



Terms and Conditions Addendum

Effective May 1, 2024

As used in this document the words 'we', 'our', 'Bank', and 'us' mean BankProv and the words 'you' and 'your' mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms 'you' and 'your' should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provision. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. BankProv, a MA chartered, Member FDIC/DIF financial institution, operates a service accessible through a website and mobile application that enables end users to access certain financial products and banking services. These terms supplement and amend the Terms and Conditions of your account and references to 'Terms' herein include reference to the Terms and Conditions of your account as supplemented and amended hereby.

Business Resolution Authorities – By accepting this agreement, you acknowledge that any individual(s) listed with signer authorities in this application will be assigned all powers listed on the Bank's business resolution. These powers include: the ability to open any deposit or share account in the name of the organization; the ability to endorse checks/orders for payment and withdraw or transfer funds on deposit with the Bank; the ability to borrow money on behalf and in the name of the organization including the ability to sign, execute, and deliver promissory notes or other evidences of indebtedness; the ability to endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the organization as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest, and notice of non-payment; and the ability to enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box with the Bank. If you do not wish for all signers to have these authorities, you must reach out to the Bank at 1-877-487-2977 or callcenter@bankprov.com to complete your application manually. You can also visit any of our branch office locations listed on our website www.bankprov.com.

Organization Legal Documentation Review – By accepting this agreement, and completing your application, you attest to the fact that you have the proper authority to open a deposit or share account in the name of the business account holder (the "Organization") as stated by the Organization Legal Documentation. Additionally, you agree to provide the Bank with Organization Legal Documentation upon request and within a timeframe deemed commercially reasonable. The Bank reserves the right to request such documentation at any point in the application process, or during the relationship of the Organization with the Bank. Failure to provide such documentation may result in actions up to and including termination of the relationship. The Bank reserves the right to take action on the accounts based on review of the Organization Legal Documentation.

Account Funding – By entering your information into this application, and accepting this agreement, you authorize the Bank to initiate a debit from your account linked through Plaid for the purpose of funding your deposit accounts with the Bank as instructed. You understand that this authorization will remain in full force and effect until your account has been positively funded. You may also fund your account by a wire transfer pursuant to wire transfer instructions provided to you by the Bank.

Account Validation – By entering your information into this application, and accepting this agreement, you authorize the Bank to utilize third party service providers to perform validation services and fraud verification using the account that you have linked in this application.

Beneficial Ownership Information – By accepting this agreement, and completing the application, you certify that the beneficial ownership information provided is complete and accurate to the best of your knowledge. Any changes to the beneficial ownership structure of your organization must be reported to the Bank.

Use of Services – You agree not to access and/or use the Bank's services (the "Services") for any purpose that is not expressly permitted by these Terms or that is otherwise unlawful. If you provide any information to us, you agree to provide only true, accurate, current and complete information, and you will keep such information true, accurate, current and complete. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use by minors. You may not share your Account or password with anyone, and you agree to (1) notify the Bank immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or the Bank has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Bank has the right to suspend or terminate your Account and refuse any and all current or future use of Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself.

Liability / Indemnification – You hereby agree to indemnify and hold harmless the Bank and each of our affiliates, officers, members, managers, directors, employees, equity holders, information providers, suppliers, licensors and licensees, agents, and their respective successors and assigns ("Covered Persons") from and against any and all losses, damages, liabilities, deficiencies, judgments, interest, awards, fines, costs or expenses of whatever kind, including, without limitation, amounts paid in settlement and reasonable attorneys' fees incurred by any Covered Person in connection with any claim, action, arbitration, litigation, subpoena or investigation of any nature (whether at law or in equity) arising out or caused by (a) your access and/or use of the Bank application or Services, (b) any claim that any content you provide to the Bank or utilize in relation to the Services ("Content") misappropriates, infringes or otherwise violates any third party's rights, including privacy or intellectual property right of any third party, and/or (c) any breach, or alleged breach, of any of these Terms by you. In no event shall any Covered Person be liable for any (A) personal injury or property damage arising from any user's use of or participation in the Services, or (B) incidental, indirect, special or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, costs of procurement of substitute products or services or any other damages or losses, arising out of, or in any way connected with, these Terms and/or the Services, whether for breach of contract, in tort or otherwise, even if such Covered Person is advised of the possibility of such damages and whether or not such damages are a reasonably foreseeable consequence of a breach of this agreement or a tort that falls within the scope of this agreement. IN NO EVENT SHALL ANY COVERED PERSON'S TOTAL LIABILITY TO YOU FOR ANY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TERMS OR THE SERVICES, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, EXCEED ONE HUNDRED U.S. DOLLARS (\$100). THE FOREGOING LIMITATIONS APPLY NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. You expressly acknowledge and agree that your use of the Services is at your sole risk. The Services are provided on an "AS IS", "WITH ALL FAULTS", and "AS AVAILABLE" basis. BankProv uses commercially reasonable industry standard measures designed to prevent any unauthorized access to and use of your data. However, no form of online security is 100% secure. As such, BankProv makes no representation that the Services will be secure. In addition, BankProv makes no representations or warranties relating to the Services including, without limitation, representations or warranties that (a) the Services shall meet your requirements, (b) the operation of the Services will be uninterrupted or error free, or (c) any defects in the Services will be corrected. TO THE

MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND BANKPROV HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BANKPROV KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, BANKPROV MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

Assignment – The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without the Bank's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

Force Majeure – The Bank shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

Notice – Where BankProv requires that you provide an e-mail address, you are responsible for providing BankProv with your most current e-mail address. You may give notice to BankProv at the following address: callcenter@bankprov.com. Such notice shall be deemed given when received by BankProv by letter delivered by nationally recognized overnight delivery service or by phone at 1-877-487-2977.

Waiver – Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Severability – If any portion of this agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

Restrictions – The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit any intellectual property of BankProv related to the Services ("BankProv Properties") or any portion of BankProv Properties, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other BankProv Properties (including images, text, page layout or form) of BankProv; (c) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of BankProv Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; and (e) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in BankProv Properties. Any future release, update or other addition to BankProv Properties shall be subject to the Terms. BankProv, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of BankProv Properties terminates the licenses granted by BankProv pursuant to the Terms.

Interest Rates Disclosed – Interest rates and annual percentage yields (APY) on our interest-bearing accounts are established at our discretion based on market conditions and may change without notice.