4.1 You may arrange with another party, such as your employer or a government agency, to electronically deposit funds on a one-time or recurring basis directly to your Account.
 - 10.4.2 You may arrange with another party to make one-time or recurring charges to your Account to a make a utility payment or to pay other bills.
- 10.5 **Limitations on Transfers, Amounts and Frequency.** Your right to make electronic funds transfers is subject to the limits established in Section 8 of these Terms of Service.
- 10.6 **Right to Receive Documentation of Electronic Funds Transfers.** Your electronic funds transfers will be reflected on the statements that will be delivered to you through Utoppia's Mobile App, as described in [Section 6.4](#). You can also contact Utoppia, through whatsapp +1 (650) 495-2468 or email at support@utoppia.com, to obtain information about any particular direct deposit or transfer.

10.7 **Your Liability for Unauthorized Electronic Fund Transfers.** You must contact Utoppia by contacting us through whatsapp at +1 (650) 495-2468 or emailing at support@utoppia.com if you believe your Account number was stolen or if you believe someone has transferred or may transfer money from your Account without permission. If your account number was stolen or if you believe someone has transferred or may transfer money from your Account without permission contact us immediately through Utoppia, at the number specified above.

10.7.1 If you notify us within two (2) business days after you learn of any unauthorized transaction, you can lose no more than \$50.00 if someone used your Account without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Account number and we can prove that Synapse through the Bank Partner could have stopped someone from using your Account without your permission if you had promptly notified us, you could lose as much as \$500.00.

10.7.2 If you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in Section 10.8 "Errors and Disputes." If you do not notify us within sixty (60) days after (i) you become aware of the transaction(s) and/or (ii) the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if Synapse through the Bank Partner can prove that Synapse through the Bank Partner could have stopped someone from taking value if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods at our sole and absolute discretion. After receiving notice from you of such an event, Utoppia and Synapse will close Account to keep losses down and issue you a new Account number.

10.7.3 If your Account number changes, you must immediately notify your employer or any other payors or merchants. You must provide them with your new Account number to ensure that your direct deposit and/or payments activity continues uninterrupted.

10.7.4 If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers the person makes unless we have been notified that transfers by that person are no longer authorized. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us, Synapse, and/or Bank Partner in the investigation of the loss, including giving us, Synapse, and/or Bank Partner an affidavit containing whatever reasonable information us, Synapse, and/or Bank Partner require concerning your Account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We, Synapse, and/or Bank Partner will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless Utoppia, Synapse, or Bank Partner have acted in bad faith, Utoppia, Synapse, or Bank Partner, as the case may be, will not be liable for any special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at Utoppia's, Synapse's, or

Bank Partner's option, assign them to us so that we may pursue them. Utoppia's, Synapse's, or Bank Partner's liability will be reduced by the amount you recover or are entitled to recover from these other sources. Concerning each item you deposit with Synapse through the Mobile App and which then undergoes the Sweep Service, you make the following warranties to us whether Bank Partner is the payor bank or depository bank: all necessary signatures and endorsements have been placed on the time and are genuine, the item has not been materially altered and you have good title to it, and no defense of any party to the item is good against you. If any such warranty is breached, Synapse through the Bank Partner may deduct the amount of the item from any of your accounts or otherwise collect from you this amount plus expenses.

10.8 **Errors and Disputes.** If you think your statement is wrong or if you need more information about a transaction listed on it, please contact Utoppia, through our whatsapp number +1 (650) 495-2468 or emailing at support@utoppia.com. You must report any errors within sixty (60) days from the earlier of (i) the date the statement was made available to you on the Mobile App or (ii) the date you access your Account and would have been able to see the error. You must provide the appropriate information for Utoppia to investigate the error or unauthorized transaction with Synapse through the Bank Partner, including at least the date of the transaction and its amount. If you call Utoppia, we may request that you send your complaint or question in writing within ten (10) business days.

10.8.1 We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to use this additional time, we will credit your Account for the amount you think is in error within ten (10) business days, so that you will have use of the money during the time it takes to complete the investigation.

10.8.2 If your Account was opened less than thirty (30) days before the date of the suspected error, we may extend the ten (10) business day period to twenty (20) business days before crediting your Account.

10.8.3 If your Account was opened less than thirty (30) days before the date of the suspected error, the error resulted from a point-of-sale debit card transaction or was initiated in a foreign country, we may extend the ten (10) business day period to ninety (90) days before crediting your Account.

10.8.4 If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we will not credit your Account.

10.8.5 You will be informed of the result of the investigation within three (3) business days after Synapse through the Bank Partner's completion of the investigation. If we determine that there was no error, we will send you an explanation by email or by making it available via the Mobile App. Copies of the investigation documentation can be obtained by

contacting us through whatsapp at +1 (650) 495-2468 or emailing atsupport@utoppia.com.

- 10.9 **Liability for Failure to Complete Transactions.** If Synapse does not complete a transaction from your Account on time or in the correct amount, Synapse may be liable for your losses or damages. However, Synapse is not liable for any failed transaction if you do not have enough money in your balance to cover a transaction, if the ATM or device does not have enough cash or is not working properly, if circumstances beyond Synapse’s control prevent the transaction, if the merchant requests authorization for an amount greater than the purchase amount, if access to your Account or linked account has been blocked after you reported your Account number or linked account number lost or stolen, if there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use, if Synapse has reason to believe the requested transaction is unauthorized, if Synapse has received incomplete or inaccurate information from the third-party payor or payee or if there are other exceptions stated in this agreement or as provided by law. Synapse is not liable for the failure to complete a transaction on a business account if Synapse, through Utoppia, sends you notice that the transaction was not completed.

11. General Rules Governing the Account

- 11.1 **Assignment. Transfer. Non-Waiver. Applicable law.** The Account may not be assigned. Utoppia, Synapse, and/or Bank Partner may transfer their rights under these Terms of Service. Use of the Account is subject to applicable Federal laws and the laws of the State of California, and all applicable rules and customs of any clearinghouse or other association governing your Account or any transactions. If you or Utoppia, Synapse, and/or Bank Partner excuse each other from complying with any part of these Terms of Service, this will not waive compliance by the excused party on any other occasion, notwithstanding the number of previous excusals or their duration. A party may not rely justifiably upon another’s past forbearance to vary present or future rights, obligations or performance under these Terms of Service. If any provision of these Terms of Service is determined to be invalid, illegal or unenforceable for any reason, that provision shall not invalidate or render unenforceable any other provision of these Terms of Service.
- 11.2 **Legal Processes Affecting Accounts.** If Utoppia, Synapse, and/or Bank Partner are served with a subpoena, government agency request for information, restraining order, writ of attachment or execution, levy, garnishment, search warrant, forfeiture or similar order or legal process relating to your Account (termed “legal action” in this section), regardless of the jurisdiction of the issuing authority, Utoppia, Synapse, and/or Bank Partner may rely on the representations made in the legal action and comply with the legal action, regardless of the jurisdiction of the issuing authority or the location at which the legal action is received. In these cases, Utoppia, Synapse, and/or Bank Partner will not have any liability to you if there are insufficient funds to pay your items because Bank Partner has withdrawn funds from your Account after such funds are received by the Bank Partner pursuant to the Sweep Service, or in any way restricted access to your funds in accordance with the legal action. If you believe your funds are exempt from legal action, or otherwise should not be subject to legal action (for example, if you own funds and the legal action applies to another joint owner, you believe the court, garnishor, or levying authority lacks jurisdiction over you or the property, or you believe the garnishment or levy names the wrong party as garnishee), you agree that it is your responsibility to raise any defense to the legal

action against the party who originated the legal action, and you agree that we have no obligation to do so. Any fees or expenses Utoppia, Synapse, and/or Bank Partner incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account. Unless expressly prohibited by law, we, Synapse, and/or Bank Partner may charge your Account, subject to the Sweep Service, a fee for each legal action received, regardless of whether the action is subsequently revoked, vacated or released.

- 11.3 **Abandoned or Inactive Accounts.** Some states in the United States have unclaimed property laws that govern when accounts are considered abandoned. In this case, your account is usually considered abandoned if you have not made a deposit or withdrawal, or signed into your Account, for a specified period of time. In jurisdictions with unclaimed property laws, Utoppia, Synapse and/or Bank Partner are required by the unclaimed property laws to turn over accounts considered abandoned to the applicable state. Before an abandoned account is turned over, Utoppia may send a notice to you by e-mail or the address on the account statement. Unless prohibited by law, Utoppia may charge to your Account costs and expenses of any notice, payment and turnover of the remaining balance of your Account to the applicable state. State law of where the Bank Partner is located will apply on unclaimed or abandoned property related to the funds in your Account after the Sweep Service is processed.
- 11.4 Reserved.
- 11.5 **Standard of Care. Limitation of Liability.** Bank Partner, Synapse, and/or Utoppia's liability for losses you or any third-party may incur under any circumstance, in connection with your Account or the services set forth herein is limited to actual damages proved that are proximately caused by Bank Partner's, Synapse's and/or Utoppia's, as applicable, failure to exercise ordinary care. Nevertheless, if Bank Partner makes an error in your favor by excessively crediting or insufficiently debiting your account for any reason, including, without limitation, to the giving of cash or credit in excess of a corresponding account debit, you agree that you immediately owe Bank Partner the amount in error, whether you relied on the error or not. You agree to waive your rights to a jury and to punitive and exemplary damages and further agree to be subject to all parts of the arbitration provision in Section 11.11. Damages for any breach of these Terms of Service are limited to those that are direct and lie in contract, and will exclude indirect and consequential damages (including but not limited to damages, loss of profits, revenue, or goodwill). Also excluded are damages in tort (including negligence), or otherwise, and whether or not foreseeable, even if Utoppia, Synapse, and/or the Bank Partner has been advised or was aware of the possibility of such loss or damages. Utoppia, Synapse, and/or the Bank Partner will have no liability by reason of delays or interruptions of the Services or transmissions, or failures of performance of their respective systems, regardless of cause, including those caused by governmental or regulatory action, or those caused by software or hardware malfunctions. Utoppia and/or Bank Partner will have no liability for acting on instructions from you accepted or interpreted by Utoppia and/or Bank Partner in good faith according to the terms of these Terms of Service, declining to act on instructions whose authenticity or accuracy cannot be verified to Utoppia's and/or Bank Partner's satisfaction, or not acting on instructions not actually received.
- 11.5.1 Except as required by applicable law, we will have no liability to you if we are unable to complete a transaction for any reason beyond Utoppia's and/or Bank Partner's control.

Except as otherwise expressly provided in these Terms of Service or as otherwise required by applicable law, Utoppia and/or Bank Partner, any Affiliates, and the parties with whom Utoppia and/or Bank Partner and any Affiliates contract in order to offer your Account and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to your Account, any products or services purchased using the Account, or these Terms of Service (as well as any related or prior agreement you may have had with Utoppia and/or Bank Partner).

- 11.6 **Indemnification.** You shall indemnify and defend Utoppia, Synapse, and/or Bank Partner and their officers, directors, employees, agents, and representatives (the “Affiliates” and collectively with Utoppia, Synapse, and/or Bank Partner, the “Indemnified Parties”), and hold each of them harmless, against any expenses, losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines and taxes of any kind or nature (including legal expenses and attorneys' fees) (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third party claim, or otherwise) (collectively, "Losses") by or with respect to any matters pertaining to the Account, arising directly or indirectly from your breach of your obligations under the Terms of Service or those arising from the instructions or actions of you or of third parties whom you have permitted to direct, manage, view or otherwise act or omit to act in connection with your Account. If Utoppia, Synapse, and/or Bank Partner officers, directors, employees, agents or representatives are entitled to indemnification against a claim under these Terms of Service, they shall give you prompt notice of the claim and any further pleadings, communication or other information connected with it. You shall defend Utoppia, Synapse, and/or Bank Partner, and their Affiliates, or pay for the cost of its defense, as they or their Affiliates shall elect. The parties shall cooperate for the cost-effective defense of the claim, and us and our Affiliates shall not settle any claim for which indemnification is demanded without your consent.
- 11.7 **No Warranty of Availability or Uninterrupted Use.** From time to time, services related to the Utoppia the Mobile App or the Account may be inoperative. When this happens, you may be unable to access Utoppia and related services, and you may be unable to use the Account or obtain information about the Account. Please notify Utoppia if you have any problems using the Account or Mobile App. You agree that Utoppia will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall Utoppia be liable for extended interruptions due to failures beyond Utoppia’s control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.
- 11.8 **Amendment and Cancellation.** Except as otherwise required by applicable law, Utoppia may amend or change the terms and conditions of these Terms of Service at any time by posting the amended Terms of Service on the Mobile App and any such amended Terms of Service will be effective upon such posting to the Mobile App. You will be notified of any amendment(s) with thirty (30) days’ notice prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, we may implement it without prior notice.

- 11.8.1 We may suspend or close your Account at any time. You suspend or close your Account by emailing support@utoppia.com. Your cancellation of your Account will not affect any of Utoppia's rights or your obligations per these Terms of Service prior to cancellation.
- 11.8.2 If your Account is canceled, closed or terminated for any reason, you may request the balance to be returned to an external account that you have maintained, including any linked external account. Allow at least fourteen (14) days for processing of such balance return. If Utoppia's offering is canceled, closed, or terminated, Utoppia shall send you prior notice, in accordance with applicable law. Specific information and instructions, including how to convert and receive any remaining Account balance, will be included in the notice.
- 11.9 **Customer Service.** For customer service or additional information regarding your Account, please contact Utoppia at:
- Email: support@utoppia.com
- Whatsapp Chat: +1 (650) 495-2468
- Cash management services are provided through our cash management software provider, Synapse. To report a complaint relating to the cash management services, email help@Synapsefi.com
- 11.10 **Hours.** Customer Service agents are available to answer your emails and chats:
- Eastern Time: Monday through Friday: 7:00 AM – 11:00 PM.
- 11.11 **Binding Arbitration.** PLEASE READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT PROVIDES FOR MANDATORY ARBITRATION OF CONSUMER CLAIMS (SUBJECT TO SOME EXCEPTIONS), INSTEAD OF COURT PROCEEDINGS. IF YOU OR WE ELECT ARBITRATION OF A CLAIM, NEITHER WILL HAVE THE RIGHT TO PURSUE THAT CLAIM BEFORE A JUDGE OR JURY IN COURT OR TO PARTICIPATE IN A CLASS ACTION PROCEEDING. RIGHTS YOU WOULD HAVE IN COURT THAT MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION INCLUDE THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL. FEES AND EXPENSES OF ARBITRATION MAY BE HIGHER THAN THOSE ASSOCIATED WITH COURT PROCEEDINGS. THE ARBITRATOR'S DECISION WILL BE BINDING, EXCEPT AS PROVIDED BELOW.
- 11.11.1 **Agreement to Arbitrate.** Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) these Terms of Service; ii) the Account or Services; iii) your use of the Account or Services; iv) the amount of funds Account; v) advertisements, promotions or oral or written statements related to the Account or Services; vi) the benefits and services related to the Account or Services; or vii) transactions made using Account or Services, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be

governed by the Federal Arbitration Act (9 U.S.C. 1-16). The arbitration shall occur in California.

11.11.2 ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

11.11.3 For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org.

11.11.4 All determinations as to the scope, interpretation, enforceability and validity of these Terms of Service shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

11.11.5 NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

11.11.6 This arbitration provision shall survive: i) the termination of the Terms of Service; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity; or iv) closing of the Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

11.11.7 IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, EMAIL US AT SUPPORT@UTOPPIA.COM TO CLOSE THE ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.

11.11.8 Costs of Arbitration. You and we will be responsible for paying the fees of the arbitrator and any administrative fees charged by the Administrator according to the rules and procedures of the Administrator. Utoppia will also pay or reimburse you for all or part of other arbitration fees, if the arbitrator determines there is good reason to do so, and Utoppia will pay any fees and costs, which Utoppia is required to pay by law or by the rules and procedures of the Administrator. In addition, in the event that you receive an arbitration award that is greater than Utoppia's last written settlement offer, the arbitrator shall have the discretion to require us to pay your attorneys' fees and costs. Otherwise, each party will bear its own attorneys' fees and costs, regardless of who prevails.

11.11.9 The arbitrator's decision is final and binding on the parties, except for any right of appeal provided by the Federal Arbitration Act. Costs will be allocated in the same way as costs are allocated in arbitration by a single arbitrator. A final and binding award is subject to judicial review only as provided by the Federal Arbitration Act. An arbitration award will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

11.12 Governing Law. These Terms of Service shall be governed by the laws of the State of California.

11.13 Termination. Utoppia and Synapse may terminate, or close, deactivate, or block access to your Account at any time in their sole discretion. You will remain liable to Utoppia and Synapse for all obligations incurred in your Account, or otherwise, whether arising before or after termination. We and you may each terminate this relationship unilaterally at any time upon notice. You may terminate this relationship after paying any obligations owed upon written notice. These Terms of Service survive termination of your Account. To close your Account, please contact us.

11.13.1 You understand and acknowledge that even after accepting these Terms of Service and opening an Account, we have the right to close your account and terminate this relationship, and you will have no right to compel us to grant access to the Services, either initially or after an Account is opened.

11.13.2 **IMPORTANT:** If you terminate your relationship with Utoppia, the Account will automatically be closed. Upon closure, any remaining funds in the Account will be converted and returned to you in accordance with this Section.

11.13.3 **IMPORTANT:** If the agreement between Utoppia and Synapse is terminated, this Account may be terminated. In this case, Utoppia shall send you a notice with the applicable procedures. Specific information and instructions, including how to receive any remaining Account balance, will be in the notice. We reserve the right to refuse to return any unused balance amount less than \$1.00.

11.13.4 Unless you are notified otherwise, upon termination, Utoppia will instruct Synapse to return any remaining funds in the Account in a check mailed to the address on file associated with the Account. Our and Synapse's obligations to you will be fully satisfied by mailing a check in the appropriate amount to the address specified by Utoppia.

11.13.5 **Return of Funds.** If your Account is cancelled, closed or terminated for any reason, the unused balance will be returned to you either via ACH transfers to one of your external accounts on our records or via check (unless notified otherwise in writing by us) to the mailing address we have in our records. For security purposes, you may be required to supply identification, external account, and address verification documentation prior to issuing an ACH refund or refund check. Allow at least fourteen (14) days for processing of such balance return.

SCHEDULE OF FEES

Checking account	
Account opening fee	Free
Maintenance fee	Free
Minimum account balance	No minimum
International Mastercard Virtual Debit Card	
Virtual debit card issuance	Free
Virtual and physical card payments in USD fee	Free
Virtual and physical card payments other currencies fee	1.99%
Domestic and international transfers	
Sending money domestically in the US via ACH	Free
Receiving money domestically in the US via ACH	Free
Receiving money domestically in the US via Wire	Free
Sending money domestically in the US via SAME DAY ACH	USD \$2 Per transaction
Sending international wires	USD \$32.00
Receiving international wires	USD \$30.00
Additional Fees	
Annual inactivity fee (no transactions in the card or account over the 6 previous months)	USD 3 per month
Closing account fee	Free

TRANSACTION LIMITS ANNEX (1/3)

From day 1 to day 46 since the account is opened

Transaction Type	Daily	Monthly	Yearly
Internal Transfers	Unlimited	Unlimited	Unlimited
Outgoing International Wire	\$1,000	\$4,375	\$18,750
External Incoming Domestic Wire	\$15,000	\$15,000	\$180,000
External Incoming International Wire	\$15,000	\$15,000	\$180,000
Card Number Subnet: Cash	\$1,000	\$4,375	\$18,750
Card Number Subnet: Interchange	\$2,000	\$8,750	\$37,500
Account Number Subnet: ACH Debit	\$10,000	\$15,000	\$180,000
Account Number Subnet: ACH Credit	\$15,000	\$15,000	\$180,000
Same Day Incoming ACH	\$15,000	\$15,000	\$180,000
Same Day Outgoing ACH	\$2,000	\$8,750	\$37,500

TRANSACTION LIMITS ANNEX (2/3)

From day 47 to day 91 since the account is opened

Limits			
Transaction Type	Daily	Monthly	Yearly
Internal Transfers	Unlimited	Unlimited	Unlimited
Outgoing International Wire	\$2,500	\$6,500	\$40,000
External Incoming Domestic Wire	\$15,000	\$15,000	\$180,000
External Incoming International Wire	\$15,000	\$15,000	\$180,000
Card Number Subnet: Cash	\$2,500	\$6,500	\$40,000
Card Number Subnet: Interchange	\$4,000	\$17,500	\$75,000
Account Number Subnet: ACH Debit	\$4,000	\$17,500	\$75,000
Account Number Subnet: ACH Credit	\$15,000	\$15,000	\$180,000
Same Day Incoming ACH	\$15,000	\$15,000	\$180,000
Same Day Outgoing ACH	\$4,000	\$17,500	\$75,000

TRANSACTION LIMITS ANNEX (3/3)

From day 92 since the account is opened

Limits			
Transaction Type	Daily	Monthly	Yearly
Internal Transfers	Unlimited	Unlimited	Unlimited
Outgoing International Wire	\$15,000	\$15,000	\$180,000
External Incoming Domestic Wire	\$15,000	\$15,000	\$180,000
External Incoming International Wire	\$15,000	\$15,000	\$180,000
Card Number Subnet: Cash	\$5,000	\$5,000	\$50,000
Card Number Subnet: Interchange	\$5,000	\$15,000	\$50,000
Account Number Subnet: ACH Debit	\$10,000	\$15,000	\$180,000
Account Number Subnet: ACH Credit	\$15,000	\$15,000	\$180,000
Same Day Incoming ACH	\$15,000	\$15,000	\$180,000
Same Day Outgoing ACH	\$5,000	\$15,000	\$180,000

* Notwithstanding anything to the contrary in the Synapse Cash Management Account Agreement, the limits included here are the lowest limits allowed for transactions. However, Utoppia reserves the right to allow you to transact higher volume than the limits defined herein at any time without prior notice. In certain cases, for security reasons, Utoppia may lower your limits upon notice to you at the time you attempt to initiate a transaction. Utoppia reserves the right to cancel or suspend transactions due to fraud or compliance related concerns.

ANEX
UTOPPIA, INC.
TERMS OF SERVICE – PEER TO PEER

Effective as of April, 2023

If you are reading these Peer to Peer Terms of Service, that means you have created an account using Utoppia’s mobile phone application (the “Mobile App”) and are using the Mobile App and services under these Terms of Service. By using Utoppia’s Services through our Mobile App, you agree to these Terms of Service of Utoppia (the “Terms of Service”), our Privacy Policy, all applicable laws and regulations, and agree that you are responsible for compliance with any and all applicable local laws which you may be subject to. To the extent that any term of service is not expressly set forth herein, Utoppia’s General Terms of Service (the “General Terms of Service”) shall control. We may update these Terms of Service and/or the Privacy Policy from time to time and it is your responsibility to check for updates. We will provide updates as required by law. By continuing to use our services after these updates, you agree to the revised terms. You also agree to receive notices from us electronically. We may provide disclosures and notices required by law and other information about your Account (defined below) to you electronically, by posting it on our website, pushing notifications through the Mobile App, or by emailing it to the email address listed in your Account. Electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time pushed or emailed to you. By agreeing to the Terms of Service and Privacy Policy, you also agree to (i) Utoppia’s General Terms of Service, found at: www.utoppia.com and (ii) Utoppia’s Privacy Policy, found at: www.utoppia.com. If you wish to withdraw your consent to receiving electronic communications, contact us. To the extent these Terms of Service conflict with Utoppia’s General Terms of Service, these Terms of Service shall prevail. If we are not able to support your request, you may need to terminate your Account.

We partner with Synapse Financial Technologies, Inc. (“Software Provider”) to provide you with the Mobile App which, among other things, provides a peer-to-peer service (the “Service”) which enables a convenient way to transfer money between you and others, for peer-to-peer personal, non-commercial purposes, who are enrolled with the Mobile App (each, a “User”) using aliases, such as email addresses or mobile phone numbers.

THE SERVICE IS INTENDED ONLY TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST WHO ARE USERS OF THE MOBILE APP. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

The Mobile App may not be used to conduct business, commercial or merchant transactions with other accounts, which includes paying or accepting payment from other accounts held by Users you do not personally know for goods or services (for example, concert tickets, electronic equipment, sneakers, a watch, or other merchandise, deposits for apartments, or dog walking). If you plan to use the Mobile App to receive payments for goods or services, you must ask your buyer to identify that their

payment is for goods and services or have a business profile. Keep confidential any credentials you use to access your Mobile App and the services provided herein. You must keep your phone number, email address and other contact information current in your Mobile App account profile.

THE USE OF THE MOBILE APP SERVICE REQUIRES THAT ACCESS TO THE CONTACTS IN YOUR PHONE BE GRANTED TO THE MOBILE APP. OTHER USERS WHO USE THE MOBILE APP MAY BE AWARE THAT YOU USE THE MOBILE APP AS WELL IF YOUR CONTACT INFORMATION IS IN YOUR CONTACTS.

If you receive information about any other Mobile App User, you must keep the information confidential and only use it in connection with the services provided herein. You may not disclose or distribute any information about Users to a third party or use the information for marketing purposes unless you receive that user's express consent to do so. You may not send unsolicited emails to a Mobile App User or use the Mobile App services to collect payments for sending, or assist in sending, unsolicited emails to third parties. The privacy and data protection laws that may apply include any associated regulations, regulatory requirements and codes of practice applicable to the provision of the services described herein. In complying with such laws, you will:

1. implement and maintain all appropriate security measures for the processing of personal data; and
2. not knowingly do anything or permit anything to be done which might lead to a breach of any privacy data protection laws by us.

If you do not agree to these Terms of Service, you must not use our services or must immediately stop using our services, as the case may be.

NOTICE OF BINDING ARBITRATION

ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THE TERMS OF SERVICE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN THE SECTION TITLED "BINDING ARBITRATION" IN THE GENERAL TERMS OF SERVICE.

Utoppia, Inc. and our affiliates or subsidiaries (collectively "Utoppia," "we," "us," or "our") is a platform that provides its Users with an Account provided by Software Provider through the Mobile App, as set forth in Utoppia's General Terms of Service.

1. Description of Services: Once you have set up an account using our Mobile App, as set forth in Utoppia's General Terms of Service (the "Account"), we will enable the Services for you to utilize as follows:
 - a. Sending Funds: As a party initiating a transfer ("Sender"), you will send funds to your selected recipient ("Recipient") by designating the Recipient and the transfer amount to us (a "Payment Instruction"). By initiating each Payment Instruction, you authorize us to

debit your Account by the amount you specify, and to send those funds to your designated Recipient (a “P2P Payment”) immediately upon your request. By submitting a Payment Instruction, you are also authorizing us to move funds to your applicable Account for P2P Payments that are canceled or otherwise returned. You understand and agree that when you initiate a P2P Payment Instruction, processing will begin, and funds will leave your Account as early as the moment you initiate the Payment Instruction. However, we will complete the transfer of funds to the Recipient once the Recipient has provided all required information. You hereby authorize and direct us to retain such funds until the earlier of such time as the Recipient has provided all required information or fifteen (15) days. We shall incur no liability if we are unable to complete a P2P Payment Instruction because of inaccurate or insufficient Payment Instructions, or the failure of the Recipient to claim the P2P Payment, or because either you or the Recipient does not provide us with any information that we request, or we are unable to verify your identity or the identity of the Recipient to our satisfaction. We may deduct amounts owed to us, in whole or in part, from your Account and to the extent you owe us funds we may suspend your ability to use the Service until we are made whole.

- b. Requesting Funds: You may also request funds to be transferred to you through the Service by designating the amount of funds requested and your selected Sender (a “Cash Request”). If the Sender approves your Cash Request, your Cash Request will become the Sender’s Payment Instructions and be processed as described herein. Thereafter, upon receipt of the funds, we will transfer such funds to your Account.
- c. Payment Amount Limits: We will require you to provide us with additional identification information if you wish to send more than one thousand dollars (\$1,000) (in any one transaction or in multiple transactions) over any thirty (30) day period or to receive more than one thousand dollars (\$1,000) (in any one transaction or in multiple transactions) over any thirty (30) day period. Software Provider may impose other limits on the amount you can send in any one transaction or in multiple transactions over any seven (7) day period, subject to some restrictions. We may adjust these limits at any time at our discretion.
- d. Service Fees: There are currently no fees for sending funds via an Account using the Service. We reserve the right to charge for or change the fees associated with use of the Service at any time with reasonable notice, subject to the terms herein.
- e. Payment Cancellation, Stop Payment Requests and Refused Payments: Our ability to stop or cancel a P2P Payment Instruction depends on how the Payment Instruction was initiated, and whether the Payment Instruction has begun processing. We are not required to stop, cancel, or recover funds associated with a misdirected Payment Instruction. P2P Payments not claimed by a Recipient fifteen (15) days after the processing has begun will be canceled automatically. We will attempt to return any unclaimed, refused, refunded, prohibited, or denied P2P Payment to your Account. If we are not able to do so, we may use other reasonable means to return the P2P Payment to you, as permitted by applicable law.
- f. Invalid P2P Payments: If we believe you received a payment that should not have been made for some reason (for example, fraud), you give us permission to reverse that payment. The Service is a money transmission service. As a result, fraudulent

transactions may result in the loss of funds with no recourse. We are not responsible for any payments that you receive, even if you don't know who sent the payment. If you receive a P2P Payment and we later determine in our sole discretion that the P2P Payment was invalid for any reason, you hereby authorize us to move funds from the applicable Account in an amount equal to the P2P Payment. You acknowledge and agree that we will not be liable in any way for any P2P Payments that you may receive, regardless of whether you authorized the Sender to send them to you.

2. Eligibility: In addition to the eligibility requirements to open an Account as provided in Utoppia's General Terms of Service, to utilize the Services, you must have an Account and provide us with your valid mobile number that you intend to use for an extended period of time (i.e., no "burner" numbers), and we will ask you to provide your mailing address. You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. At any time while you are enrolled, we may contact you and/or take other steps to confirm that the mobile phone number that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service. You further agree and warrant that you must immediately notify us if any mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.

3. Text Messages and Other Communications:

- a. By providing us with a mobile number, either when you sign up for an Account or update the contact information associated with your Account, you consent to receiving text (SMS) messages and push notifications from us. Such communications may include, but are not limited to requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, and marketing or promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the Services. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you.
- b. If you provide us with the mobile number of any other person or entity when initiating or requesting a payment through the Service, either manually within the Mobile App or by sharing your list of contacts with the Mobile App, you represent and warrant to us that the person or entity has consented to receive text messages from us related to that payment. Standard text messaging rates may apply based on your plan with your mobile carrier.
- c. You may opt-out of receiving promotional email communications we send to you by following the unsubscribe options on such emails. You may opt-out of text messages from us by replying STOP or by changing your notification preferences in the app. You acknowledge that opting out of receiving communications may impact your use of the Services.
- d. By agreeing to use the Services, you expressly consent to authorize the Mobile App to inform other Users, that either search for you using the Mobile App or which you are in such User's list of contact shared by the User with the Mobile App, of your status as a User of the Services.

4. Standard of Care, Limitation of Liability, Indemnity. Utoppia's liability for losses you or any third-party may incur under any circumstance, in connection with your Account or the Services set forth herein is limited to actual damages proved that are proximately caused by Utoppia's gross negligence or willful misconduct. You agree to waive your rights to a jury and to punitive and exemplary damages and further agree to be subject to all parts of the arbitration provision in the General Terms of Service, as well as the Limitation of Liability provisions in the General Terms of Service. Utoppia will have no liability by reason of delays or interruptions of the services provide herein or transmissions, or failures of performance of their respective systems, regardless of cause, including those caused by governmental or regulatory action, or those caused by software or hardware malfunctions. Utoppia will have no liability for acting on instructions from you accepted or interpreted by Utoppia in good faith according to the terms of these Terms of Service, declining to act on instructions whose authenticity or accuracy cannot be verified to Utoppia's satisfaction, or not acting on instructions not actually received.

- a. Utoppia shall have no liability for taking action on instructions from User accepted or interpreted by Utoppia in good faith according to the terms of these Terms of Service, declining to take action on instructions whose authenticity or accuracy cannot be verified to Utoppia's satisfaction, or not acting on instructions not actually received.
- b. Except as required by applicable law, Utoppia will have no liability to you if we are unable to complete a transaction for any reason beyond Utoppia's control, including but not limited to, you not having sufficient funds in your Account or our system is not working properly. Except as otherwise expressly provided in these Terms of Service or as otherwise required by applicable law, Utoppia, any affiliates, and the parties with whom Utoppia and any affiliates contract in order to offer your Account and related Services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to your Account and related Services, or these Terms of Service.
- c. Utoppia is not responsible for any delays or errors in the provision of the Services set forth herein, if such delays or errors are caused by you, any third-party, your internet connection or internet or telephone service provider. Utoppia is not responsible for delays or errors that result from us applying holds or limitations.

5. No Warranty of Availability or Uninterrupted Use: From time to time, Services related to the Mobile App may be inoperative. When this happens, you may be unable to access Utoppia and related Services, and you may be unable to use the Account or Services. Please notify Utoppia if you have any problems using the Account or Mobile App. You agree that Utoppia will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall Utoppia be liable for extended interruptions due to failures beyond Utoppia's control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

6. User's Responsibilities:

- a. Our Relationship with You. You understand that Utoppia serves solely as a liaison with Software Provider to power the Services as set forth herein, and Utoppia owes no fiduciary duty to you. YOU UNDERSTAND AND AGREE THAT THE PRODUCTS AND SERVICES OFFERED BY UTOPIA ARE NOT ENDORSED OR WARRANTED, WHETHER EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREIN AND IN THE GENERAL TERMS OF SERVICE. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT AS MORE SPECIFICALLY SET FORTH IN THE GENERAL TERMS OF SERVICE. You understand that Software Provider and Utoppia are not legal partners, affiliates or joint venturers with each other. Nothing in these Terms of Service is intended to be read or understood as making Software Provider and Utoppia, legal partners, affiliates or joint venturers or impose any liability as such on either of them.
- b. Taxes: It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through the Mobile App.
- c. Indemnification. You shall indemnify and defend Utoppia and its officers, directors, employees, agents, and representatives (the "Affiliates" and collectively with Bank, Utoppia, the "Indemnified Parties"), and hold each of them harmless, against any expenses, losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines and taxes of any kind or nature (including legal expenses and attorneys' fees) (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third party claim, or otherwise) (collectively, "Losses") by or with respect to any matters pertaining to the Account and/or Services, arising directly or indirectly from your breach of your obligations under the Terms of Service or those arising from the instructions or actions of you or of third parties whom you have permitted to direct, manage, view or otherwise act or omit to act in connection with your Account or the Services. If the Indemnified Parties are entitled to indemnification against a claim under these Terms of Service, they shall give you prompt notice of the claim and any further pleadings, communication or other information connected with it. You shall defend the Indemnified Parties, or pay for the cost of its defense, as they shall elect. The parties shall cooperate for the cost-effective defense of the claim, and us and our Affiliates shall not settle any claim for which indemnification is demanded without your consent.

7. Confidentiality and Sharing Your Information: We may disclose information to third parties about your Account or the transactions you make consistent with the Utoppia Privacy Policy, but you specifically agree to the following disclosures:

- a. Where it is necessary for completing transactions, including but not limited to sharing your identity with other users; and
- b. In order to verify the existence and condition of your Account to a third party.

8. Termination.

- a. Utoppia may, in its sole discretion, discontinue providing the Services, or any part thereof, with or without notice.
- b. Utoppia may also terminate, or close, deactivate, or block access to the Services at any time in its sole discretion. You will remain liable to Utoppia for all obligations incurred in through your use of the Services, or otherwise, whether arising before or after termination. These Terms of Service survive termination of the Services or your Account.