

TERMS AND CONDITIONS, SCHEDULE OF ALL FEES, AND FUNDS AVAILABILITY POLICY



This Indi Agreement has three sections:

1. Terms and Conditions
2. Schedule of All Fees
3. Funds Availability Policy

Indi Terms and Conditions

Effective July 29, 2020

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Notice regarding arbitration: If you have a claim and we are unable to resolve it informally, you or we may elect to resolve it by individual binding arbitration in accordance with the terms of the Arbitration Provision in this Agreement. If a claim is arbitrated, it will not be heard by a court or jury. Also, it will proceed as an individual action, and that means neither you nor we will have the right to participate in a class action in court. You have the right to opt out of the arbitration process by providing timely notice to us. Please refer to the Arbitration Provision located in Section 13 of this Agreement for complete details.

Indi Terms and Conditions

This Agreement governs the issuance and use of your indi Account. By obtaining or using an indi Account, you agree to the terms and conditions set forth in this Agreement, which is subject to amendment from time to time in accordance with applicable law. Further, you agree that this Agreement is binding on your successors, representatives and assigns.

Definitions

“Account” means the balance that may be accessed by use of the Card, and the service provided by us on the indi mobile application and/or website. Your balance is held in an omnibus account for the indi program at PNC Bank, N.A. and covered by FDIC insurance to the maximum amount permitted by law. Your Account is not an individual deposit account at PNC Bank, N.A.

“Accountholder” refers to the person in whose name the Account is issued.

“Agreement” means these Indi Terms and Conditions.

“ATM” means an automated teller machine.

“Business Days” are Monday through Friday, excluding federal holidays.

“Card” and **“Indi Card”** mean the general-purpose reloadable prepaid card issued to you.

“Foreign Transactions” are transactions completed outside of the United States using your Account.

“numo LLC” is the program manager for the indi program.

“PIN” means a four (4)-digit personal identification number that you select after activating your Card. A PIN is needed in order to use many of the features of the Card.

“PNC Bank, N.A.” is a national banking association and the issuer of the Card.

“POS” means a point-of-sale terminal used to make purchases of goods and services with your Card.

“Third Party Payor” means a person or entity that owes you payment (for example, your employer owing you wages or the government owing you government benefits).

“We,” “us” and **“our”** refer to PNC Bank, N.A. and/or numo LLC.

“You” and **“your”** refer to the person or persons in whose name an Account is opened and a Card is issued.

1. Your Indi Account

A. Using Your Card

The Card is and will remain our property. However, you will be solely and completely responsible for the possession, use and control of the Card. You must surrender the Card to us immediately upon request.

You may use your Account and/or Card to do the following:

- Pay for purchases or services at places that have agreed to accept the Card.
- Obtain cash from ATMs.
- Obtain cash at a bank, financial institution or merchant that accepts Visa cards and provides this service.
- Authorize others to send recurring deposits, such as payroll and social security payments, to your Card.
- Enable a one-time direct deposit of funds to your Card (for example, tax refunds).
- Send or receive payments to or from another person or a business by providing your Card number to a person, business, or third-party payment service.
- Send or receive payments to or from another person or send or receive payments to or from a business by providing your account and routing numbers to a person, business, or third-party payment service.
- Send or receive payments to or from an external bank account, via ACH transfer.
- Receive Visa Direct transfers.
- Deposit cash at PNC ATMs that accept deposits.

Some of these services may not be available from us at all times or at all terminals at all times.

You may not use your Account for Internet lottery, betting or gambling transactions, or for any illegal transactions. You also may not use your Account to purchase securities.

If you overdraw the balance in your Account, you are responsible for that amount and must repay it to us.

You will not permit another person to have access to your Card or Account-related numbers. Where you have authorized any other person to use your Card or Account-related numbers in any manner, your authorization shall be considered by us to be unlimited in amount and manner and will be effective until you have notified us in writing that you have revoked the authorization, and have taken all other necessary steps to revoke it.

B. Limitations on Transfers

All transfers are limited to the amount of money available in your Account.

Certain limits exist on the amount that may be withdrawn from ATMs or charged to your Account for purchases each day. These limits are as follows:

- Purchases may not exceed \$2,500 per day.
- ATM withdrawals may not exceed \$500 per day.
- Cash withdrawals at a bank, financial institution, or merchant may not exceed \$5,000.

- Transfers to an external bank account via ACH may not exceed \$10,000 per transfer, \$10,000 per day, or \$25,000 in any 30-day period.

You may email support@goindi.com, call 833-285-1736 (voice), call 866-317-9343 (TTY) or write PNC Bank – Indi c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098 if you need any additional information about your limits. During any interruption of an electronic funds transfer service, the dollar amount and frequency may be reduced. There may be additional limitations on the types, frequency, timing and amount of electronic transactions, without notice, for security purposes.

Please note that if you use your Card at an ATM or terminal that is not owned by us, operators of those ATMs or terminals may also impose limitations on the amount, number or frequency of transactions you may make with your Card.

C. FDIC Insurance

Your account is insured by the Federal Deposit Insurance Corporation (FDIC) to the maximum amount permitted by law.

D. Ownership of Funds

THE ACCOUNTHOLDER IS THE SOLE OWNER OF ANY AND ALL FUNDS DEPOSITED OR LOADED ON TO THE ACCOUNT.

All funds deposited or loaded on to your Account will be available for use, subject to the terms and conditions of this Agreement by the Accountholder and our Funds Availability Policy. If ownership of the funds in the Account or the right to use the Card and/or Account becomes in dispute for any reason, we, in our sole discretion may refuse to authorize transactions or terminate the Card and/or Account.

E. Negative Balances

When there are sufficient funds available in your Account, we will honor transactions initiated or authorized by you. We may dishonor a transaction when your Account has insufficient funds available. We reserve the right to charge your Account for all transactions you initiate or authorize, even though a negative balance may be created, although we have no obligation to do so. You will be liable for and must immediately correct any negative balance in your Account.

F. Authorizations and Special Purchases

A merchant may request authorization from us for a transaction you are trying to make with your Card. When we provide authorization to a merchant, we place a hold on funds in your Account in the amount the merchant is requesting. Once the final amount of the transaction is submitted by the merchant to us, your Account will be debited for that amount.

Certain types of merchants, such as restaurants, gas stations, car rental agencies, hotels, cruise lines, beauty and barber shops, health and beauty spas, and taxis/limousines,

generally obtain an authorization to charge your Account for an amount that may exceed the actual amount of your final purchase.

If the amount of the authorization (including any applicable fees) exceeds the funds remaining in your Account, your transaction may not be honored, even though the funds remaining in your Account are sufficient to cover the actual amount of your purchase. The amount of the authorization will be deducted from your available balance until the completion of the purchase or transaction, or the expiration of the time period set by us for authorizations.

G. Foreign Transactions

All debits to your Account will be posted in U.S. dollars. Account transactions made in a foreign currency are converted to U.S. dollar amounts by Visa, using the then current currency conversion procedure and rate. Currently, the currency conversion rate is either a wholesale market rate or a government-mandated rate in effect the day before the transaction processing date or the posting date.

For each Foreign Transaction, you will be charged a Foreign Transaction fee of the transaction amount, and this fee is set forth in the Schedule of All Fees, which is attached to this Agreement. This Foreign Transaction fee will be included in the amount charged to your Account. The fee will be charged whether or not there is a currency conversion in connection with the Foreign Transaction.

H. Card Expiration

Unless otherwise cancelled in accordance with the terms of this Agreement, your Card is valid until the expiration date that appears on your Card.

Unless it appears that no funds have been loaded onto your Account or that your Account has not been used within six (6) months prior to the expiration date on your Card, a new Card will be issued to you with a new expiration date. Your Account may remain open even if your Card is closed.

I. Inactive Accounts

If your Account is inactive as defined by law and you have not otherwise communicated with us about your Account for the period provided by law, we will be required to transfer the balance of your Account to the state, as abandoned property. Your Account may remain open even if your Card is closed.

J. Refund

If your Card is not renewed or if at any time you want to cancel your Card and/or Account, and any funds remain on your Account, you may email support@goindi.com, call 833-285-1736 (voice), call 866-317-9343 (TTY), or write PNC Bank – Indi c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098 for a refund of the remaining funds, less applicable fees and any charges owed to us, as well as any outstanding transactions. The refund will be sent to you at the address associated to your account.

K. Cancellation; Termination

We may cancel your Card and/or Account or terminate electronic access to your Card and/or Account with or without cause and without prior notice to you. You shall remain responsible for authorized charges that arise before or after termination.

2. Fees

You agree to pay the fees and charges disclosed on our Summary of Fees and Schedule of All Fees. Our current Summary of Fees and Schedule of All Fees are provided when you open your account and are also available via the indi mobile application or at <https://goindi.com/>. Additionally, our Schedule of All Fees is attached to this Agreement.

We may modify these fees or add additional fees as permitted by applicable law. All fees and penalties (where applicable) will be automatically assessed against your Account, and you will be responsible for any deficiency. You understand and agree that PNC Bank is a national bank and state law limitations on the amount or frequency of fees on your Account may not apply to a national bank.

3. Loading Your Account

You can deposit (load) additional funds to your Account in the following ways:

- Establishing a direct deposit from an employer or a third-party payor
- Using any Visa ReadyLink participating merchant
- Receiving a Visa Direct transfer from a third party

A. Direct Deposit

Your Account may be used to receive one-time or recurring direct deposits of payments, such as government benefits, tax refunds or wages. If you have arranged for recurring direct deposits to your Account from the same person or company, you can find out if the deposit has been made by accessing your Account transactions via the indi mobile application, or by emailing support@goindi.com, calling 833-285-1736 (voice), calling 866-317-9343 (TTY), or write PNC Bank – Indi c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098.

The Third Party Payor is responsible for instructing us to load the amount of funds onto your Account. We will load funds on to your Account as directed by the Third Party Payor and when funds are provided to us. We are not responsible for any delay in loading funds or failure to load funds to your Account caused by the Third Party Payor. Once the funds are loaded onto your Account, you may use your Account for the types of transactions described in this Agreement.

The Third Party Payor retains the right to deduct funds from your Account in order to correct a previous error or overpayment to you or for other reasons. You hereby authorize us to accept instructions from the Third Party Payor to add or deduct funds from your Account and, in the case of a deduction, to return those funds to the Third Party

Payor. If you have a dispute with the Third Party Payor about the amount loaded onto or deducted from your Account, you agree that we will not be involved in that dispute and that you will resolve that dispute directly and solely with the Third Party Payor.

B. Availability of Deposits

Funds deposited to or loaded onto your Account are made available for withdrawal or payment to a third party in accordance with the Indi Funds Availability Policy, which is attached to this Agreement. If you have any further questions about the Indi Funds Availability Policy, email support@goindi.com, call 833-285-1736 (voice), call 866-317-9343 (TTY), or write PNC Bank – Indi c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098.

C. Deposit/Load Restrictions

The maximum daily deposit/load limit is \$5,000, and the maximum deposit/load limit in any 30 day period is \$10,000. The maximum amount of value that can reside on the Account at any time is \$10,000.

In addition, the following deposit/load limits apply to your Account:

- Maximum deposit/load at a Visa ReadyLink merchant location and/or PNC ATM (combined) is \$1,000 per day and \$2,000 in any 30 day period.
- Maximum deposit/load via direct deposit is \$5,000 per day and \$10,000 in any 30 day period.
- Visa Direct transfers may not exceed \$1,000 per transfer, \$1,000 per day, \$1,500 within any 7-day period, or \$3,000 in any 30-day period. No more than nine (9) Visa Direct transfers may be conducted within any 30-day period.

We may, in our sole discretion, permit you to maintain a higher balance limit or to have a higher daily deposit/load limit if you elect to have funds directly deposited to your Account by your employer or other payor. We may increase or decrease these limits from time to time in our sole discretion.

We reserve the right to accept or reject any request to load value to your Account at our sole discretion.

All deposits accepted by us are subject to verification. You should retain your copy of the receipt and/or any other document that evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt. We will not be responsible for any deposit we do not receive, and our records will be conclusive proof of receipt or non-receipt of a deposit. We reserve the right to make adjustments to your Account balance for computational or other errors.

If we must pay any fees to collect your deposit, including attorneys' fees we may incur, we will charge them to your Account, and we may impose a service charge for the collection. All deposits, load credits and transfers to your Account are subject to review for compliance with applicable law, including without limitation to the Office of Foreign Asset

Control (OFAC) compliance. This may result in delays in posting items to your Account or refusal to accept deposits or perform transfers. We will have no obligation to provide you with notice of any non-payment, dishonor or protest regarding any items credited or debited to your Account.

4. In Case of Errors or Questions about Your Transactions

In Case of Errors or Questions About Your Account, Telephone us at **833-285-1736 (voice)** or **866-317-9343 (TTY)**, or Write us at **PNC Bank – Indi c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098** as soon as you can, if you think an error has occurred with your Account. We must allow you to report an error until 120 days after the transaction allegedly in error was debited or credited to your Account. You may request a written history of your transactions at any time by calling us at **833-285-1736 (voice)** or **866-317-9343 (TTY)**, or Write us at **PNC Bank – Indi c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098**.

You will need to tell us:

- Your name and Card number
- Why you believe there is an error, and the dollar amount involved
- Approximately when the error took place

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

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

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

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

If you need more information about our error-resolution procedures, call us at 833-285-1736 (voice) or 866-317-9343 (TTY), or write us at support@goindi.com or PNC Bank – Indi c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098.

5. Lost or Stolen Card

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe an electronic transaction has been, or will be, made without your permission. Calling us is the best way of keeping your possible losses to a minimum.

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer funds from your Account without your permission, call 833-285-1736 (voice) or 866-317-9343 (TTY), or write us at PNC Bank – Indi c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098.

Tell us at once if your transaction history (provided to you online or through the mail) indicates a transaction that you did not make. You will not be liable for any unauthorized use of your Card and/or Account if you notify us of the loss, theft or unauthorized use of your Card within 120 calendar days from the time the transaction is debited or credited to your Account. If you do not notify us within 120 calendar days, you may not get any money back you lost after 120 calendar days if we can prove that we could have stopped someone from making those transactions had you told us in time.

6. Stop Payments

You understand and agree that you only have the right to stop payment on recurring preauthorized payments/transfers (and not any other types of transactions) made with your Card.

If you have authorized recurring payments/transfers from your Card at least once every 60 days, you can stop those payments. In order to stop those payments, we must receive your request at least 3 Business Days before the payment is scheduled to be made. You will need to provide the following to us:

- Your name
- Your Card number
- Name of the person or company to whom the payment is scheduled to be made
- Amount of the payment you wish to stop

You will need to call us at either 833-285-1736 (voice) or 866-317-9343 (TTY), or write us at PNC Bank – Indi c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

If the recurring payments/transfers from your Card will vary in amount, the person you are going to pay will tell you 10 days before each payment how much the payment will be and when it will be made. Or, you may tell the person you are going to pay to send you a notice only when the amount would fall out of the limits you have set.

If you order us to stop payment of a recurring payment/transfer at least 3 Business Days or more before it is scheduled to occur, and we do not do so, we will be liable for your losses or damages.

7. Receipts and Statements

You will receive or have the option to receive a receipt at the time you enter into any transaction using an ATM or POS terminal. Receipts may not be provided for Foreign Transactions. Account transactions will also be reflected on your transaction history provided online or through the mail.

You may obtain confirmation that a recurring electronic payment (such as wages or government benefits) has been made to your Account by accessing your Account transactions via the indi mobile application, by signing up to receive email and/or text alerts, by emailing support@goindi.com, calling 833-285-1736 (voice), calling 866-317-9343 (TTY), or writing PNC Bank – Indi c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098.

You may obtain information about the amount of money you have remaining on your Account by reviewing your balance via the indi mobile application, by emailing support@goindi.com, calling 833-285-1736 (voice), calling 866-317-9343 (TTY), or writing PNC Bank – Indi c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098. This information, along with a 12-month history of Account transactions, is also available via the indi mobile application.

You also have the right to obtain at least 24 months of written history of Account transactions by emailing support@goindi.com, calling 833-285-1736 (voice), calling 866-317-9343 (TTY), or writing PNC Bank – Indi c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098. You will not be charged a fee for this information unless you request it more than once per month.

8. Failure to Make Transfers

If we do not complete a transfer to or from your Account on time or in the correct amount in accordance with the terms of this Agreement, we will be liable for your direct losses and damages. However, we will not be liable in the following circumstances:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer
- If the transfer will exceed the transfer limitations for your Account
- If the ATM where you are conducting the transaction does not have enough cash
- If the ATM, POS terminal, or other terminal or system was not working properly and you knew about the problem when you started the transfer
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- If we have reason to suspect that the transaction is unauthorized, or we have placed restrictions on the use of the Card and/or Account for security reasons
- If the funds in your Account are frozen (for example, because of a court order) and we are not legally permitted to complete the transaction
- If you have failed to use your Account, the ATM or other electronic device in accordance with our instructions

There may be other instances, either stated in this Agreement or other applicable account or electronic transfer service agreements we have with you, in which we will not be liable for our failure to complete a transfer to or from your Account on time or in the correct amount.

9. Disclosure of Account Information

You authorize us to share information about you and your account with affiliates and third parties, unless the law or our Privacy Notice prohibits us from doing so. Please see our Privacy Notice for your choices about information sharing.

10. Duties and Liabilities

You agree to regularly review your Account balance and transaction history to discover any unauthorized transactions or errors, and you agree to notify us of any errors as soon as possible, but in no event later than 120 days from the date the transaction you are questioning is debited or credited to your Account.

You may access your Account balance and transaction history in the following ways:

- By accessing the indi mobile application
- By emailing support@goindi.com
- By calling 833-285-1736 (voice) or 866-317-9343 (TTY)
- By reviewing written transaction histories that you may request to be mailed to you pursuant to the terms of this Agreement

11. Alerts and Indi Mobile Services

You may manage your Account from any eligible mobile device by downloading and registering via the indi mobile application. Please see the Indi Digital Terms of Use for details.

12. Tax Estimation Services

In addition to the payment services described in this Agreement, numo, LLC may provide estimated tax information via the indi mobile application. numo, LLC provides this information based on data you choose to provide to us, data we obtain through your usage of the indi mobile application, website, and/or other Account functionality, and data we obtain from third parties with your consent.

WE ARE NOT PROVIDING TO YOU, AND THE SERVICES PROVIDED HEREUNDER ARE NOT AND SHALL NOT BE DEEMED OR CONSTRUED TO BE, LEGAL, FINANCIAL, ACCOUNTING OR INVESTMENT ADVICE OR RECOMMENDATIONS. THE SERVICES ARE INTENDED TO ONLY ASSIST YOU IN YOUR FINANCIAL ORGANIZATION AND IS BROAD IN SCOPE. YOUR FINANCIAL SITUATION IS UNIQUE, AND ANY INFORMATION PROVIDED THROUGH THE SERVICES MAY NOT BE APPROPRIATE FOR YOUR SITUATION. ACCORDINGLY, YOU SHOULD CONSULT WITH YOUR OWN LEGAL, FINANCIAL, ACCOUNTING OR INVESTMENT ADVISORS WHO ARE FULLY AWARE OF YOUR INDIVIDUAL CIRCUMSTANCES. FURTHER, YOU

AGREE THAT INDI IS NOT ACTING AS YOUR AGENT OR FIDUCIARY IN CONNECTION WITH YOUR USE OF THE SERVICES.

13. Arbitration Provision

READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. Under the terms of this Arbitration Provision, and except as set forth below, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it.

YOUR RIGHT TO OPT OUT; EFFECT OF ARBITRATION. This Arbitration Provision will apply to you and us as of the date your Account was opened (or, if you are an existing Account holder, as of the date you were first notified of the addition of this Arbitration Provision to this Agreement), unless you opt out by providing proper and timely notice described below under "Right to Opt Out."

If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or jury decide the Claim; (2) engage in information gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general action or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person.

This Arbitration Provision will survive the termination of this Agreement. See further details below.

Definitions

"We," "Us" and "Our." Solely used in this Arbitration Provision, the terms "we," "us" and "our" also refer to (1) our employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors and assigns; and (2) any failed bank to the extent of the assets acquired by us or our affiliates.

"Claim." A "Claim" subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to this Agreement, your Account, the events leading up to your becoming a Account holder (for example, advertisements or promotions), any feature or service provided in connection with your Account or any transaction conducted with us related to your Account.

Notwithstanding the foregoing, the term "Claim" excludes: (a) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court

or your state's equivalent court, unless such action is transferred, removed or appealed to a different court.

Arbitration Procedures

A. Agreement to Arbitrate Claims

Except if you opt out as provided below, you or we may elect to arbitrate any Claim.

B. Electing arbitration

If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing (the "Notice"). Your Notice to us shall be sent to PNC Bank, N.A., Legal Department, One PNC Plaza (21st Floor), 249 Fifth Avenue, Mailstop: P1-POPP-21-1, Pittsburgh, PA 15222, Attn: Notice of Arbitration (the "Notice Address"). Our Notice to you shall be sent to the most recent primary address we have for you in our records. Any arbitration hearing that you attend will take place in a venue in the county where you reside unless you and we agree otherwise. If a party files a lawsuit in court asserting a Claim and the other party elects arbitration, such Notice may be asserted in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of Claims asserted by the plaintiff in a lawsuit filed in court). In the event that a court grants a motion to compel arbitration, either party may commence the arbitration proceeding in accordance with the rules and procedures of one of the arbitration administrators specified in this section.

C. Arbitration costs

We will pay the filing, administrative, and/or arbitrator's fees ("Arbitration Fees") that we are required to pay pursuant to the administrator's rules or the law. In addition, with respect to Arbitration Fees that you are required to pay under the administrator's rules in connection with an individual arbitration you have commenced against us, (i) if the amount of your Claim does not exceed \$75,000 and we receive a written request by you at the Notice Address, we will pay or reimburse you for your payment of said Arbitration Fees; (ii) if the amount of your Claim exceeds \$75,000 and we receive a written request by you at the Notice Address, we will consider paying said Arbitration Fees if you are unable to pay them and cannot obtain a waiver or reduction of them from the arbitration administrator.

D. Arbitration administrator and rules

The party electing arbitration must choose between one of two administrators: (1) the American Arbitration Association ("AAA"), or (2) JAMS. The administrator chosen will apply its rules and/or codes of procedures in effect at the time arbitration is elected. You may obtain a copy of the rules/codes, and more information about initiating an arbitration, by (1) contacting AAA at 1-800-778-7879 or visiting www.adr.org, or (2) contacting JAMS at 1-800-352-5267 or visiting www.jamsadr.com. The arbitrator is bound by the terms of this Agreement. If neither AAA nor JAMS can

serve, the parties may agree on another administrator, or a court may appoint one.

E. What law the arbitrator will apply

The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act (FAA), which would apply if the matter had been brought in court.

F. The arbitrator's decision and award; attorney fees

At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply under applicable law, as limited in Section E. above, to an individual action brought in court. In addition, with respect to claims asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, or if applicable law requires us to do so.

G. Effect of arbitration award; appeal

The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act.

Federal Arbitration Act

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision.

CLASS ACTION WAIVER

IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT: (A) TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; OR (B) TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON. NO ARBITRATOR SHALL HAVE AUTHORITY TO CONDUCT ANY ARBITRATION IN VIOLATION OF THIS PROVISION OR TO ISSUE ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN YOU AND/OR US INDIVIDUALLY. THE PARTIES ACKNOWLEDGE THAT THE CLASS ACTION WAIVER IS MATERIAL AND ESSENTIAL TO THE ARBITRATION OF ANY CLAIMS AND IS NON-SEVERABLE FROM THIS ARBITRATION PROVISION. IF THE CLASS ACTION WAIVER IS VOIDED, FOUND UNENFORCEABLE, OR LIMITED WITH RESPECT TO ANY CLAIM FOR WHICH YOU SEEK CLASS-WIDE RELIEF, THEN THE PARTIES' ARBITRATION PROVISION (EXCEPT FOR THIS SENTENCE) SHALL BE NULL AND VOID WITH

RESPECT TO SUCH CLAIM, SUBJECT TO THE RIGHT TO APPEAL THE LIMITATION OR INVALIDATION OF THE CLASS ACTION WAIVER. HOWEVER, THE ARBITRATION PROVISION SHALL REMAIN VALID WITH RESPECT TO ALL OTHER CLAIMS. THE PARTIES ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED.

Conflicts; Severability; Survival

This Arbitration Provision is intended to be broadly interpreted. In the event of a conflict between the provisions of this Arbitration Provision and the AAA or JAMS rules, or any other terms of the Agreement, the provisions of this Arbitration Provision shall control. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver. This Arbitration Provision shall survive (1) the closing of your Card and/or Account and the termination of any relationship between us, including the termination of the Agreement, and (2) survive any bankruptcy to the extent consistent with applicable bankruptcy law.

RIGHT TO OPT OUT

You may opt out of this Arbitration Provision by calling us toll free at 1-855-762-2432, or by sending us a written notice which includes your name, Card number, and a statement that you do not wish to be governed by the Arbitration Provision in your Agreement (the "Opt Out Notice"). To be effective, your written Opt Out Notice must be (1) sent to us by first class mail or certified mail, return receipt requested, at PNC Bank, P.O. Box 535229, Pittsburgh, PA 15253-5229, Attn: Arbitration Opt Out, and (2) signed by you including the information set forth above. We must receive your telephone call or written notice within forty-five (45) days after either (i) the date we first notified you of the addition of this Arbitration Provision to this Agreement or (ii) the day you open your Account, whichever is later. Your decision to opt out will not affect any other provision of this Agreement.

14. Other Legal Terms

A. Governing Law

This Agreement will be governed by federal law and where not in conflict with federal law, the laws of the State of Delaware, without regard to conflict of law principles.

B. Right of Set Off

We have the right to set off against your Account for any indebtedness owed by you to us, whether individually or jointly owed. We may exercise our right of set off without advance notice to you and without regard to any other right which we may have against you or any other person or entity. We may also freeze or place a hold on your Account without setting off in order to investigate any dispute or claim. We will not be liable for any dishonor of a transaction that results.

You grant us a security interest in the balance on the Account and in any other individual and joint accounts in your name, including joint accounts owned by husband and wife, to pay all loans, overdrafts or other obligations or other indebtedness now or hereafter owing to us by you.

Our security interest and right of set off will prevail and take priority over any claim, change of ownership, pledge, attachment, garnishment, levy, court order or other legal process of any kind whatsoever. Should one of these events occur, we may take any action permitted or required by law.

C. Legal Process

Should we receive any legal process or legal notice instructing us to restrict your Account use, withhold, seize or turnover funds in your Account, or otherwise affect your Account, you acknowledge and agree that we may comply with such legal process or legal notice. In complying with any legal process or legal notice, you acknowledge and agree that we may limit or suspend access to your Account, refuse to permit withdrawals or transfers from or loads to your Account, and take any other action we deem appropriate or legally required in our discretion, without regard to the ownership or original source of the funds on your Card. We will not contest any legal process or legal notice on your behalf.

D. Changes to this Agreement

We may change the terms of this Agreement, including any fees and/or features of the Account, from time to time and for any reason, except as prohibited by applicable law. If required by applicable law, we will notify you of changes.

E. Notices

Notices from you to us will be effective upon our receipt and reasonable time to process. Unless otherwise noted, we will send notices by delivering them to you in the manner agreed to by you and us.

F. Waiver

Failure by us to exercise any of our rights under this Agreement shall not be deemed a waiver of any of our rights.

G. Non-Transferable

Any rights in your Account are not transferable except in accordance with applicable law.

H. Severability

In the event that one or more provisions of this Agreement shall for any reason be held invalid or illegal, such holding will not affect the enforceability of any other provision.

I. Force Majeure

We will have no liability for any delays or failure of performance caused in whole or in part by fire, labor disputes, power failures, acts or omissions of civil

authorities, civil disturbances, computer malfunction, or any causes beyond our control.

J. Limitation of Liability

You agree that in performing the duties imposed under this Agreement in no event will we be liable for any consequential, indirect or special damages.

K. Call Recording; Consent for Service Calls

By providing telephone number(s) to us at any time, you authorize us and our affiliates and designees to contact you regarding this Account and any personal account(s) or business account(s) for which you are an authorized signer, whether the account(s) are with us or our affiliates, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded

messages or text messages, even if charges may be incurred for the calls or text messages; and you consent that any phone call with us may be monitored or recorded by us.

L. Credit Bureau Reporting Notice

You are hereby notified that a negative credit report reflecting on your credit report may be submitted to a consumer (credit) reporting agency, such as Early Warning Systems if you fail to fulfill the terms of your obligations under this Agreement. If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by emailing support@goindi.com, calling 833-285-1736 (voice), calling 866-317-9343 (TTY), or writing to PNC Bank – Indi c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098.



Indi Card Schedule of All Fees

All fees	Amount	Details
Opening and Usage		
Card Opening	\$0	
Monthly Fee	\$0	
Purchase Fee	\$0	Signature, PIN or PIN with cash back.
Reload Funds via Direct Deposit	\$0	
Cash Reload (via PNC ATM)	\$0	Only available at PNC ATMs that accept deposits. To find an ATM, access the ATM finder in the indi mobile application or on pnc.com.
Cash Reload (via Visa ReadyLink merchants)	Up to \$4.95	We do not charge a fee for reloading funds. However, a service charge may be assessed by the Visa ReadyLink merchant. This fee may vary by merchant.
Online Banking and Telephone Banking		
Balance Inquiry	\$0	Via Online or Automated Phone.
Text and Email Alerts	\$0	Your wireless carrier may charge you standard text message rates.
ATM and Card Transactions		
In-Network (PNC ATMs) ATM Withdrawal Fee or ATM Balance Inquiry Fee	\$0	Per withdrawal or balance inquiry at PNC Bank ATMs.
Out-of-Network (Non-PNC ATMs) ATM Withdrawal Fee or ATM Balance Inquiry Fee	\$3.00	Per withdrawal or balance inquiry at non-PNC ATMs in the United States, Canada, Puerto Rico and U.S. Virgin Islands. Other financial institutions and/or ATM operators may charge for using their ATMs.
International ATMs ATM Withdrawal Fee or ATM Balance Inquiry Fee	\$5.00	Per withdrawal or balance inquiry at non-PNC ATMs in all other countries. Other financial institutions and/or ATM operators may charge for using their ATMs.
Teller Withdrawal	\$0	Additional charges may be assessed by the other financial institution.
Foreign Transaction Fee	3%	Fee calculated on the U.S. dollar amount of each international transaction.
Other Card Charges and Services		
Online Statements	\$0	Transaction history is available via the indi mobile application.
Recurring Paper Statements	\$2.00	Per month. We do not charge a fee for individual, non-recurring paper statement requests.
Card Replacement	\$7.50	
Express Card Delivery	\$25.00	
Balance Refund/Paper Check	\$10.00	For a refund of outstanding balance.

Your funds are eligible for FDIC insurance. Your funds will be held at PNC Bank, National Association and insured up to the maximum amount permitted by law.

No overdraft/credit feature.

If you have questions related to your indi account, call 833-285-1736 (voice), call 866-317-9343 (TTY), email support@goindi.com, or write PNC Bank – Indi c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098.

For general information about prepaid accounts, visit cfpb.gov/prepaid.

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

Indi Funds Availability Policy

Effective July 29, 2020

Introducing Our Funds Availability Policy

Our Indi Funds Availability Policy provides detailed information about when funds you deposit (reload) on to your indi account will become available for your use.

Please take a moment to review this Policy. By understanding how we make your deposits of funds available, it will be easier for you to manage your indi account.

Business Days

Every day except Saturday, Sunday and a federal holiday is a business day.

Same-Day Availability

Funds from the following deposits to your account will be available on the day we receive the deposit:

- Cash deposits made at a Visa® ReadyLink merchant
- Cash deposits made at PNC ATMs that accept deposits
- Visa® Direct deposits

Funds from ACH transfers, such as direct deposits and bank transfers, are available on the same business day as the day of their deposit if received prior to our cut-off time of 8:30 p.m. ET. If a deposit is received via ACH transfer after our cut-off time or on a day that is not a business day, funds from this deposit are available on the next business day.

Your Responsibility

If you have further questions about this Indi Funds Availability Policy, please email support@goindi.com, call 833-285-1736 (voice), or call 866-317-9343 (TTY).

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