

# Online Access Agreement

## Version Effective February 9, 2024

This Online Access Agreement (the “Access Agreement or the “Agreement”) governs your use of:

- axosbank.com
- Axos® Bank Business Online Banking
- axos.com/invest
- axos.orbisfn.com
- onlinebanking.ufbdirect.com
- Axos Clearing portals
- Axos® Treasury Management
- Axos Bank® App
- Axos Agent App
- Axos Bank Business Mobile Banking
- UFB Direct® Mobile App
- Axos Client Portal

In this Agreement, “Service” or “Services” refers to all Axos Bank Online, Axos Bank Business Online, Axos Bank Mobile, Axos Invest LLC, Axos Invest, Inc., Axos Clearing LLC (including through its Axos Advisor Services division) or UFB Direct online and mobile services, plus all the Eligible Accounts and Online Financial Services you can access via a Website after entering into this Agreement, as described further below.

Please read this Agreement carefully. By selecting “I Agree” below, or by using the Service or authorizing a person to use the Service on your behalf, you agree to the terms and conditions of this entire Agreement.

This Agreement contains important information about the Service. You are responsible for ensuring that all authorized signers on your account are familiar with our Agreement. We recommend you retain a copy of this Agreement (and any other notices you receive regarding changes to this Agreement) for as long as you maintain an account with us.

This Agreement covers, among other things:

- Your obligations as a user of the Service.
- Waiver of “two or more signature” requirements on accounts.
- How you receive notices and disclosures.
- Your agreement with us to resolve disputes in the manner set forth below, which requires in most cases arbitration on an individual basis rather than jury trials or class actions.
- Limitations on our liability to you.
- Your mutual agreement with us that federal law and California law will control this Agreement, without regard to conflict-of-law rules, unless otherwise specified.

Axos Bank customers: If you have any questions regarding this Agreement, please call 1-888-502-2967.

Axos Invest customers: If you have any questions regarding this Agreement, please call 1-888-585-4965.

For any Service made available by Axos Clearing LLC (“Axos Clearing”), if you have questions, please contact your representative at your advisor or brokerage firm that introduced your account to Axos Clearing.

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## Definitions

**We, Us, Our, and Axos** - Axos® Financial, Inc. and any of its affiliates or direct or indirect subsidiaries, when any of them have established an Eligible Account or provided an Online Financial Service. We, Us, Our, or Axos shall also refer to the relevant Axos entity in the context of a Service that such Axos entity provides or makes available.

It also includes “Axos Securities” which refer to Axos Clearing LLC (including its Axos Advisor Services division), Axos Invest LLC, Axos Invest, Inc., and Axos Digital Assets LLC. Axos Invest LLC and Axos Invest, Inc. may be collectively referred to as “Axos Invest” where appropriate.

**You or Your** - Each owner of an Eligible Account, a person applying for an Eligible Account, or Eligible Beneficiary entitled to online access of a Trust and Investment Management Account, or a Delegate or Authorized Representative.

**Access Device** - Means a card, code, or other means of access to a consumer’s account, or any combination thereof (including username and password) that may be used by the consumer to initiate electronic fund transfers.

**Authorized Representative** - A person with authority (actual or apparent) to take action or make decisions with respect to an Eligible Account or an Online Financial Service. This definition includes any person (i) who has actual or apparent authority to access, manage, administer, or transact business for an Eligible Account or an Online Financial Service, regardless of whether that person has signed a signature card or other relevant documentation, (ii) who an owner provided online credentials to for an Eligible Account or Online Financial Service, or (iii) who is a Delegate.

**Business** - Any person or entity other than a Consumer with an Eligible Account where an Online Financial Service is requested.

**Business Day** – For bank products, every day is a Business Day except Saturdays, Sundays, and federal banking holidays. For brokerage accounts, every day is a Business Day except Saturdays, Sundays and U.S. stock exchange holidays.

**Consumer** - A natural person (not a business or other entity) age thirteen (13) or older, with an Eligible Account for which an Online Financial Service is requested primarily for personal, family, or household purposes. Any access to or use of the Service by anyone under thirteen is unauthorized, unlicensed and in violation of this Access Agreement.

**Eligible Account** - Each product that you own or have applied for that is accessible through a Website. Eligible Accounts include deposit accounts, loans, lines of credit, investment products, brokerage accounts, rewards accounts, and other products or accounts you have with us.

**Eligible Beneficiary** - A person named in the governing document of a Trust and Investment Management Account, or similar form, as the recipient or potential recipient of funds from the account. An Eligible Beneficiary is entitled to have online access to that account.

**Financial Management Software** - Quicken®, QuickBooks®, Turbo Tax®, Xero, and other financial management software we may identify on a Website.

**Include or Including** - When used at the beginning of a list of one or more items, indicates that the list contains examples. The list is neither exclusive nor exhaustive, and the items in the list are intended only as illustrations.

**Mobile Service** - Each of the products and services you may access through the Service using a Mobile Device, including Mobile Banking Services. These products and services may be accessed through browsers, apps, and text banking, for example. Not all Eligible Accounts are accessible through the Mobile Service.

**Mobile Device** - A cell phone, smartphone, tablet, or any other handheld or wearable communication device satisfying the hardware and software requirements we specify.

**Online Access Process** - The term Online Access Process includes:

- The terms under which you're allowed to access and use the Service via a Website.
- The process used to access the Service (including required security procedures) via a Website.
- Our right to change, suspend, or terminate all or part of the Service, this Agreement, or your access to the Service.

**Online Financial Service** - The term Online Financial Service includes:

- Each product or service you may access or enroll in through a Website, including the Mobile Service. Not every product or service made available through the Online Financial Service may be available through the Mobile Service.
- Actions you take, and instructions you give us, through a Website about opening or maintaining Eligible Accounts.

The term Online Financial Service does not include an Eligible Account.

**Service or Services** - All Axos Online, Axos Business Online, Axos Bank Online, Axos Bank Business Online, Axos Bank Mobile, Axos Invest, Axos Clearing or UFB Direct services, plus all the Eligible Accounts and Online Financial Services you can access via a Website or mobile device as part of entering into this Agreement.

**Trust and Investment Management Account** - Each Axos investment management or trust account you have with us that is an Eligible Account, including trust administration, investment management, fiduciary, and certain custodial accounts.

**Website** - The term Website includes:

- All Axos Bank Online, Axos Bank Business Online, Axos Bank Mobile, UFB Direct, Axos Clearing, or Axos Invest online services and all other web pages maintained by us and accessible through [axosbank.com](http://axosbank.com), [ufbdirect.com](http://ufbdirect.com), [axosinvest.com](http://axosinvest.com) or [corclearing.automatedfinancial.com](http://corclearing.automatedfinancial.com).
- Any other Axos website or web pages you can access only after you or an Authorized Representative enter into this Agreement.

The term Website does not include any Axos website with its own separate agreement governing online access.

## About this Agreement

### Description

The Online Service is subject to this Agreement.

### Other Agreements with Us

In addition to this Agreement, you may have a separate agreement with us or separate terms and conditions may apply for each of your Eligible Accounts and Online Financial Services. Those agreements and terms and conditions will continue to apply to each of those accounts or services.

### Conflicts between Agreements

If this Agreement conflicts with or is inconsistent with another agreement with us or separate terms and conditions, then the other agreement or separate terms and conditions will control and take precedence, unless this Agreement specifically states otherwise. The other agreement or separate terms and conditions will only control with respect to the Eligible Account or Online Financial Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. The following exceptions apply to the general rule described above: If another agreement you have with us or separate terms and conditions includes terms that address the Online Access Process, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement or separate terms and conditions that address the Online Access Process.

## The Service

### Description

Under the terms and conditions of this Agreement, you may use the Service to:

- Access your Eligible Accounts;
- Obtain Online Financial Services; and
- Perform authorized transactions through a Website.

For your Eligible Accounts, transactions available to you may include obtaining balance information, transaction history and other information. For some Eligible Accounts, the balances and transaction history may only show activity as of the close of the previous Business Day.

### Owners, Joint Account Owners, and Authorized Representatives

If an Eligible Account is owned by more than one person (joint account), or has an Authorized Representative, each person may provide us with instructions (written, electronic, or oral); make any decision; obtain any information; or make any request associated with the Eligible Account and related Online Financial Services, to the extent allowed by agreements covering the Eligible Account.

Each owner of an Eligible Account, and Authorized Representative, will need to individually enroll in the Service to access it, and will each need a unique password and username.

### Signature Requirement Waiver

Any requirement to verify two or more signatures on any item (such as a check) does not apply to electronic or telephone transfers.



## Summary of Acknowledgements

You agree that:

- Each Account Owner or Authorized Representatives will be acting as your agent and will be bound by this Agreement and any separate agreement governing the Eligible Account or Online Financial Service. We may rely and act on the instructions of any Authorized Representative.
- All transactions that an Account Owner or Authorized Representative performs on an Eligible Account or Online Financial Service, including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions.
- You are solely responsible for supervising all of your Authorized Representatives, and monitoring the actions they take on your behalf.
- You will be responsible for ensuring each Account Owner or Authorized Representative maintains the confidentiality of that person's username, password, or other login identification.

## Access

### Accessing Eligible Accounts and Online Financial Services

You authorize us to provide access to your Eligible Accounts and Online Financial Services through the Service. You may access your Eligible Accounts and Online Financial Services through a Website to obtain information and perform transactions authorized on a Website.

To access your Eligible Accounts and Online Financial Services through a Website, you need a username, a password, and required hardware and software (see the particular Website for details). To complete your enrollment in the Service, you will be required to validate your email address. Additionally, you are required to maintain an email address that is continuously operational to receive email communications from us in order to continue to access your Eligible Accounts and Online Financial Services through a Website. You must provide all computer, telephone, and other equipment, software (other than any software provided by us), and services you need to access the Service. You also have to comply with any other security procedures we may establish.

When using the Mobile Service, you may generally access certain Eligible Accounts through the mobile browser or our mobile apps, or get certain information through text messaging or push notification on a Mobile Device. In order to do so, you must provide us with (and maintain) a valid mobile phone number, which you are the owner of or have the delegated legal authority to act on behalf of the mobile subscriber.

### Account Linking and Display

Once you enroll for the Service, you may be able to link and display certain Eligible Accounts. Eligible Accounts that are linked and displayed through the Mobile Service may be subject to certain limitations and restrictions.

Eligible Accounts will appear on your account summary page on a Website without regard to who else may have an ownership interest in each Eligible Account.

### Availability and Unavailability of Service

Subject to the terms of this Agreement, you'll generally be able to access your Eligible Accounts and Online Financial Services through a Website 7 days a week, 24 hours a day.

Sometimes the Service may be unavailable due to system maintenance or circumstances beyond our control. During these times, you may be able to call Online Customer Service at 1-888-502-2967, use an Axos Online Access Agreement | 9

ATM, or visit a branch to obtain information about your Eligible Accounts. For self-directed brokerage accounts and services, use our touch-tone service if you are enrolled, contact Axos Invest Customer Support at support@axosinvest.com, or call 1-(888)-585-4965. For any Service made available by Axos Clearing, please contact your representative at your advisor or brokerage firm that introduced your account to Axos Clearing.

### Terminating Online Access

This Agreement will be in effect from the date we accept your enrollment in the Service and at all times while you are using the Service or any Online Financial Service. Unless otherwise required by applicable law or regulation, we can terminate this Agreement and/or your access to any Eligible Account or Online Financial Service through the Service, in whole or in part, at any time. For example, we may terminate your access to the Services due to inactivity, at any time. We also may terminate access upon proper notification of death. We will try to notify you in advance of any termination, but are not required to do so.

If you violate any terms of this Agreement (including non-payment of fees under any applicable fee schedule) or any other agreement you have with us, you agree that we may suspend or terminate your access to any of your Eligible Accounts and Online Financial Services. We are not required to reinstate or re-activate your access.

If you close all your Eligible Accounts, terminate your Online Financial Services, or withdraw from the Service, we may suspend or terminate your access without prior notification. We are not required to reinstate or re-activate your access. If reinstated, the then-current terms of this Agreement will control.

If you want to remove online access for an Eligible Account, secure message us through the Service, email or call:

- Axos Bank, UFB Direct, at 1-888-502-2967
- Axos Invest accounts, call 1-(888)-585-4965
- Accounts introduced to Axos Clearing, please contact your representative at your advisor or brokerage firm.

### Business Eligible Accounts: Additional Provision

If you have a Business Eligible Account or Business Online Financial Service, before authorizing access to the Service, we may require (based on terms, conditions, or other agreements) any Authorized Representative to enter into this Agreement, as amended.

## Electronic Fund Transfers Timing (General)

Unless a Website or our other agreements with you say otherwise, electronic fund transfers completed through the Service before the transfer cut-off time on a Business Day will be posted to your Eligible Account the same day. Line of credit, loan and mortgage transactions may take up to three Business Days to process, but will post as of the Business Day the transaction was made.

All transfers completed after the transfer cut-off time on a Business Day, or on a day that is not a Business Day, will be posted on the next Business Day.

Please note that electronic fund transfers:

- **Between financial institutions** will be processed, completed, and posted by the other institution following its own rules.
- **To and from brokerage accounts** may have different transfer cut-off times or posting times.
- Initiated through the Service for **person-to-person** payments may have different transfer cut-off or posting times.

For more information regarding payments, please see your Eligible Account agreement.

## Electronic Fund Transfers Provisions (Consumer Accounts Only)

### Applicability

The provisions in this Section apply only to electronic fund transfers (EFTs) that debit or credit a Consumer's checking, savings, or other asset account and are subject to Regulation E, which implements the federal Electronic Fund Transfer Act. You can find the terms and conditions that apply to EFTs that debit or credit a brokerage account in your brokerage account agreement, not this Agreement.

When applicable, we may rely on any exceptions to the provisions in this Section that are covered in Regulation E.

All terms in this Section not defined in this Agreement but defined in Regulation E will have the meaning given in Regulation E.

### Your Liability

Except for EFTs to or from brokerage accounts (which may contain separate terms and conditions), your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

Event	If you notify us...	Your liability won't exceed...
Loss or theft of access device (Including password).	Within two Business Days after learning of the loss or theft.	Lesser of \$50, OR the total amount of unauthorized EFTs that occur before notice to us.
Loss or theft of access device (Including password).	More than two Business Days after learning of the loss or theft of your access device (including password) up to 60 days after we send you a statement showing the first unauthorized transfer made with access device (including password).	Lesser of \$500, OR the sum of: (a) \$50 or the total amount of unauthorized EFTs occurring in the first two Business Days whichever is less; AND (b) the amount of unauthorized EFTs occurring after two Business Days and before notice to us.
Loss or theft of access device (including password).	More than 60 days after we send you a statement showing first unauthorized EFT made with access device (including password).	<ul style="list-style-type: none"> <li>• For transfers occurring WITHIN the 60 day period: Lesser of \$500, OR the sum of: (a) \$50 or the total amount of unauthorized EFTs occurring in the first two Business Days whichever is less; AND (b) the amount of unauthorized EFTs occurring after two Business Days and before notice to us.</li> <li>• For transfers occurring AFTER the 60 day period, you may have unlimited liability, until you notify us.</li> </ul>
Unauthorized EFT(s) NOT involving loss or theft of an access device (including password).	Within 60 days after we send you a statement on which the unauthorized transfer first appears.	No liability.
Unauthorized EFT(s) NOT involving loss or theft of an access device (including password).	More than 60 days after we send you a statement on which the unauthorized transfer first appears.	Unlimited liability for unauthorized EFTs occurring 60 days after the statement and before notice to us.

If your delay in notifying us was due to extenuating circumstances, we may extend the times specified in the immediately preceding paragraphs to a reasonable period.

Note that these liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and do not apply to business accounts. For any additional terms, please see the agreement you received with your ATM, debit card, and the Eligible Account agreement.

### Errors/Unauthorized EFTs/Questions

Here's how to notify us when you believe that an error, unauthorized EFT, or unauthorized transfer has been or may have been made:

- **Phone.** 1-888-502-2967, 24 hours a day, 7 days a week.
- **Mail.** Axos Bank, P.O. Box 509127, San Diego, CA 92150
- **Online.** Sign on to the Service with your password and use the appropriate form.

To notify us of potential errors in brokerage account transfers involving accounts maintained by an Axos Invest entity, please contact our support team via email at [support@axosinvest.com](mailto:support@axosinvest.com) or (888)-585-4965.

For potential errors in brokerage account transfers involving accounts introduced to Axos Clearing by your advisor or brokerage firm, please contact your advisor or brokerage firm or refer to the terms governing your brokerage account.

To limit your liability for subsequent unauthorized transfers, or to report any other errors, we must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared.

When contacting us about an error or with questions, please tell us:

- Your name and account number (if any).
- About the error or the transfer you question, and clearly explain why you believe it is an error or why you need more information.
- The dollar amount and date of the suspected error.

If you report a problem by phone, we may ask you to submit your complaint or question in writing within 10 Business Days. We'll determine whether an error occurred within 10 Business Days after we hear from you and will promptly correct any error. If we need more time to conduct our investigation, we'll notify you of our need for an extension of up to 45 days. If we decide to do this, we'll provisionally credit your account within 10 Business Days for the amount you think is in error, so you can use 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 don't receive it within 10 Business Days, we may not provisionally credit your account.

Log in to online banking to send a secure message to check on the status of your request.

For errors involving new accounts, point-of-sale or foreign-initiated transactions, our investigation may take up to 90 calendar days. 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 (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You can ask for copies of the documents that we used in our investigation.

## Documentation

You will receive a receipt each time an ATM is used to make an electronic transfer to or from your Eligible Account, unless you are notified otherwise before completing the transaction. The receipt is evidence of the transaction as recorded by the ATM or the Service; all transactions are subject to posting, final payment, or verification. You can use the receipt to reconcile the statement for the Eligible Account.

You have the right to find out whether an EFT was credited to or debited from your Eligible Account. To do so, contact us at the number listed on your statement for your Eligible Account.

We'll send you a monthly statement if there are EFTs in a particular month. Otherwise, we'll send you a statement at least quarterly.

## Handling Preauthorized Payments (Recurring)

Right to stop payment: If you have told us in advance to make regular (recurring) payments out of your account, you can stop any of these payments. Here's how: Call 1-888-502-2967, or secure message us through the service in time for us to receive your request three (3) Business Days or more before the

payment is scheduled to be made. 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. Stop payment fees may apply. Please refer to the account agreement governing your Eligible Account(s) for more information.

Notice of varying amounts: If the amount of these regular (recurring) payments vary, the party you are going to pay should tell you 10 days before each payment when it will be made and how much it will be. (The party you are going to pay may allow you to choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment: If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will pay for your losses or damages.

### Our liability for failure to make transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable if:

- Through no fault of ours, you do not have enough money in your account to make the transfer,
- The transfer would go over the credit limit on a credit account linked for overdraft protection,
- The Service was not working properly and you knew about the breakdown when you started the transfer,
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken, or
- There is some other exception or limitation of liability stated in any of our agreements with you.

## Online Bill Pay

### Description

Online Bill Pay (“Bill Pay”) lets you schedule bill payments through the Service. You must have at least one Eligible Account accessible through the Service to use Bill Pay. You have to be enrolled in the Service to use Bill Pay. You authorize us to add Eligible Accounts that are credit card or loan accounts as payees in Bill Pay, but depending on your history related to those accounts, we may not automatically establish them as your Bill Pay payees. For certain providers, you may have to provide additional identification information to see the bill detail information from a Website, or you may have to visit your provider’s site directly to see bill detail information.

You can arrange, at your option, for the payment of your current, future, and automatic (recurring) bills from the accounts listed below. Please note that these accounts, called “Funding Accounts,” have certain payment limits, also listed below.

Account type Payment limit

Checking accounts \$10,000 per day; \$30,000 per month

Eligible Accounts that require two or more signatures or authorizations to withdraw or transfer funds may not be used as a Funding Account. A Funding Account must remain linked to the Service in order to use the Funding Account for current, future, and automatic (recurring) Bill Pay payments.

Other than as stated above, there is no limit to the number of payments that may be authorized (except that (i) payments funded with a credit account are limited to the total of the available credit in the account

when payments are made, and (ii) the number of transfers from an eligible money market checking account is limited as detailed in the Account Deposit Account Agreement).

You may pay any payee approved by us in the continental United States, Alaska, and Hawaii, and the following United States Territories: Guam, Puerto Rico, and the Virgin Islands. Payments to a person or business with an APO or FPO address will be made via paper check.

Joint account holders may use the same account as their Funding Account for their individual use of Bill Pay.

If you give us the name and address of a payee, or an image of a payee bill or invoice, you authorize us to follow your payment instructions regarding that payee. In some cases, we may submit payments to the best-known payee name or address. Bill Pay payments sent via paper check with varying payee names may be combined in one envelope if those payments have the same mailing address, and the payee has not registered their full/unique mailing address with the USPS, including their secondary address designation, e.g., Suite, Room, Floor, Dept., Building, or Unit. If we need to, we'll change or reformat your payee account number to match the account number or format required by your payee for electronic payment processing.

Bill Pay is intended for your use only to pay bills and invoices, and not for any other purpose. Using Bill Pay to process payments on behalf of someone other than an owner is prohibited and will be grounds for termination of Bill Pay and your access to the Service.

We may use non-affiliated third parties acting on our behalf to process Bill Pay payments. These third-party processors must adhere to Axos' strict security and privacy-protection standards. Paper checks processed by non-affiliated third parties may show that they were drawn on the third-party processor, rather than on Axos Bank.

The date a Bill Pay payment starts processing is referred to in this Agreement as the "Payment Send On Date." Specific details about the Payment Send On Date will be provided on the Service site when you schedule a Bill Pay payment. We may, at our option, pay or refuse to make bill payments funded by checking accounts or money market accounts if it would create an overdraft on those accounts. This decision remains discretionary regardless of whether we've previously honored or dishonored overdrafts.

If we receive a bill payment drawn against your checking account or money market account, and there are insufficient available funds in that account to cover the payment, we may at our sole discretion:

- Cover the payment by transferring available credit or funds from an account you have linked for Overdraft Protection, or
- Pay the bill payment and create an overdraft on your account, or
- Decline the bill payment, or
- Re-attempt the bill payment the following Business Day (until this second attempt is completed, the payment is pending and cannot be cancelled).

Any negative balance on your Funding Account will be governed by your applicable account agreements with us. If a Funding Account is an eligible line of credit account, we don't have to make a payment unless that account has sufficient available credit to pay the bill on the Payment Send On Date.

Your account's terms and conditions describe "over limit fees" that may apply to you if any bill payments, associated fees, or finance charges cause your credit account balance to exceed the credit limit. The dollar amount of bill payments through your credit account (whether we make these payments electronically or by check) will be charged to that credit account on the Payment Send On Date.

Finance charges (such as interest and transaction fees) may apply to bill payments funded by a credit  
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account; these charges will be shown to you during the payment scheduling process. Please see your credit account agreement and any written disclosure statements for more information.

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

Axos offers a Bill Pay Payment Guarantee that applies to the use of Bill Pay in certain circumstances.

Bill Pay may not be available for brokerage accounts.

### Stop/Change Payment

You have the right to stop or change any scheduled bill payment, if you:

- (1) do so within the Bill Pay secure online session or by calling Axos Customer Service at 1-888-502-2967, and
- (2) have submitted your request in time to provide us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your bill. See Bill Pay Payment Guarantee for further information.

Stop payment requests aren't guaranteed: for example, payees can present paper check payments to their bank before the stop payment has been properly processed, and once a paper check has been cashed by the payee or credited to the payee's account it cannot be stopped.

### Scheduling Payments

When making payments through Bill Pay, please allow enough time for your payee to receive your payment and credit your account properly. To avoid incurring a finance or other charge imposed by your payee, you must schedule a payment sufficiently in advance of the payment due date, so that the delivery date is before the payment due date.

Bill Pay payments sent by check will show the payer of the check as the "Name on Bill" you have provided for that payee record.

Payments must be scheduled before 2:00 pm Pacific Time to be processed on that day. We will withdraw funds from your Funding Account on the Business Day following your Payment Send On Date. Your Available Balance may be reduced by the amount of your payment on the calendar day following your Payment Send On Date, if that day is not a Business Day.

If a paper check is sent and the check is not presented for payment within 90 days, we'll stop payment on the check and credit the check amount back to your Funding Account.

### Errors and Liability

In addition to the provisions in the section above, please refer to our Bill Pay Payment Guarantee, which provides additional benefits in certain circumstances.

### Termination

Axos may terminate your access to Bill Pay without prior notice:

- For inactivity.
- If you use or we suspect you have used Bill Pay for other, illegal, fraudulent, or unauthorized purposes.
- If you close your checking account, and don't timely designate a new checking account as a Funding Account.
- For Eligible Accounts that are in default or subject to an automatic stay in bankruptcy.



- Upon the death of an owner.

If Axos terminates your use of Bill Pay, your online bill payment information will be lost and all pending payments will be cancelled and are your sole responsibility.

If you decide to terminate Bill Pay, we strongly suggest that you cancel all future bill payments at the same time that you cancel Bill Pay, either by deleting those payments yourself using Bill Pay or by calling Customer Service at 1-888-502-2967. Once we have been notified that you have terminated Bill Pay, we'll automatically delete all outstanding payment orders (all individual payments and all recurring payments).

### Conflicts between Sections

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

### Additional Provisions (Business Accounts Only)

The provisions in this Section apply only to bill payments from Business accounts. For payment requests from Business accounts, which are subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), we're liable only for damages required to be paid under UCC 4A. We'll never be liable for any exemplary, special, indirect, or consequential loss, damage, costs, or expense of any nature, including lost profits, except as may be required by law or regulation. You agree that the security procedures required by us under this Agreement set forth security procedures for electronic funds transfer that are commercially reasonable.

### Bank-to-Bank Transfer Service

Bank-to-Bank Transfer Service ("Transfer Service") lets you transfer funds:

- From your checking and/or savings accounts to your accounts at other United States financial institutions ("Financial Institutions");
- From your accounts at other Financial Institutions to your checking and/or savings accounts;
- From your checking and/or savings accounts at other Financial Institutions to your brokerage accounts with an Axos broker-dealer, including Axos Clearing or Axos Invest LLC.

In this Section, "Account(s)" refers to each of the accounts referenced above.

For some brokerage accounts, Axos may provide the online transfer access on a Website and the appropriate Axos entity transfers the money according to requests made on the Website.

If your Accounts and/or Service are terminated for any reason, you will have no further right or access to use the Transfer Service.

### Information Authorization for non-Axos Accounts

We may verify the non-Axos Accounts that you add to the Transfer Service. You authorize us to validate the non-Axos Accounts in a manner selected by us, including through the use of a test transfer, in which one or more low value payments is credited to and debited from your non-Axos Account. Once the test transfer is complete we may ask you to access this non-Axos Account to tell us the amount of the test credit or debit or any additional information reported by your Financial Institution with this test transfer. We may also verify non-Axos Accounts by requiring you to submit proof of ownership of such Account(s).

### Accounts

By using the Transfer Service, you represent and warrant to us that:

- You own or are an authorized signer on the Account held with us and at the non-Axos Financial Institution;
- Your Account at the non-Axos Financial Institution is a United States account;
- Your Account and applicable law permit transfers;
- When transferring funds to and from a brokerage Account at an Axos broker-dealer, including Axos Clearing or Axos Invest LLC, the non-Axos Account is a checking or savings account and is not a brokerage or other type of financial account;
- You have the right to authorize and permit us to access your Accounts to complete such fund transfers or for any other purpose authorized by this Section;
- By disclosing to us and authorizing us to use Account information and complete the transfer you are not violating any third party rights; and
- Information you provide to us is true, current, accurate, and complete.

You authorize and permit us to use information you submit to make transfers and to configure the Transfer Service to be compatible with the Accounts.

At all times your relationship with each non-Axos Financial Institution is independent of Axos and your use of the Transfer Service. We will not be responsible for any acts or omissions by the non-Axos Financial Institution, including any modification, interruption, or discontinuance of any Account by such Financial Institution or by any other third party, or any fees (including overdraft) that the non-Axos Financial Institution may charge you during the validation process described in the Section above.

Not all types of accounts are eligible for Transfer Service. We may decline the use of any Account that we believe may present a risk to you and/or us. Be sure to check with your Financial Institution for restrictions regarding transfers among your retirement (401(k), IRA, etc.), savings, trusts, loans, custodial, business, corporate, and other account types.

### Transfer Types and Limitations

**Type of Transfers.** We may add new features to the Transfer Service, including a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We may at any time decline a fund transfer that we believe may violate applicable law or regulation.

**Frequency of Transfers.** We do not limit the number of fund transfers you may make; however, the account agreement for the relevant Account may provide transfer limits. For security and risk management reasons we may modify the limit, the frequency, and the dollar amount of transfers you can make using our Transfer Service. The limits on the frequency and dollar amount of transfers are solely for the protection of Axos.

**Excess activity fees** may apply if you exceed mandated transaction limits for savings accounts, including any additional limits that may be set by your Financial Institution. If the limit is exceeded on more than an occasional basis, your Financial Institution may be required to close the account or convert it to a checking account. For more information, please refer to your account agreement with the Financial Institution that maintains your Account.

**Dollar Amount of Transfers.** You may not make fund transfers in excess of dollar limits for the Transfer Service. We reserve the right to change the dollar amount of fund transfers you are permitted to make using our Transfer Service.

In the event that your use of the Transfer Service has been suspended and reinstated as provided below (see Section Suspension, Reinstatement, and Termination), you understand and agree that your use of the Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

Transfers subject to the Rules of the Accounts. All fund transfers are subject to the rules, laws, and regulations governing the relevant Accounts. You may not initiate any fund transfers from or to an Account that are not allowed under the rules, laws, or regulations applicable to such Account including rules, laws, or regulations designed to prevent the transfer of fund in violation of the Office of Foreign Asset Control (OFAC) regulations.

Failure or Rejection of Transfers. Upon learning that the fund transfer could not be completed, we may, but are not required to, make a reasonable effort to complete the transfer again. If the fund transfer fails, we will notify you to contact your non-Axos Financial Institution to learn more about the failure.

We reserve the right to decline: (i) any fund transfer, (ii) to submit fund transfer instructions or orders, or (iii) to carry out change or cancellation requests.

You represent and warrant to us that you have enough money in the non-Axos Accounts to make any funds transfer you request that we make on your behalf through the Transfer Service. If we receive a transfer request against your Account and there are not enough available funds in your Account to cover the transfer, we may at our sole discretion:

- Cover the transfer in accordance with the terms of any written overdraft protection plan that you and we have established;
- Cover the transfer and create an overdraft to your Account; or
- Decline the transfer.

We may make this decision regardless of whether we may have previously honored or dishonored overdrafts. Fees may vary depending on the action we take. Any negative balance on an Account with Axos is immediately due and payable, unless we agree otherwise in writing, and you agree to reimburse us for the costs and expenses (including attorney fees and expenses) we incur in recovering the negative balance (including overdraft and associated fees).

Your Right to Cancel a Transfer. Payments that are in process cannot be cancelled or stopped. When the Transfer Service offers recurring and/or future one-time transfers, you may cancel any transfer as long as we receive the request before the process date of the one-time transfer or the next scheduled recurring transfer. For recurring transfers, you may cancel only the next scheduled transfer or the entire recurring transfer schedule. After the entire recurring transfer schedule is cancelled, all future transfers will be cancelled and you must reschedule it if you want transfers to be made in the future.

You may cancel a transfer by logging on to the Transfer Service or by contacting us at Customer Service at 1-888-502-2967.

### Authorization

You agree that your transfer instructions are the authorization for us to complete the fund transfer. You authorize us to select any means to execute your fund transfer instructions, such as the Automated Clearing House (ACH), wire transfer, or check. You will be bound by the rules, laws, and regulations that

govern the applicable fund transfer systems, such as CHIPS or ACH rules as published by the National Automated Clearinghouse Association (NACHA), or Article 4A of the Uniform Commercial Code.

We will make all reasonable efforts to process your transfer requests in a timely manner; however, we reserve the right to hold funds pending settlement or for such period of time as we deem necessary, in our sole discretion, to cover items which may be returned unpaid. For Axos Accounts, any interest earned on such funds during the hold period will remain the property of Axos. For brokerage Accounts at an Axos broker-dealer, including Axos Clearing or Axos Invest LLC, any interest will remain in the brokerage Account.

To complete your fund transfer we may utilize ACH transfers, which will result in a debit to one of your Accounts and a credit to another of your Accounts. All ACH transfers go through a transfer account. For ACH debit entries (which debit your other Account and credit your Axos Account), Axos Bank typically holds funds for 3 – 4 Business Days to make sure that the item will not be returned unpaid before we will credit your Account. The hold times may vary for brokerage accounts at an Axos broker-dealer, including Axos Clearing or Axos Invest LLC. If the ACH transaction is returned for any reason and the payment has been credited to your Account, you authorize us to debit your Account, in whole or in part, for the amount of the returned item and for any returned item fee.

### Transfer Service Charges

Depending on the type of transfer or the type of Account we may charge fees for the use of the Transfer

Service, and for any additional services or features that we may introduce. We will notify you of such charge in advance of the transaction. If you choose to proceed with the transaction, you authorize us to debit your Account in the amount indicated. You agree to pay all fees associated with the use of the Transfer Service. See online fee Information for more information about potential fees.

### Suspension, Reinstatement, and Termination

Without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Transfer Service, immediately and without prior notice to you, if we incur a problem with your use of the Transfer Service. We may do so if, for example, there is a failure in attempting to debit any of your Accounts or to collect any of your fund transfers as described above. You understand and agree that such action is reasonable for us to take in order to protect Axos from loss. In the event of such suspension, you may request reinstatement of your service by contacting us at 1-888-502-2967.

In our sole discretion, we may grant or deny reinstatement of your use of the Transfer Service. If we agree to reinstate you, we may initially reinstate your Transfer Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions. Based upon your subsequent usage of the Transfer Service, we may restore your ability to complete transfers subject to such higher limits as may then be in effect.

Subject to applicable law or regulation, we may terminate your right to use the Transfer Service at any time and for any reason, including if in our sole judgment we believe you:

- Engaged in conduct or activities that violate any of the terms of this Agreement or our rights; or
- Provided us with false or misleading information; or
- Interfered with other users or the administration of the Transfer Services.

## Account Number Policy

If the instructions for a transfer under the Transfer Service identify a bank or beneficiary by name and account number, we or the relevant Financial Institution may execute those instructions by reference to the account number only, even if the account number does not correspond to the name. You agree that neither we nor the relevant Financial Institution will have responsibility to investigate discrepancies between names and account numbers.

## Your Responsibility for Errors

We must rely on the information you provided, and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you or your Authorized Representative, to submit fund transfer instructions on your behalf. Financial Institutions receiving the fund transfer instructions may rely on such information. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. If you or your authorized representative provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, we may recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays, and other problems caused by or resulting from the action or inaction of Financial Institutions holding the non-Axos Account, unless otherwise required by law or regulation. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays, or other problems are the responsibility of the relevant Financial Institution. Any rights you may have against a Financial Institution for such errors, delays, or other problems are subject to the terms of the agreements you have with such Financial Institution, including any time limits during which complaints must be made.

Please see EFT Provisions (Consumers) section in this Agreement for terms and conditions that apply to electronic fund transfers that debit or credit a consumer checking, savings, or other asset account and are subject to Regulation E.

## Our Liability

If we do not provide a fund transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable fund transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account.

We are not liable for any costs, fees, losses or indirect, special, or consequential damages of any kind incurred as a result of:

- Our debit and/or credit or inability to debit and/or credit the accounts in accordance with your fund transfer instructions; or
- Inaccuracy, incompleteness, or misinformation contained in the information retrieved on the accounts; or
- Charges imposed by any non-Axos Financial Institution or by applicable law or regulation; or

- Fund transfer limitations set by the non-Axos Financial Institutions or applicable law or regulation; or
- Not enough money in your Account to make the fund transfer; or
- Transfers exceeding the credit limit on any applicable overdraft line; or
- System failures at a non-Axos Financial Institution and we are unable to complete the transfer; or
- Your errors or omissions;
- Third party causes, including your non–Axos Financial Institution.

## Security

**Security Procedures.** The Financial Institution at which your account is maintained may contact us to verify the content and authority of fund transfer instructions and any changes to those instructions. In connection with the Transfer Service, we may provide to that Financial Institution such information as may be required to verify the instructions and the verification may constitute a valid security procedure under the rules governing that Account.

**Deviating from Security Procedures.** You permit us to authorize your non-Axos Financial Institution to accept funds and transfer instructions in accordance with any authorization procedures you and such Financial Institution have agreed upon, or that we, on your behalf, and such Financial Institution have agreed upon, without verifying the instructions under the established security procedures, regardless of whether you agreed to the security procedures or we agreed on your behalf. In addition, we may authorize such Financial Institutions to charge and debit your Accounts based solely on these communications.

**Additional Provisions for Business Accounts.** The provisions in this Section apply only to transfers to and/or from business accounts. You agree that the password security described in the Agreement and in this Section sets forth security procedures for fund transfers that are commercially reasonable. For transfer requests to and/or from business accounts, which are subject to Article 4A of the Uniform Commercial Code (“UCC 4A”), you agree that we are liable only for damages required to be paid under UCC 4A. In no event will we be liable for any special, indirect or consequential loss, damage, costs or expense of any nature, including lost profits, even if we have been informed of the possibility of such damages, except as may be required by law or regulation.

## Mobile Deposit Service

The Mobile Deposit Service allows you to make a deposit directly into your eligible checking or savings account using a mobile app. Mobile Deposit Service allows you to submit photos of the front and back of your endorsed, eligible check, which you authorize us to then process.

Download the mobile app on an eligible mobile device.

Availability of the Mobile Deposit Service may be affected by your mobile carrier’s coverage area. Some accounts are not eligible for mobile deposit.

Mobile deposit limits may also differ for each Eligible Account. You must comply with any restrictions or dollar limits on the Mobile Deposit Service as we may communicate to you from time to time. You understand and agree that mobile deposits cannot exceed the limitations on frequency and dollar

amounts of mobile deposits that are set forth by Axos Bank. These maximum limits may not be applicable to all consumers and are subject to change at any time. The maximum deposit limits are:

- "Daily Limit per business day"- \$ 50,000
- "30-day Rolling Limit" - \$150,000.00

## Fees

There currently are no fees to use the Mobile Deposit Service. We reserve the right to charge a fee for use of the Mobile Deposit Service. We will inform you of any future fees to use the Mobile Deposit Service when legally required to do so, and we'll try to notify you of material changes as soon as reasonably possible even when we are not legally required to do so.

Note that your mobile carrier's message and data rates may apply.

## Types of Checks Eligible for the Mobile Deposit Service, and Other Requirements

You can deposit checks payable in U.S. dollars and drawn at any U.S. bank, including personal, business, and most government checks. Only checks, money orders, cashier's checks, or American Express traveler's checks, drawn on or payable at or through a U.S. bank, can be transmitted through the Mobile Deposit Service.

Checks must be payable to, and endorsed by, the account owner for the Eligible Account, as follows: before check photos are taken, the back of the check must be signed with "For Axos Mobile Deposit Only" written below your signature.

Checks and other items that are NOT eligible for the Mobile Deposit Service include: international checks, U.S. savings bonds, U.S. postal money orders, MoneyGram, remotely created checks (whether in paper form or electronically created), electronically created items (items created electronically and not derived from a paper check), convenience checks (checks drawn against a line of credit), non-American Express traveler's checks, cash, checks that are illegible or contain MICR data that is not machine-readable, and duplicate checks.

After depositing your check using mobile deposit, you must:

- Write "mobile deposit" and the date on the front of your check. The date should be the month, day, and year of your deposit; and
- Securely store your check for 30 days after your deposit, and then destroy it. This allows sufficient time in case the original check is required for any reason. Within those 30 days, you will take appropriate security measures to ensure that the information contained on the check(s) are not to be disclosed.. After such period expires, the original check should be destroyed using a cross-cut shredder. You understand that you are responsible for any loss caused due to a failure to secure the original check(s).

You are prohibited from duplicate scanning, negotiating, and/or depositing the same original paper checks.

You must also ensure that the checks have not been altered, and that the photos sent via the Mobile Deposit Service are an accurate depiction of the front and back of the original check to be deposited.

You are responsible for any numerical errors on deposit data entry.

### Mobile Deposit Funds Availability

Subject to the conditions for eligibility, checks are deemed accepted for deposit on the Business Day that we process the check, as long as the check is deposited prior to the cut-off time.

You agree that items transmitted through the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Mobile Deposit services will be available the fifth (5th) Business Day after the day of your deposit. Axos Bank may, but is not required to, make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with Axos Bank, transaction and experience information, and other such factors as Axos Bank, in its sole discretion, deems relevant.

Deposits received before 3:00 PM (PT) Monday through Friday, excluding Federal Holidays, will post that same day. Deposits received after 3:00 PM (PT) will be posted the following business day. It is the sole responsibility of each customer to verify that items deposited using the Services have been received and accepted for deposit. Customers understand that any amount credited for items deposited using the Services is provisional credit and agree to indemnify Axos Bank against any loss suffered because of acceptance of the remotely deposited check.

Some checks can take longer to process, so we may need to hold some or all of the deposit for longer periods. Note that there could be other holds on funds after a deposit. In such case, you will receive notification from us. Please see your deposit account agreement for further information.

You'll know that your deposit is available when the amount appears online in the available balance of the Eligible Account you selected when you submitted your mobile deposit. This balance may not reflect all of your transactions, such as checks you have written or debit card transactions that have been approved but not yet submitted for payment by the merchant.

### Items Returned Unpaid

If images of checks deposited are dishonored or otherwise returned unpaid by the drawing bank, or are returned by a clearing agent for any reason, including, but not limited to issues relating to the quality of the image and or duplication. You understand and agree that you maintain the original check or have destroyed the original check and therefore the original check will not be returned. You understand that an image will be in the form of a paper reproduction of the original check or a substitute check. Unless otherwise instructed, you will not deposit the original check and understand that your account will be charged the amount of the item returned along with a return item fee.

### Termination

We may terminate the Mobile Deposit Service at any time. You may stop using the Mobile Deposit Service at any time.

However, any image transmitted through the Mobile Deposit Service shall be subject to this Agreement.



## Right to Audit

We may periodically audit and verify your compliance with this Section or for any other reason in connection with the Mobile Deposit Service. You agree to cooperate and provide information or documents at your expense as may be reasonably requested by us in the course of such audit. Upon receipt of a confirmation from Axos Bank that we have received the image of the item, you agree to prominently mark the item as “Electronically Presented” or “Void” and never re-present the item.

## Customer Warranties

You make the following warranties and representations with respect to each image of an original check you transmit to you utilizing the Services:

- Each image of a check transmitted by you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check;
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate;
- You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid;
- Other than the digital image of an original check that you remotely deposit through our Services, there are no other duplicate images of the original check;
- You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check;
- The information you provided in your application and/or other account opening or identifying materials submitted to us remains true and correct and, in the event any such information changes, you will immediately notify us of the change;
- You have not knowingly failed to communicate any material information to us;
- You have possession of each original check deposited using the Services and no party will submit the original check for payment;
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

## Customer Indemnification Obligation

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys’ fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Intuit, Inc. or Vertifi Software, LLC, and hold harmless each of their respective affiliates, officers, employees and agents from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to use of the Services or their respective applications, unless such claim directly results from an action or omission made by the technology partner in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

## Alerts

We may automatically send you certain alert messages via email, text message, push notification, and/or by other means, including to your mobile device. These messages may include notifications about potential fraud on your debit or credit card, recent account activity, or changes to your online profile. You can opt not to receive push notifications by turning off push notifications on your mobile app. You can opt not to receive certain alert text messages by disabling consent to receive text messages through the Service.

Axos also offers a subscription based Alerts Service (“Alerts Service”) which you are able to opt-in to through Online or Mobile Device for your Eligible Account(s). You can sign up for messages that may include notifications of account activity, balances, card activity, and other information. When you sign up for the Alerts Service, you may choose to receive eligible alerts through (as available) email message(s), text message(s), push notification(s), and/or by other means. You may modify your Alerts Service preferences or choose to discontinue receiving alerts by updating your alerts subscriptions through the Service.

## Alert Delivery Timing

Receipt of any of the alerts we send, whether they are automatic alerts or from the Alerts Service, may be delayed or prevented by factor(s) affecting your Internet/phone provider or other circumstances.

Axos is not liable for losses or damages arising from:

- Non-delivery, delayed delivery, or erroneous delivery of any alert.
- Inaccurate alert content.
- Your use or reliance on the contents of any alert for any purposes.

The information in any alert may be subject to certain delays.

Axos sends push notifications to devices you have identified. To ensure continued delivery or resume delivery of push notifications, log on to the mobile app frequently.

## Terminating Alerts

Axos may terminate or change your use of the Alerts Service at any time without notice. We may also change, modify, or cancel either the content or the delivery method of any automatic alerts.

## Acknowledgements

You acknowledge and agree that:

- Alerts may not be sent encrypted, and may include your name and information pertaining to your account(s).
- You may not modify, change, or alter the content of any alert message that we send to you.

## Account Details Notifications

Axos may utilize account details notifications technology to look at credit and debit payments, other banking transactions, account balances, and services used to make suggestions based on this data. You may receive account details notifications while logged in to online services, via email, or by other means.

### Use and Termination of Account Details Notifications

Account details notifications is offered at Axos' sole discretion and may be terminated without notice.

### Account Details Notifications Delivery Timing

Axos isn't liable for losses or damages arising from:

- Non-delivery, delayed delivery, or wrong delivery of account details notifications.
- Inaccurate account details notifications content.
- Your use or reliance on the contents of account details notifications for any purposes.

The information in account details notifications may be subject to certain delays.

## Online Statements and Documents

Many account documents — including statements, tax documents, and legal notices — can be delivered online for certain Eligible Accounts and Online Financial Services. You have the option to view, save, or print PDF versions of your account documents from a Website via desktop, tablet, or mobile device.

Any legal notices or disclosures about your Eligible Account or Online Financial Service that would normally accompany your paper account statement, or that we would mail to you, may be delivered to you electronically. In some cases, we must continue to mail paper statements, legal notices, and disclosures even if you elect to receive them electronically.

We are not responsible for statement non-delivery if you do not maintain a valid email address as described below in Eligible Accounts.

We'll email you to let you know when we receive a statement and you can view, print, and/or save at your convenience.

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

We may offer you additional options/preferences for delivery of various communications related to your Eligible Accounts or Online Financial Services. The following is a brief description of the various features of and requirements for using online statements and documents. We may add to, modify, or delete any feature of online statements and documents at our sole discretion.

### Eligible Accounts

Most Eligible Account statements and documents can be delivered online. You can determine online statement eligibility by signing on to a Website or by referring to the other agreements governing your Eligible Accounts.

## Enrollment

Online statements and documents are available for certain Eligible Accounts or Online Financial Services if you have completed enrollment in the Service and provided us with a valid email address and taken any other required steps. Once enrolled, we will send you an email notice or other Alert if applicable as discussed in the Alerts section when your statement or document is available on a Website.

To ensure that you continue to receive such email notifications, you must notify us of any changes or updates to your email address. We may revoke your online-only statement and document option and change your delivery preference to U.S. Mail if you don't maintain a valid email address.

Delivery preferences can be changed by any account owner or Authorized Representative (as described in the Service section), and the new delivery preference will apply to all owners or Authorized Representatives of that account.

Depending on the Eligible Account or Online Financial Service, one or more of the following may be true:

- Many Eligible Accounts and Online Financial Services automatically come with online-only delivery for statements and documents. This means you will no longer receive paper statements and documents, unless required by law or regulation. You can change your delivery preference back to U.S. Mail at any time.
- For Eligible Accounts or Online Financial Services that don't automatically come with online-only delivery, you can choose online-only delivery for that Eligible Account or Online Financial Service.

## Check Images

For deposit accounts, you may view online images of the individual checks posted to your account. If you currently receive an account statement with check images in paper format, once you choose online-only statements and documents, you will no longer receive the check images as part of the statement. You can ask us to mail a photocopy of a cancelled check to you (additional fees may apply).

## Access

You can access your online statements and documents (including legal notices and disclosures) on a Website.

Statements are available online for up to a maximum of seven years, depending on the type of account enrolled. Statements for some types of Eligible Accounts or Online Financial Services are available for shorter time frames.

If you didn't choose online-only delivery when the account was first opened, there may be a gap in the historical statements available online for some types of Eligible Accounts or Online Financial Services.

For some types of Eligible Accounts or Online Financial Services, there may be a delay of up to several weeks after enrollment before you can start viewing statements and documents online. Please refer to the applicable account agreement and disclosures for additional details.

## Year-end Tax Reporting Documents

Online year-end tax documents may be available to customers with certain account types who are enrolled in the Service and provide a valid email address for the Service. You don't have to complete a separate enrollment process to view your tax documents online. This option is available regardless of whether we also mail your paper tax documents.

Paper versions of your tax documents will be sent by U.S. Mail. By selecting Online as your Delivery Preference, you are consenting to receive those tax documents electronically instead. Please make note of the following important information:

- Your consent applies to all the tax documents you have designated for Online delivery. The consent for each form designated will remain in effect for every year that form is required to be furnished until the consent is withdrawn in the manner provided below. Tax documents will remain available to you online until at least December 31<sup>st</sup> of the year in which they are delivered for Eligible Accounts (except for closed accounts, as provided in the Access Section of this Agreement).
- You may withdraw your consent to electronic delivery by changing your delivery preferences back to U.S. Mail from the delivery preference section of a Website, by calling customer service at 1-888-502-2967, 24 hours a day, 7 days a week (Axos Invest accounts call 1-888-585- 4965; for brokerage accounts introduced to Axos Clearing, please contact your representative at your advisor or brokerage firm that introduced your account to Axos Clearing), or in writing to Axos Bank, P.O. Box 509127, San Diego, CA 92150. Note that Delivery Preference changes will be reflected immediately on a Website but may take up to two Business Days to take effect. Depending on timing, delivery preference changes for tax documents may not take effect for the upcoming tax season.
- For brokerage accounts, certain tax forms, 5498 and fair market value information may be delivered as part of your periodic account statement. If you agree to Online delivery for periodic account statement documents, you also agree to online delivery for these documents. Trade confirmations may also be included in your periodic account statements depending on selections you have made in connection with opening and/or maintaining your brokerage account.
- You will receive confirmation via email of any change to your Delivery Preference. Should you change your Delivery Preference to U.S. Mail, this email will be the written confirmation of your withdrawal of consent to electronic delivery.
- You may obtain a paper copy of any tax document we deliver electronically by calling customer service at 1-888-502-2967, 24 hours a day, 7 days a week; or for Axos Invest accounts call 1-888-585-4965. Requesting a paper copy of your electronically-delivered tax document does not change your Delivery Preference or withdraw your consent to electronic delivery. For brokerage accounts introduced to Axos Clearing, please contact your representative at your advisor or brokerage firm that introduced your account to Axos Clearing to obtain a paper copy of your electronically-delivered tax document.
- Tax documents will no longer be delivered to you electronically if you close the related account or end your online relationship with us.

You may update your contact information and email address within the "Profile and Settings" section or its equivalent found on a Website. Delivery preferences may also be updated by going to the appropriate delivery preferences section found within a Website.

Axos Online technical requirements describes in detail the hardware and software you need to access and print your tax documents. In summary, you will need:

- A current version of an internet browser we support,
- A current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader), and
- A computer and an operating system capable of supporting all of the above.

You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

We always reserve the right to communicate with you in writing using U.S. Mail, regardless of what other options you have chosen.

### Terminating Online Statements and Documents

We may terminate Online delivery of statements and documents to you for one or more Eligible Accounts or Online Financial Services, without notice. As provided in the Online Statements and Documents Section of this Agreement, we may revoke your online-only statement and document option and change your delivery preference to U.S. Mail if you don't maintain a valid email address.

### Using Financial Management Software

Financial Management Software includes: Quicken®, QuickBooks® Desktop Software, and other software we may identify on a Website. You are responsible for obtaining a valid and separate license agreement with the provider of your Financial Management Software. Your license agreement with the provider of your Financial Management Software may restrict the duration of your online access; we aren't liable for any such limitations or restrictions.

### Online Banking and Bill Pay Access

We may choose to let you download information into your Financial Management Software from certain Eligible Accounts. We may also let you initiate Bill Pay instructions through your Financial Management Software. The Eligible Accounts for which these options are available will be identified on a Website. We may also add to, modify, or delete any feature of your ability to access the Service through your Financial Management Software.

**Fees for Online Banking Access and Bill Pay with Financial Management Software** Service fees may apply to your use of your Financial Management Software to connect to the Service and for accessing Bill Pay. Please see software fees for more information.

Your Internet, telephone, and/or mobile device service provider may assess other fees and bill them separately.

We'll designate a billing account (your "Billing Account") from which the fees will be paid. When you start using your Financial Management Software, you're authorizing us to charge your Billing Account for the fees. If you close your current Billing Account, we reserve the right to designate another Billing Account. If you would like to update your Billing Account, please contact us at 1-888-502-2967.

If you close all your Eligible Accounts, we'll suspend and/or terminate your access through your Financial Management Software. For information on which accounts are eligible, please contact us at 1-888-502-2967. Important note for Quicken and QuickBooks users: The monthly service fee to access Online Banking through Quicken or QuickBooks is not prorated. If you choose to cancel your service mid-cycle, a charge for the entire month will be assessed.

## Bill Pay with Financial Management Software

If you're enrolled in and use the Bill Pay service through your Financial Management Software, you may use the service to pay any merchant or individual in the U.S, and may also use it to make payments for any bank mortgage, installment loan, credit card, or line of credit account.

You must designate a Funding Account through your software an Eligible Account from which bill payments may be made. You may designate more than one Funding Account.

Bill Pay payments made via your Financial Management Software are NOT covered by our Bill Pay Payment Guarantee. All payments made using the Bill Pay service with Financial Management Software should be made at least four Business Days in advance of the due date, so the payee/merchant can credit your account in time to avoid any late-payment charges or penalties. Each Business Day has a cut-off time for bill payments; payments made after the cut-off time or on Saturdays, Sundays, or federal holidays will be made the next Business Day.

## Disclaimers and Acknowledgements

You understand and agree that, with regard to your use of Financial Management Software to use the Service or Bill Pay:

- The Eligible Account information you download through your Financial Management Software is provided to you "as is" and "as available."
- We make no warranties and have no liability as to:
  - i. Your access and use of your Financial Management Software according to the terms and conditions of any and all applicable license agreements with the providers of such Software;
  - ii. The accuracy, completeness, availability, or timeliness of the Eligible Account information, text, graphics, or other items in the Eligible Account information that you can download through your Financial Management Software;
  - iii. The errors or omissions in the delivery or transmission of the Eligible Account information from us to you (and "you" includes delivery to your Financial Management Software and/or your computer); and
  - iv. The download option's fitness for a particular purpose and non-infringement of any third party rights.
- Payments to the following types of payees may be scheduled through the Service via your Financial Management Software, however such payments are discouraged and are scheduled by you at your own risk; except as otherwise provided by law or regulation (including, to the extent applicable, the protections described in the Electronic Fund Transfers Provisions (Consumer Accounts Only) section relating to EFTs for Consumer accounts, in no event will we be liable for any claims or damages that may result if you schedule payments to the following payees:
  - i. Payees outside of the United States, including Canada;
  - ii. Payees to U.S. Territories;
  - iii. Tax payments;
  - iv. Government agencies, or
  - v. Court-ordered payments (such as child support payments or traffic tickets).
- All research and resolution for any misapplied, misposted, or misdirected payments will be your sole responsibility, except as otherwise provided by law or regulation (including, to the extent

applicable, the protections described in the Electronic Fund Transfers Provisions (Consumer Accounts Only) section relating to EFTs for Consumer accounts).

- We have no duty to monitor the online transfers or payments that you make. You assume the entire risk of using the Service properly to ensure that funds are transferred and bills are paid properly and timely. We won't be responsible for any charges imposed or any other action taken by a payee/merchant resulting from a bill payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we won't be liable if any third party through whom any bill payment is made fails to transmit the payment or the payment instruction properly to the intended payee/merchant, or if the merchant/payee or its bank fails to transmit a payment instruction or record a bill payment properly.
- In using the Financial Management Software, you understand that payees and/or the U.S. Postal Service may return payments for various reasons including, payee's forwarding address expired; payee's account number is not valid; payee is not available to locate account; or payee's account is paid in full. We will use reasonable efforts to research and correct the returned payment and return it to your payee, or void the payment and credit your account.
- Your Financial Management Software may provide the option of disabling selected features of the Service. To disable any feature of the Service, you MUST contact us by calling 1-888-502-2967 with your notification.
- You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state. Unless otherwise provided by law or regulation (including, to the extent applicable, the protections described in the Electronic Fund Transfers Provisions (Consumer Accounts Only) section relating to EFTs for Consumer accounts), you agree that we won't be liable to you for:
  - Your inability to use the download, transfer and/or bill pay option;
  - The accuracy, timeliness, loss or corruption, or misdelivery of any Eligible Account information, transfer, bill payment, or any other information;
  - Unauthorized access to your Eligible Accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
  - Your inability to access your Eligible Account (including, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers ("ISPs"), natural disasters, strikes, or other labor problems); or
  - Any other matter relating to the download, transfer or bill pay option.

You understand and agree that:

- Not all the information in your Eligible Accounts can be downloaded into your Financial Management Software.
- Information you can download may not include all of your account activity.
- Statements we generate are the official record of account transactions, positions, and balances; the information you download is for tracking purposes only and should not be considered an official record.
- Account information won't necessarily reflect banking, financial, or investment activities and transactions that have not yet been completed or settled, and will only reflect the account



information in your Eligible Accounts at the exact point in time that you download the information (for example, trades that have not yet been settled may not be reflected).

- Account information in your Eligible Accounts may reflect transactions as of a prior time period and may not be current when you download the information.
- We won't automatically update account information that you download to your Financial Management Software.

You will have to update the Eligible Account information by downloading more current information from your accounts (for example, stock prices, and/or the value of the investments in any brokerage account you may have, may be reflected at the prices at the close of the prior trading day and not at the current prices).

- Eligible Account information may include information you provided to us (for example, cost or tax basis information for securities transferred into any brokerage account you may have); you're solely responsible for the accuracy of this information.
- We aren't liable for any loss, damages, or expenses of any kind as a result of your reliance upon the Eligible Account information in your Financial Management Software (which may not be up to date and may not include pending transactions such as a stock sales or purchases that haven't settled).
- You assume all risk that unauthorized third parties may access any Eligible Account information you download and store in your Financial Management Software.
- If you send information in an unsecure manner or take the Eligible Account information out of our secure systems by downloading it, we're no longer responsible for the security and confidentiality of that information, and the responsibility is now yours (or may be shared with others, such as your Financial Management Software provider).
- We aren't responsible for the security and confidentiality of the Eligible Account information if you:
  - i. Use wireless connections to download your account information, in which case you acknowledge other persons may be able to access the information being downloaded;
  - or
  - ii. Let others access or use your Financial Management Software.
- Downloads of Eligible Account information are at your own risk. You are solely responsible for any resulting damage to the computer (or other electronic device) to which you download any information.

## Investment Data, Information, and Content

Although Axos Invest LLC may provide data, information, and content relating to investment approaches and opportunities to buy or sell securities and/or mutual funds, you should not construe any such information or other content available through a Website offered by Axos Invest LLC as legal or tax advice. You alone will bear the sole responsibility of evaluating the merits and risks associated with the use of any materials on a Website offered by Axos Invest LLC before making any decisions based on such materials. In exchange for using such materials, you agree not to hold Axos Invest LLC or the third-party information providers it uses liable for any possible claim for damages arising from any decision you make based on the materials made available to you through a Website offered by Axos Invest LLC. By providing access to other websites, neither Axos Invest LLC nor any of its affiliates is recommending the

purchase or sale of the stock, mutual fund, any security, or any other investment vehicle issued or offered by any company or any other entity, nor are they endorsing services provided by any website's sponsoring organization.

Axos Clearing may, from time to time, provide financial or market information in connection with the Services. Axos Clearing does not endorse or approve such financial or market information provided, and makes it available to you solely for your convenience. Axos Clearing and the third party service providers that it uses do not (1) guarantee the accuracy, timeliness, completeness or correct sequencing of such information, or (2) warrant any results from your or any of your representatives' use or reliance on such information. Axos Clearing is not obligated to update any information, and we may discontinue offering information at any time without notice. You agree that neither Axos Clearing nor the third party service providers that it uses will be liable to you in any way for the termination, interruption, delay, or inaccuracy of any information provided in connection with the Services. You will not redistribute or facilitate the redistribution of any such information, nor will you provide access to such information to anyone who is not authorized to receive it. If you are a securities broker, dealer, banker, or investment advisor, you agree not to use information provided by Axos Clearing for any purpose not related to your personal business with Axos Clearing.

You understand and acknowledge that Axos Clearing does not and will not offer investment advice, monitor or supervise any of your brokerage accounts or transactions made in any of your brokerage accounts, make any determination of the suitability for any transaction or investment, has no responsibility for trades made or activity in any of your brokerage accounts, has no discretion over transactions in or decisions made by you or on your behalf in any of your brokerage accounts, and that Axos Clearing has no fiduciary duties or obligations to you or with respect to any of your brokerage accounts. You acknowledge that your advisor or brokerage firm provides and is solely responsible for all investment advice and investment services given in connection with any of your brokerage accounts carried or custodied by Axos Clearing. For further details, please refer to the agreements governing your brokerage accounts carried or custodied by Axos Clearing.

## Third-Party Software and Content

**Third-Party Software.** We may offer third-party software tools and products ("Third-Party Software") that you can install on your computer. You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software.

**Third-Party Content.** We may offer information, commentary, and tools supplied by companies not affiliated with us ("Third-Party Content"). Third-Party Content on a Website is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to a Website. We don't own any interest in, edit, review or endorse any Third-Party Content.

## Disclaimers and Acknowledgements

You understand and agree that:

- Any Third-Party Software you download through your Financial Management Software is provided to you "as is" and "as available."
- Any Third-Party Content you review or use is provided to you "as is."
- We won't be liable to you for:
  - i. Your inability to access or use the Third-Party Software.
  - ii. The accuracy, timeliness, loss or corruption, or misdelivery of any Eligible Account

information or any other information processed by the Third-Party Software.

iii. Unauthorized access to your Eligible Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software, except as otherwise provided by law or regulation (including, to the extent applicable, the protections described in the Electronic Fund Transfers Provisions (Consumer Accounts Only) section relating to EFTs for Consumer accounts).

- You assume all risk that unauthorized third parties may access any Third-Party Software you download and install, or any information you enter into the Third-Party Software.
- If you use the Third-Party Software to transmit information, you and the Third-Party Software provider are responsible for the security and confidentiality of that information.
- Any Third-Party Software downloads are your own risk and you alone are responsible for any resulting damage to the computer or other electronic device, as well as for any loss or corruption of data that might occur as a result.
- You are solely responsible for acquiring and maintaining a computer or other electronic device that can handle and access the Third-Party Software, including any necessary equipment such as a modem, and that you're responsible for all costs associated with accessing the Third-Party Software.

You further agree that we make no warranties and have no liability as to:

- The accuracy, completeness, availability, or timeliness of the information, text, graphics, or other items provided, stored, evaluated, or processed through the Third-Party Software or Third-Party Content;
- Any errors or omissions in the delivery or transmission of the Third-Party Software or Third-Party Content from us to you (and "you" includes delivery to your Financial Management Software and/or your computer); and
- The Third-Party Software's or Third-Party Content's fitness for a particular purpose and non-infringement of any third-party rights.

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

## Fees

### Fees for Eligible Accounts and Online Financial Services

Certain fees in connection with an Eligible Account or Online Financial Service may apply when using the Service, and are separately disclosed in the specific agreements for an Eligible Account and/or on a Website under Fee Information (or an equivalent title), unless otherwise described in this Agreement.

Your Internet, telephone, and/or mobile device service provider may assess other fees and bill them separately to you.

## Payment

Unless otherwise agreed or other arrangements are stated in the specific agreements for an Eligible Account, you may have to designate an account to pay fees for Eligible Accounts and Online Financial Services (your "Payment Account"). You authorize us to charge your Payment Account for the fees.

If you close your current Payment Account, you must notify us to designate a new account that will be your Payment Account. In addition, you must cancel your Online Financial Services by notifying us at 1-888-

502-2967 or the phone number located on your statement. For any Service made available by Axos Clearing, please contact your representative at your advisor or brokerage firm that introduced your account to Axos Clearing.

## Security

You need a username and password, or other approved security and authentication controls, to access your Eligible Accounts and Online Financial Services through the Service. We may set standards for your username and password. We recommend that you change your password regularly, and select a unique username and password combination for use only with the Service.

We may also require additional security procedures for certain transactions. These additional security procedures may require special hardware, software or third-party services. To enhance the security of your Eligible Accounts and Online Financial Services, we may also offer you additional, optional security procedures. These could include personal reference questions and answers, random number generators, or one-time passwords.

We may also require the use or activation of specific applications, Internet browser software features, plug-ins and add-ons, to use the Service. These could include JavaScript support and “cookies.”

To enable and enhance secure access to the Service, we may also access detailed information about the computers and Mobile Devices you use to access the Service. This could include telephone numbers and unique internal and network identifiers for your computers and Mobile Devices. We also use cookies and other technology for information security and other purposes, as described in our Digital Privacy and Cookies Policy.

## Username and Passwords

Username and passwords must meet the standards we establish. These standards will be available for your reference whenever you create or change a username and/or password. We may require you to change or update your username and/or password at any time, including to meet any new standards we may establish. You are responsible for keeping your password confidential. We recommend you select a unique username and password combination for use only with the Service, and memorize it rather than writing it down.

You can change your username and/or password within the Service.

## Protecting Your Security

Even though information exchanged through the Service is protected by advanced encryption techniques while being transmitted, you still need to protect your username and password for the Service.

You must notify us immediately if you suspect fraudulent activity on your Eligible Account or if you believe that:

- Your password may have been lost or stolen.
- A Mobile Device you use to access the Service has been lost, stolen or compromised.
- Someone viewed, downloaded, or deleted electronic records from your Eligible Account or Online Financial Service without your permission.

To notify us:

- Call 1-888-502-2967 anytime, 24 hours a day, seven days a week; or
- Sign on at a Website and send us a message through your secure online session.

technique we use, you may be liable for resulting losses, to the extent permitted by law or regulation.

## Privacy and Use of Information

The provisions of the privacy notices provided or made available to you in connection with an Online Financial Service or Eligible Account will govern all information we gather from you in connection with using the Service, as applicable.

Additionally, your use of the Service is subject to the Online privacy policies or notices of Axos Bank and/or the other Axos entities providing the Service. By accessing or using the Service, you understand and agree that we may collect and retain personal or other information about you or the device you use to access the Service.

You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI), and other subscriber and device details, if available, to Axos and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. See the privacy policies or notices of Axos Bank and other Axos entities for how we treat your data. You represent that you are the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.

## Acknowledgements and Agreements

You agree that:

- We may collect and retain certain information and use that information to market our products and services to you. This may include one Axos entity sharing your information with another Axos entity for purposes of the other Axos entity marketing and advertising products and services to you and establishing and/or maintaining relationships with you, subject to the requirements of any applicable privacy policy or notice.
- If you access the Service, or use an Online Financial Service, we may track and record your geographic location. We may use automated processes to detect any use of the Service that violates the terms of this Agreement or any applicable law or regulation.
- We may satisfy our obligation to provide you with an annual copy of our privacy notice by keeping it available for review on a Website.

## Additional Responsibilities

You agree that:

- You are responsible for actions taken by anyone using the Service after signing in with your username and password, or any other approved authentication control, except as otherwise provided by law or regulation. We are entitled to rely and act upon instructions received under your username and password.
- You are responsible for keeping your username and password confidential.
- You are responsible for ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Service.
- You are responsible for ensuring your computer operating system, software, browser version, plug-ins, and anti-virus software are all current and up-to-date.
- You are responsible for ensuring that you have a valid email address and phone number at all times.
- You will be the only user of your username and password, and that you won't transfer or disclose any of this information to any other person.

- You will be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your Eligible Account, whether or not authorized by you, except as otherwise provided by law or regulation (including, to the extent applicable, the protections described in the Electronic Fund Transfers Provisions (Consumer Accounts Only) section relating to EFTs for Consumer accounts).
- You will immediately notify us at 1-888-502-2967 or the phone number located on your statement to report any actual or suspected unauthorized use of your username or password. For any Service made available by Axos Clearing, please contact your representative at your advisor or brokerage firm that introduced your account to Axos Clearing.
- You will provide true, accurate, current, and complete information about yourself as requested.
- You will not misrepresent your identity.
- You will not use the Service for unlawful purposes, or purposes that are not permitted expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation.
- You will comply with all rules, policies, and procedures of networks through which you access and use the Service.
- You will not use the Service in a way that disrupts, damages, disables, overburdens, interferes, or impairs the Service, the networks through which you access or use the Service, or with any other party's use of the Service.
- You will not access or attempt to access any Service account for which you have no access authorization, or duplicate, modify, distribute, or display any of the data or files from any such account.
- You will be responsible for and provide all computer, telephone, and other equipment, software (other than any software provided by us), and services necessary to access the Service.
- You will not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service.

## User content and license grant

You agree that you are solely responsible for all information, data, content, text, photographs, graphics, images, videos, messages, comments, quotations, files, documents, and any other materials that you submit, upload, post, e-mail, transmit, or otherwise make available via a Website ("User Content"). By submitting, uploading, posting, e-mailing, or transmitting User Content to a Website, you represent and warrant that either you own all right, title, and interest in and to the User Content or have express permission from the owner to copy and use such User Content for all purposes related to the Site. No Axos entity controls and is not responsible for the User Content uploaded via a Website, and no Axos entity guarantees the accuracy, quality, or appropriateness of nor endorses any User Content submitted to a Website.

### **You agree not to use a Website to:**

- submit, upload, post, e-mail, transmit, or otherwise make available any User Content that is unlawful, harmful, threatening, abusive, menacing, harassing, tortious, defamatory, vulgar, pornographic, obscene, offensive, blasphemous, libelous, unlawful, invasive of another's privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable;
- submit, upload, post, e-mail, transmit, or otherwise make available any User Content that personally attacks or is derogatory toward any Axos entity, its employees, any of its products or services, or any of its materials;
- harm minors in any way, including, but not limited to, submitting, uploading, posting, e-mailing,

transmitting, or otherwise making available content that violates child pornography laws, child sexual exploitation laws, or laws prohibiting the depiction of minors engaged in sexual conduct;

- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through a Website;
- submit, upload, post, e-mail, transmit, or otherwise make available any User Content that you do not have a right to make available under any law or contractual or fiduciary relationships or obligations;
- submit, upload, post, e-mail, transmit, or otherwise make available any User Content that infringes, violates, or misappropriates any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right or any moral right of any party;
- submit, upload, post, e-mail, transmit, or otherwise make available any personal information or specific account details about yourself or any person or entity;
- submit, upload, post, e-mail, transmit, or otherwise make available any advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- submit, upload, post, e-mail, transmit, or otherwise make available any material that contains viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or
- intentionally or unintentionally violate any applicable local, state, national, or international laws, rules, regulations, decrees, acts, orders, directives, legislation, bills, or statutes.

You grant each Axos entity, its subsidiaries, directors, officers, employees, agents, licensors, and vendors a perpetual, worldwide, irrevocable, nonexclusive, fully-paid up, royalty-free, sub licensable, and transferable right and license to use, store, modify, adapt, translate, publish, display, broadcast, perform, disclose, distribute, sell, reproduce, and create derivative works from any User Content, in whole or in part, in any medium or technology throughout the world, including any inventions, concepts, techniques, know-how, ideas, or expressions of ideas arising out of or based on the User Content, for any purpose in such Axos entity's sole discretion, without the requirement of any permission from or compensation or notice, and without liability, to you or any third party. Each Axos entity shall exclusively own all right, title, and interest in and to any derivative works or inventions created by or on behalf of such Axos entity that incorporates or otherwise makes use of any User Content, without the requirement of any permission from or compensation or notice, and without liability, to you or any third party.

Except as set forth in applicable privacy policies or notices, none of the User Content that you submit, upload, post, e-mail, or transmit or otherwise make available via a Website shall be subject to any confidentiality obligations by any Axos entity, its directors, officers, employees, agents, licensors, and vendors. Except as may be provided by federal securities laws, no Axos entity shall be liable in any way for any User Content or for the use or disclosure of any User Content.

You acknowledge that each Axos entity and/or its vendors may or may not (but are not obligated to) monitor User Content, but that each Axos entity shall have the right in its sole discretion to monitor, post, move, refuse, or remove any User Content, in whole or in part, for any reason whatsoever, without notice and without liability.

## Disclaimers

### Disclaimer of Warranties

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

### Trademarks and Copyrights

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### Limits on Liability and Obligation

No Axos entity or any of its officers, directors, shareholders, agents, licensors, or third-party service providers are liable for any:

- Consequential (including loss of data, files, profit, or goodwill or the costs of procurement of substitute goods or service) damages.
- Indirect damages.
- Incidental damages.
- Special damages.
- Punitive damages.
- Exemplary damages.

This is true whether these damages occur in an action under contract, or from negligence or any other theory, arising out of, or in connection with, this Agreement, the Service, or the inability to use the Service. In addition to reasons such as scheduled system maintenance, damages could arise from circumstances



beyond our control, and we won't be liable for any such damages, even if we have been advised of the possibility of such damages or they were reasonably foreseeable. These circumstances could include but are not limited to:

- Power outages.
- System failures.
- Fires.
- Floods.
- Pandemics.
- Natural disasters.
- Extreme weather.
- Cyber-attacks, including Denial of Service (DoS).
- Computer virus.
- Communication transmission lines or Internet failure.
- War, riot or strike.
- Theft.
- Legal constraints and actions or inactions of a civil or military authority.
- Your act, omission, negligence or fault.

In states that prohibit the limitation of liability for consequential or incidental damages, the above limitations may not apply.

Except as specifically provided in this Agreement or otherwise required by applicable law or regulation, we, and our third party service providers or other agents, also won't be liable for:

- Any loss or liability you may incur resulting wholly or partly from failure or misuse of your equipment or software provided by an external company (such as an Internet browser provider, an Internet access provider, an online service provider or an agent or subcontractor of any of them).
- Any direct, indirect, special or consequential, punitive, exemplary, economic, or other claim, cost, loss or damages arising in any way from your access/use/failure to obtain access to the Service, including any claim attributable to (i) delays, errors, omissions, or other inaccuracies in the Service; (ii) unauthorized access to or alteration of your transmissions or data; or (iii) any other matter relating to the Service. We do not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the continental United States, Alaska, or Hawaii.

Except as otherwise expressly provided herein or in any other applicable agreement with us or other terms and conditions of use, you understand and agree that your use of the Service is at your sole risk and that the Service is provided "as is" and "as available" with all faults and is subject to change at any time without notice to you, and Axos and its third party service providers hereby disclaim, for themselves and for each other entity involved in the provision of the Service, all warranties, either express or implied or statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement and of lack of viruses. In particular, we do not guarantee continuous, uninterrupted, accurate, reliable, error-free or secure access to any part of our Service. If you are dissatisfied with the Service, your sole and exclusive remedy is to discontinue using the Service.

We won't be obligated to honor, in whole or in part, any transaction or instruction that:

- Is not in accordance with any term or condition of this Agreement or any other agreement or terms and conditions of use that applies to the relevant Online Financial Service or Eligible

Account.

- We have reason to believe may not be authorized by you or any other person whose authorization we believe necessary.
- We have reason to believe involves funds or other property subject to a hold, dispute, restriction, or legal process we believe prevents the transaction or instruction.
- Would violate any applicable provision of any risk control program of the Federal Reserve, the Office of the Comptroller of the Currency, or any applicable rule or regulation of any other federal or state regulatory authority.
- Is not in accordance with any other requirement of our policies, procedures, or practices.
- We have other reasonable cause not to honor for our or your protection.

## Indemnification

Except where we're liable under the terms of this Agreement or another agreement or terms and conditions of use governing the applicable Eligible Account or Online Financial Service, you agree to indemnify, defend, and hold each Axos entity, and each of its officers, directors, employees, consultants, agents, third party service providers, and licensors harmless from any and all claims, liability, losses, damages, obligations, demands, charges, expenses, and/or costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages) and reasonable attorney's fees arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us.
- Any fraud, manipulation, or other breach of this Agreement or the Service.
- Your violation of any other applicable laws, regulations, or rights of a third party, including rights of privacy, publicity, or other property rights.
- The provision of the Service or use of the Service by you or any third party.
- Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement.
- The violation of any applicable law, statute, or regulation in the performance of your obligations under this Agreement.
- Any breach of a representation, warranty, covenant, or obligation contained in this Agreement.
- Our compliance with any legal or regulatory process we believe to be valid.

We reserve the right to defend/control (at your expense) any matter otherwise subject to indemnification by you.

In such a case, you will cooperate with us in asserting any available defenses. You won't settle any action or claims on our behalf without our prior written consent.

You are providing this indemnification without regard to whether our claim for indemnification is due to the use of the Service by you, or your Authorized Representative.

## Time to Bring Legal Action

To the fullest extent permissible by applicable law, unless another time is provided in another provision of this Agreement, an action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or under applicable law must be commenced within one year after the cause of action accrues.

## Dispute Resolution Program – Arbitration

*(1) Claims Subject to Arbitration:* Except as specified in paragraph (2) below, any dispute or claim between you and us must be arbitrated if either party elects arbitration of that dispute or claim. This agreement

to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising or disclosures for any of our products or services);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims asserted in a court of general jurisdiction against you or us, including counterclaims, cross-claims, or third-party claims, that you or we elect to arbitrate in the answer or other responsive pleading;
- claims relating to the retention, protection, use, or transfer of information about you or any of your accounts for any of our products or services;
- claims relating to communications with you, regardless of sender, concerning any of our products or services, including emails, automatically dialed calls, calls with prerecorded or artificial voice, and text messages; and
- claims that may arise after the termination of this Agreement.

In this arbitration provision only, references to “we” and “us” mean the financial institution and its past, present, and future parents, subsidiaries, affiliates, and each of these entities’ predecessors, successors, assigns, agents, and employees. In this arbitration provision only, references to “you” mean the account owners, all authorized or unauthorized users or beneficiaries of the account, each of those person’s assignees, heirs, trustees, agents, or other representatives, and if the account owner is a business, the account owner’s parents, subsidiaries, affiliates, and each of those entities’ predecessors, successors, assigns, agents, and employees. This arbitration agreement does not preclude you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against you or us on the other’s behalf. Nor does this arbitration agreement preclude either you or us from exercising self-help remedies (including setoff), and exercising such a remedy is not a waiver of the right to invoke arbitration of any dispute. **You and we each waive the right to a trial by jury or to participate in a class action whenever either you or we elect arbitration.** This agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this agreement.

*(2) Claims Not Subject to Arbitration:* You and we agree that the following disputes or claims cannot be arbitrated:

- claims arising from bodily injury or death;
- claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed de novo to a court of general jurisdiction;
- claims to collect debts owed pursuant to an extension of credit under a separate agreement or note (such as a separate loan agreement, promissory note, guaranty, mortgage, or deed of trust), including, without limitation (a) the exercise of self-help remedies when permitted by applicable law, (b) the initiation of judicial or non-judicial foreclosure against real or personal property, (c) the exercise of any power of sale rights, or (d) the petitioning for the appointment of a receiver or similar relief;

- disputes over the scope and enforceability of this arbitration provision, including whether a dispute or claim can or must be brought in arbitration or whether paragraphs (7) or (8) of this arbitration provision have been violated; and
- disputes over whether paragraphs (3) or (4) of this arbitration provision has been violated, for purposes of awarding relief that a court can award under those paragraphs.

*(3) Pre-Arbitration Notice of Disputes and Informal Resolution:* Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute (“Notice”). The Notice to us should be sent by U.S. mail or professional courier service to: 4350 La Jolla Village Dr., Suite 140, Attention: Office of the Chief Legal Officer, San Diego, CA 92122 (“Notice Address”). The Notice to you will be sent to your address on file with your account. The Notice must (a) include the claimant’s name, phone number, and mailing and email address, as well as the account number(s) at issue; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. The Notice must be personally signed by you in ink (if you are the claimant) or by our representative (if we are the claimant). To safeguard your account, you might be required to provide both your authentication and consent for us to discuss your account or share your account information with anyone but you, including an attorney (“Authentication and Consent”).

Whoever sends the Notice must give the other party 60 days after receipt of a complete Notice (including your Authentication and Consent, if required) to investigate the claim. During that period, either you or we may request an individualized discussion (by phone call or videoconference) regarding settlement (“Informal Settlement Conference”). You and we must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period). You and our representative must both personally participate, unless otherwise agreed in writing. Your and our lawyers (if any) also can participate.

Any applicable statute of limitations or contractual limitations period will be tolled during the “Informal Resolution Period.” The Informal Resolution Period is the number of days between the date that a complete Notice (including Authentication and Consent, if required) is received by the other party and the later of (i) 60 days later or (ii) the date the Informal Settlement Conference is completed, if timely requested.

*(4) Commencing Arbitration:* An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended and the pre-arbitration requirements in paragraph (3) have been satisfied. (Paragraph (8) has additional requirements for commencing certain coordinated arbitrations.) A court will have authority to enforce this paragraph (4), including the power to enjoin the filing or prosecution of arbitrations without first providing a complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept or administer any arbitration or assess any fees in connection with an arbitration unless the claimant has complied with the Notice and Informal Settlement Conference requirements of paragraph (3).

*(5) Arbitration Procedure:* The arbitration will be governed by the Consumer Arbitration Rules (“AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this arbitration provision, another arbitration provider shall be selected by the parties or by the court.) The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by writing to the Notice Address.

Unless you and we agree otherwise, any arbitration hearings will take place in the county of your address on file with your account. If appropriate, the arbitrator may hold hearings by telephone or videoconference or decide matters on the basis of papers submitted by the parties. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the

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essential findings and conclusions on which the award is based.

Except as provided in paragraph (7) below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including statutory damages and statutory attorney's fees and costs) that a court could award under applicable law or this Agreement. The arbitrator may consider rulings in arbitrations involving different customers, but an arbitrator's ruling will not be binding in proceedings involving different customers. As in court, you and we agree that any counsel representing someone in arbitration certifies that they are complying with the requirements of Federal Rule of Civil Procedure 11(b), and the arbitrator is authorized to impose any sanctions available under that rule, the AAA Rules, or applicable federal or state law against all appropriate represented parties or counsel.

*(6) Arbitration Fees:* We will pay all AAA filing, administration, case-management, hearing, and arbitrator fees ("AAA Fees") if we initiate an arbitration. If you initiate arbitration of claims of \$10,000 or less, we will pay the AAA Fees, so long as you have fully complied with the requirements in paragraph (3). In such cases, we will pay the filing fee directly to AAA upon receiving a written request from you at the Notice Address or, if AAA requires you to pay the filing fee to commence arbitration, we will send that amount to the AAA and request that the AAA reimburse you. If, however, the arbitrator finds that you or your counsel have violated the standards of Federal Rule of Civil Procedure 11(b)), then the payment and allocation of AAA Fees will be governed by the AAA Rules, and you may be required to reimburse us for AAA Fees that we paid on your behalf.

Notwithstanding the foregoing, if Coordinated Arbitrations as described in Paragraph (8) below are brought against us, we will pay only that portion of the AAA Fees required by the AAA rules, and only as set forth in Paragraph (8) below and otherwise in this Agreement. In such an instance, you will be required to pay your portion of the AAA Fees as required by the applicable AAA rules. Additionally, if you initiate individual claims seeking in excess of \$10,000, you will be required to pay your portion of the AAA Fees as required by the applicable AAA rules.

*(7) Requirement of Individual Arbitration:* The arbitrator may award relief (including damages, restitution, and declaratory or injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co- or joint account owners pertaining to that account), and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief and proceedings or on consolidation are found to be unenforceable, then all other aspects of the case must be arbitrated first. After completing arbitration, the remaining (non-arbitrable) aspects of the case will then be decided by a court.

*(8) Coordinated Arbitrations:* If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (whether the cases are pursued simultaneously or not), all the cases must be resolved in staged proceedings. You agree to this process even though it may delay the arbitration of your claim. In the first stage, we and claimants' counsel will each select up to 25 cases (50 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed or proceed in arbitration, and the arbitration administrator must not assess or demand payment of fees for the remaining cases or administer or accept them.

The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties. After the first stage is completed, the parties must

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engage in a single mediation of all remaining cases, with us paying the mediation fee. If the parties cannot agree how to resolve the remaining cases after mediation, they will repeat the process of selecting and filing up to 50 cases to be resolved individually by different arbitrators, followed by mediation.

If any claims remain after the second stage, the process will be repeated until all claims are resolved, with four differences. First, a total of 100 cases may be filed in the third and later stages. Second, the cases will be randomly selected. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of both us and claimants' counsel.

Between stages, counsel will meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with the arbitration administrator regarding the amount or timing of arbitration fees.

If this paragraph applies to a Notice, the Informal Resolution Period for the claims and relief set forth in that Notice will be extended (including the tolling of any limitations periods) until that Notice is selected for a staged proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this paragraph, including by enjoining the mass filing, the prosecution or administration of arbitrations, or the assessment or collection of arbitration fees.

This paragraph is intended to be severable from the rest of this arbitration provision. If, after exhaustion of all appeals, a court decides that the staging process is not enforceable, then the cases may be filed in arbitration and the payment of arbitration fees will be assessed as the arbitrations advance and arbitrators are appointed rather than when the arbitrations are initiated.

*(9) Military Lending Act:* If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your Agreement with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

## Forum Selection

Except for claims to collect debts owed pursuant to an extension of credit under a separate agreement or note, unless you and we agree otherwise, to the greatest extent permitted by law, the state and federal courts in San Diego, California will have exclusive jurisdiction over any disputes (except for disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of the section entitled *Dispute Resolution Program — Arbitration*. You and we consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis or any right to seek to transfer or change venue of any such action to another court.

## Notices and Communications with Us

We'll provide notices and other information regarding your Eligible Account, Online Financial Service, or the Service (collectively "Account-Related Information") electronically, by phone, through the mail (U.S. Postal Service or overnight courier), or by other means, except as expressly provided otherwise in this Agreement or in any separate agreement governing your other Eligible Accounts.

We'll send this information to the electronic address ("E-Address"), phone number, or postal address of the owner of the applicable Eligible Account or Online Financial Service as reflected in our records, unless you specify a different E-address, phone number, or postal address.

Any notice or Account-Related Information we send you will be effective, and deemed delivered to you, when posted on a Website, sent electronically, mailed, or otherwise made available to you. You assume

the risk of loss in the mail or other transit.

If your Eligible Account has multiple owners, we may send Account-Related Information to any one of them. The person receiving the notice is responsible for providing copies of all Account-Related Information to all joint account owners, Delegates, or other persons with access to the applicable Eligible Account or Online Financial Service.

Any notice you send to us won't be effective until we actually receive it and have a reasonable opportunity to act on it.

### Electronic Delivery

Unless applicable law or regulation states otherwise or pursuant to the ESIGN Consent to Use Electronic Records and Signatures, when we need to provide you with information in writing, we can send it electronically, either:

- To your E-Address (if applicable and you have provided us with a valid email address); or
- By posting the information to a Website; or
- To your online banking secure mailbox, or other electronic means.

E-Addresses include email addresses, other Internet addresses, text messaging numbers, or other electronic access addresses provided to us in accordance with this Agreement.

### Phone Calls and Text Messages

When you provide a phone number to us, you agree that you own or are authorized to provide the phone number to us. You agree that we may use automatic dialing technology and/or artificial or prerecorded voice messages to call you or send text messages to you, even if the phone number is registered to a cell phone number or Voice over Internet Protocol (VoIP) service. You understand and agree we may place calls or send text messages with informational, servicing, or collections messages about your account. To help protect your account security, we do not support SMS or MMS functionality for recognized VoIP, prepaid, or landline phone numbers. In order to receive text messages from us, such as one-time passcodes or suspicious activity alerts, an eligible mobile phone number and device are required. Your mobile carrier's message and data rates may apply.

You agree that we may call you and text you to service your accounts, collect any amount you may owe or discuss our relationship, products and services with you, as described in the Communications Sent At Your Request/On Your Behalf Section.

### Communications Sent At Your Request/On Your Behalf

You authorize us to send emails and text messages to others on your behalf, if needed to carry out your instructions regarding an Eligible Account or Online Financial Service. You confirm and agree that you have obtained consent from the person who owns or is the current subscriber of the email address or phone number to receive the communication.

These communications may identify you by name and may state that we're sending them on your behalf and according to your instructions.

### Returned and Unclaimed Notices to You

Unless otherwise prohibited by the laws or regulations or any separate agreement governing your Eligible Account or Online Financial Service, this section applies if Account-Related Information documents are returned or electronic notifications are returned as undeliverable.

This means we can stop sending Account-Related Information or electronic notifications to you until you

provide a valid postal or valid email to us.

We may also:

- Destroy Account-Related Information sent to you and returned to us as undeliverable.
- Hold the Account-Related Information for your account for you to pick up.
- Stop sending the Account-Related Information through the current delivery method and use an alternative delivery method. For example, if we're sending Account-Related Information to you via the U.S. Postal Service, and the information is returned to us as undeliverable on two or more occasions, we may attempt to deliver the information to your E-Address instead.
- Suspend access to your Eligible Accounts or Online Financial Services.

If we hold Account-Related Information for you to pick up and it remains unclaimed for a period of time, we may send the Account-Related Information to the address reflected in our records for your Eligible Account or destroy it.

### Contact Information Changes

You agree to notify us immediately if you no longer own or you are no longer authorized to use or share your address, E-Address, or phone number you previously provided to us. Address changes may be initiated:

- At your request — you can instruct us to change the address or E-Address to which we send notices or
- Account-Related Information about your Account at any time.
- If we get an address change notice from the U.S. Postal Service.
- If another party in the business of providing correct address information notifies us that the address in our records no longer corresponds to your address.

We may act on instructions purportedly made on your behalf within a reasonable time after we receive them.

Unless you instruct us otherwise, we may change the U.S. Postal Service address or E-Address only for the account(s) you specify, or for all or some of your other account(s) with us.

If you have a brokerage account, please refer to the agreement governing such account or contact your representative at your advisor or brokerage firm.

### Complaints, Feedback, and Questions

Your feedback and questions matter. Share your feedback and complaints so we can better serve you, and contact us with questions.

- Call 1-888-502-2967
- Write to us Axos Bank, P.O. Box 509127, San Diego, CA 92150

For other online servicing needs, contact us by secure message through your secure online session, or call Customer Service at 1-888-502-2967. For Axos Invest accounts contact us at [support@axosinvest.com](mailto:support@axosinvest.com) or 1-888-585-4965. For any Service made available by Axos Clearing, please contact your representative at your advisor or brokerage firm that introduced your account to Axos Clearing.

### Export Control and International Use

The U.S. government controls the export (including downloads) of products and information containing Axos Online Access Agreement | 48



encryption (“Controlled Technology”) under the Export Administration Regulations (“EAR”). This Service may contain Controlled Technology subject to the EAR.

In your use of the Service, you agree:

- To access and/or download Controlled Technology related to the Service.
- Not to access or download Controlled Technology from any country where such access or download is prohibited by U.S. export control laws (which may include Cuba, Iran, North Korea, Sudan, or Syria).
- That you’re not a person or entity to whom such access or download is prohibited.
- If you access and/or use the Service from locations outside the United States, then you do so at your own risk and are responsible for compliance with local laws. The Service is hosted in the United States. If you are accessing the Service from outside the United States you may be subjecting yourself to United States law, which may differ from your local laws, including laws involving governing personal data collection, use, and disclosure. In your use of the Service, which is governed by United States law, including certain economic sanctions laws and regulations, and this Agreement, you may transfer certain personal information to the United States, you consent to that transfer, and you consent to the application of United States law.

## General Provisions

### Changes to Agreement

Except as otherwise required by law, we may in our sole discretion add, delete, or change the terms of this Agreement at any time.

We’ll inform you of changes to the Agreement when legally required to do so. We will communicate changes by updating this Agreement on a Website, and may also communicate such changes by email, mail, and/or providing notice of change on a Website.

You or your Authorized Representative’s continued use of the Service after the effective date of any updated terms of the Agreement are posted on a Website is an agreement by you to any such change to the Agreement.

Changes to fees or specific terms for Eligible Accounts are governed by the corresponding specific agreement or terms and conditions of use governing that Eligible Account.

### Release

You release each Axos entity, and each of its officers, directors, employees, consultants, agents, third party service providers, and licensors from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you and one or more other users of the Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that “[a] **general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**”

### Governing Law

Each of your Eligible Accounts and Online Financial Services will continue to be read and interpreted according to the laws described in the agreements that you have with us and the terms and conditions of use regarding those Eligible Accounts or Online Financial Services (for example, your deposit account

agreement or any brokerage account agreement with us).

This Agreement will be read and interpreted according to federal law and the laws of the State of California, without regard to conflict-of-law provisions or rules.

To the fullest extent permissible by applicable law, in any legal action, arbitration or claim between you and Axos, the prevailing party will be entitled to recover costs and reasonable attorney's fees, except as otherwise provided in the dispute resolution or governing law provision found in the separate agreement governing your Eligible Account or Online Financial Service.

If you access the Service from outside of the United States, you are responsible for compliance with local, national and international laws.

### Assignment

We may assign our interest in this Agreement to any of our successors heirs, or assigns. However, you may not assign or transfer this Agreement. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

### Intellectual Property and Other Proprietary Rights

Other than your personal account information, all content included or available on the Service, such as advertisements, text graphics, button icons, images, audio clips, and software, including the collection, arrangement, and assembly thereof, is the property of Axos and/or third parties, and is protected by the Copyright Act and international treaties in addition to other state and federal intellectual property laws (collectively, the "Site Materials").

All content on a Website is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

### Entire Agreement

In combination with other applicable agreements as described in the "About this Agreement" Section of this Agreement, this Agreement represents the agreement between you and Axos regarding the Service. It merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access.

Each of the rules, terms, and conditions set forth in this Agreement stands alone. Any term or condition contained in this Agreement that is inconsistent with the applicable laws and regulations that may govern the Service will be deemed to have been modified by us and applied in a manner consistent with such laws and regulations.

Unless stated otherwise, if any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect, and will in no way be invalidated or otherwise affected, and that provision will be deemed to be restated to reflect as nearly as possible the original intention underlying the invalid or unenforceable provision, in accordance with applicable law.

### Waiver

We may agree in writing to waive a provision of this Agreement, including a fee (a "Waiver"). We may revoke any Waiver. No delay or omission on our part in exercising any rights or remedies under this Agreement shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future

occasions.

### Failure to Act

Our failure to act with respect to a breach of the Agreement by you or others doesn't waive our right to act with respect to subsequent or similar breaches.

### Headings

Headings are for reference only and don't define, limit, construe, or describe the scope or extent of a Section.

## Additional Services and Addenda Agreements

Investment and insurance products are:

- Not insured by the FDIC or any Federal government agency
- Not a deposit or other obligation of, or guaranteed by, Axos Bank or any affiliate
- Subject to investment risks, including possible loss of the principal amount invested

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