



Jiko Business Dashboard Terms of Use

Revised November 1, 2023

1. ABOUT THIS AGREEMENT AND DEFINITIONS

1(a). Scope of Agreement. This agreement (“Agreement”) between you and Jiko Bank explains the terms that apply to your use of Jiko’s online banking and brokerage portal (the “Website”). You can use the Website to access certain Bank Accounts, Securities Accounts, and other features. Please take note of the following before you review this Agreement:

- We may terminate the Website or update this Agreement on occasion. In either case, we may or may not provide you with a notice before those changes are effective. It is your responsibility to check the Website regularly for updates.
- Any terms or directions we give you when you use the Website are also considered a part of this Agreement.

1(b). Your Other Agreements with Us. Other agreements you have with us regarding the Bank Accounts and Securities Accounts you might access through the Website are still effective and govern each account. You should check those other agreements with us for fees, limits on transactions, and other limits, terms, or conditions applicable to your accounts. If any term or condition of this Agreement conflicts with the terms of another agreement you have with us, then this Agreement will control only the process or procedures you use to access the Website and the features we provide to you there.

1(c). Definitions. In this Agreement:

- a. “Account-Related Information” means communications, notices, and other information regarding your Bank Accounts, Securities Accounts, the Website, or this Agreement.
- b. “Authorized Representative” means a Person designated by you and accepted by us who has authority to take actions with respect to a Bank Account or Securities Account on your behalf that are described in your Commercial Bank Account Agreement and Commercial Brokerage and Advisory Account Agreement.
- c. “Bank Account” shall have the meaning given to it in the Commercial Bank Account Agreement.
- d. “Business Day” means Monday through Friday, excluding Federal holidays observed by us.
- e. “Commercial Bank Account Agreement” means the agreement governing your commercial Bank Accounts with Jiko.



- f. “Designee” means persons designated by you and accepted by us who are authorized to perform certain actions with respect to the Bank Accounts or Securities Account, and described more fully in Schedule A.
- g. “Mobile Device” means a cellular phone, tablet computer, or personal digital assistant (“PDA”) satisfying hardware and software requirements as specified by us from time to time.
- h. “Owner” means the owner of a Bank Account and linked Securities Account as indicated in our records.
- i. “Person” means an individual, partnership, limited partnership, corporation, joint-stock company, limited liability company, trust, joint venture, or any other entity.
- j. “Securities Account” means the brokerage and advisory account, linked to a Bank Account, and which is governed by the Commercial Brokerage and Advisory Account Agreement between you and Jiko Securities.
- k. “We,” “us,” “our,” and “Jiko” means Jiko Bank, a Division of Mid-Central National Bank.
- l. “Website” refers to all web pages that we maintain and are accessible through Jiko.io. This also includes any other Website or web pages you can access only after you (or a Person acting as an Authorized Representative or Designee) enter into this Agreement as a condition to accessing the Website. It also includes any software application we may provide for use on a Mobile Device. It does not include any website we offer that has its own separate agreement governing online access.
- m. “You” or “your” means, the Owner of the Bank Account and linked Securities Account.

Other capitalized terms appear and are defined in the text of this Agreement.

2. ABOUT THE WEBSITE

2(a). Description of Services. The Website can be used to access Bank Accounts and linked Securities Accounts, make authorized transactions, and review transaction history or balance information. Different features and services may be available depending on how you access the Website.

It is your obligation to review this Agreement and the Website for a description of the types of transactions that can be performed and the other features that we provide through the Website. These may change from time to time without notice. You agree that unless required by law, we are not required to provide you with notice of changes we make and that it is your obligation to review the Website and this Agreement, as amended from time to time, for updates.

2(b). Fees and Mode of Payment. We currently don’t charge a fee to enroll in or access the Website. Certain services offered through the Website or accounts you access may carry fees. In some cases, fees will be disclosed to you on the Website. It is your responsibility to read any product or account disclosure statements and fee schedules for fees that may apply to accounts and services you use



through the Website. We may change our fees or add new ones at any time, subject to compliance with applicable law.

We may deduct any fees owed by you from any Bank Account you hold with us. By using the Website, you authorize us to charge any Bank Account for the fees you owe.

2(c). Access to the Website. You must provide your own equipment (such as a computer or Mobile Device), Internet access, and other instruments you need to access the Website or any mobile application we may provide. You represent that you are an authorized user of the computer, device, network, and software you use to access the Website.

2(d). Accounts Access. To access your accounts through the Website, you must have a Bank Account and linked Securities Account with us, and an established email address, and you must complete the initial enrollment process. You must be the Owner of any accounts and other financial information you or someone acting on your behalf access through the Website. You agree that any information you provide to us must be accurate and complete and that you must have the right to provide such information to us. You agree not to misrepresent your identity or your account information. You agree to keep the information you provide up-to-date and accurate.

2(e). Multiple Owners and Waiver of Dual Signature Requirement. Some Bank Accounts and Securities Accounts may have more than one legal owner, authorized signer, or Authorized Representative. In this case, you agree that we may accept instructions and requests from these persons individually and without joinder of others. Any legal owner, authorized signer, or Authorized Representative, alone, may provide us with instructions, make decisions, obtain information, or make requests associated with the account and related Website unless otherwise provided in this Agreement or unless prohibited by the terms, conditions, or governing provisions of the account.

2(f). Authorized Representatives and Designees. You may designate Authorized Representatives and certain Designees to use the Website on your behalf. Regardless of the level of permissions granted to such Authorized Representatives or Designees, each Authorized Representative or Designee that you select will be acting as your agent and will be bound by both this Agreement as well as any separate agreement(s) governing the Bank Account, linked Securities Account or other service we provide to you that the Authorized Representative or Designee accesses. You and only you are responsible for supervising all of your Authorized Representatives and Designees and monitoring the actions they take on your behalf. Each Authorized Representative and Designee shall be bound to comply with the provisions of this Agreement and the terms of the Commercial Bank Account Agreement and Commercial Brokerage and Advisory Account Agreement. See Schedule A for a list of Designee roles and permissions you may appoint through the Website.

We may rely and act on the instructions of your Authorized Representatives or Designees without incurring liability to you. You are responsible for all actions initiated by your Authorized Representatives and Designees. You hereby ratify every action that may be taken by any Authorized Representative or Designee in connection with the authority granted to the Authorized Representative or Designee in this Agreement and as reflected in our records for the Authorized Representative or Designee. You are solely responsible for their actions, and we are not responsible for them.



If we receive conflicting instructions, or if we believe that your account security or our security may be at risk as a result of an Authorized Representative or Designee, we may at our sole discretion terminate the Authorized Representative's or Designee's access to the Website, a Bank Account, Securities Account, or prevent the individual from being an Authorized Representative or Designee, without prior notice to you. You agree that we may, in our sole discretion, revoke or suspend the authority of an Authorized Representative or Designee without prior notice to you.

You are responsible for ensuring that each Authorized Representative and Designee maintain security in their access to the system and confidentiality of their Credentials (defined further below) under the same terms and conditions applicable to you under this Agreement.

We may rely upon the last Authorized Representatives and Designees on file with us until you notify us, pursuant to the terms of your agreements with us and we have a reasonable opportunity to act on it. If you notify us that an Authorized Representative or Designee is no longer authorized, only transactions that you did not want or intend and that the Authorized Representative or Designee performs after your notice to us becomes effective will be considered unauthorized transactions. Your notice is effective only after we have a reasonable opportunity to update our records.

2(g). Prohibited Use of the Service. You agree not to use the Website, the content, or information delivered through the Website, in any way that would:

- a. have the effect or appearance of conducting, or attempting to conduct, penetration tests, vulnerability scans, or other assessments of the configuration, security posture, or performance characteristics of the Website, our networks, or computers;
- b. be fraudulent or involve the sale of counterfeit or stolen items, including, without limitation, use of the Website to impersonate another Person or entity;
- c. violate any law, statute, ordinance, or regulation, including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising;
- d. be false, misleading, or inaccurate;
- e. be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing;
- f. potentially be perceived as illegal, offensive, or objectionable;
- g. interfere with or disrupt computer networks connected to the Website;
- h. interfere with or disrupt the use of the Website by any other user;
- i. gain or attempt to gain unauthorized entry or access to the Website or the computer systems of others; or
- j. infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy.

3. SECURITY

3(a). Security. You agree to comply with any security and authentication techniques we may require to access the Website or to perform transactions within the Website. This can include, but is not limited to, username and password combinations, plug-ins, cookies, or telephone numbers, and unique internal and network identifiers for your computers and Mobile Devices you use to access the service (collectively, “Credentials”). We may set standards for any Credentials that you are required to use. We may require you to update your Credentials at any time.

You agree to keep your Credentials confidential and not share them with others. You agree to access the Website only from computers, devices, networks, and with software that you are authorized to use. It is your responsibility to ensure that your devices are secure and free from malicious software that could compromise your Credentials and other confidential information. If you do give someone your Credentials, you are authorizing that Person to use the Website, and you are responsible for all transactions performed by that Person, even those that you did not intend. In the event of unauthorized use of your Credentials, you may be liable for resulting losses to the extent permitted by law.

3(b). Notification of Unauthorized Access or Transactions. You agree to notify us at once if you believe an unauthorized Person may have obtained Credentials issued to you, or any of your Authorized Representatives or Designees, or may have accessed your Bank Accounts or linked Securities Accounts through the Website without your authorization. You agree to review your transactions online periodically and carefully, and to notify us if someone has, or may, conduct transactions without your permission, or if you suspect any other fraudulent activity related to your accounts.

Please refer to your other agreements you may have with us for other applicable liability limits and your obligations for reporting suspected unauthorized or erroneous activity.

4. Wire Transfers

4(a). Wire Service. When you use the Website, you can request that we transfer funds by wire from a Bank Account (“Funding Account”), with such instruction being an “Order.” The following provisions supplement the Commercial Bank Account Agreement for your Funding Account. If there is any conflict between these provisions and that Commercial Bank Account Agreement, these provisions will control with respect to wire transfers you order on the Website.

An Owner, Authorized Representative, or Designee with sufficient privileges, as reflected in our records, may request a wire transfer through the Website (see Schedule A).

4(b). Wire Funding. Orders you request through the Website in connection with a Bank Account will be funded in the manner described in your Commercial Bank Account Agreement, which may include transferal of funds from a linked Securities Account to provide funding for the Order. It is your responsibility to ensure you have sufficient funds for each Order you request as of the date of the Order and until it finally settles. We will likewise determine whether your Bank Account has



sufficient funds for a requested Order in the manner described in the Commercial Bank Account Agreement.

4(c). Reliance on Information Provided; Inconsistency of Name and Number; Complete and Accurate Information. If an Order describes the Person to receive the wire transfer (“Beneficiary”) inconsistently by name and account number, the wire transfer may be made based on the account number even if the account number identifies a Person different from the Beneficiary. If a wire transfer request describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. You acknowledge that you are responsible for providing us with all information required by the Beneficiary’s bank, including the reason for payment, if required. Sending wires without the required information can cause the wire to be delayed, returned, or assessed additional fees. You further acknowledge the Beneficiary account number and Beneficiary’s bank identification number (e.g., IBAN, RTN, IRC, and/or SWIFT BIC) you provide in connection with an Order will be complete and accurate, and you understand you could lose the transfer amount if the information is incorrect.

4(d). Wire Delivery. We may send an Order by any method we consider to be reasonable. We may transmit an Order directly to the Beneficiary’s bank, or indirectly to the Beneficiary’s bank through another bank, government agency, or other third party. We may utilize any reasonably selected funds transfer system or intermediary bank. You agree that your Order will also be governed by the applicable operating rules and other governing documents for the applicable funds transfer system. If there is a conflict between those operating rules and the provisions in this Agreement, these provisions will govern.

Our rights and obligations regarding Orders will be governed solely by the provisions in Section 4, of this Agreement, your Funding Account deposit agreement, and, to the extent applicable, federal law and the state laws governing your account. All Orders will be subject to the rules and regulations of any funds transfer system used by us, as amended from time to time.

4(e). Refund. If the Beneficiary’s bank does not pay the Beneficiary specified on the Order, a refund will be made only if, and after, we receive confirmation of the effective cancellation of the Order and we are in free possession of the funds debited or earmarked in connection with the Order. Any charges assessed by the Beneficiary bank or intermediary bank related to the return will be deducted from any refund.

4(f). Permitted Payees. We may, in our sole discretion, limit the accounts to which you may request an Order. These limitations may include, but are not limited to, restricting your ability to place requests for Orders with payee accounts other than those either previously used by you to fund your Bank Account, or to accounts that you have verified your ownership of to our satisfaction.

4(g). Errors and Liability. The limitations in this Section apply in addition to the provisions of Section 6. Any action we take to detect an erroneous Order or to attempt to detect an unauthorized Order, will be taken at our sole discretion. We will not in any situation be liable for failing to take an action we previously took to detect errors or unauthorized activity.



We are only responsible for making a good-faith effort to execute your Orders and exercising ordinary care. We will not be liable for any loss or damage due to the method of transmission we select, or a third party's, including the Beneficiary's, bank's failure, delay, or error in processing an Order. We are not liable for any delay or failure to perform if the delay or failure results from any cause beyond our reasonable control.

If you notify us that we have not transferred the full amount stated in an Order, our sole liability will be to correct the error as required by applicable law. If we execute an instruction in excess of the amount stated in an Order, to the extent that you, as the originator of the Order (the "Originator") do not receive the benefit of the Order, we will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Order instructions.

If you identify any errors in an Order, or unauthorized activity on your funding account, you agree to contact us immediately, and in no case later than the earlier of: (i) fourteen (14) days after you receive notice that the Order was accepted; or (ii) fourteen (14) days after you receive notice that your account was debited or credited with respect to the Order. We will not be responsible for any delays in payment or additional fees caused by your failure to promptly notify us.

4(h). Timing of Funds Transfers Initiated Through the Website. The cutoff hour applicable to domestic wire requests is 1:00 p.m. Pacific Time on any Business Day. A request is considered accepted when we execute it. All transfers submitted after 1:00 p.m. Pacific Time on a Business Day, or a non-Business Day, will be automatically processed on the next Business Day.

These times may vary if our other agreements with you, or information on the Website, provide a different schedule. Please review these materials before you initiate a funds transfer through the Website.

4(i). Cancellation and Amendment. Orders you request are final and cannot be canceled or changed by you. However, at your request, we can attempt to cancel or change an Order, but we will not be liable if we are unable to do so.

4(j). Fees and Taxes. You agree to pay any fees assessed in connection with wire transfers in the amounts and manner disclosed to you, including as posted on the Website or on any fee schedule we provide or make available to you. You also agree to pay taxes that are applicable to your wire transfer request, as well as any other additional fees that may apply.

4(k). Security. You agree to comply with any wire transfer security instructions we provide to you on the Website, which may include callback, security code, and secondary approver procedures for certain Designees, as described in Schedule A. You agree that the procedures we provide are commercially reasonable. If you reject those services, you will be responsible for any fraudulent or unauthorized transactions that could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence caused the loss. If we offer you a commercially reasonable security procedure that you reject, you agree that you are responsible for any wire transfer, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

5. COMMERCIAL ACCOUNTS ONLY; TERMINATION FOR PROHIBITED USE

5(a). No Consumer Use. Unless otherwise agreed to by Jiko in writing, you represent and warrant that the Bank Accounts and linked Securities Accounts will be established and used only for business and other commercial purposes and not for personal, family, household, or other consumer purposes. You understand and agree that we will rely upon this representation and warranty in opening and providing you with information about your accounts and in allowing you to use the Website.

5(b). Termination for Prohibited Use. Jiko may close the Bank Accounts and linked Securities Account and/or revoke your access to the Website if Jiko determines they are used for illegal activities or purposes not permitted by this Agreement or other agreements governing your accounts.

6. DISCLAIMERS, LIABILITIES AND YOUR AGREEMENT TO INDEMNIFY US

6(a). Disclaimer of Warranties. To the fullest extent permitted by law, we make no warranties of any kind for the Website, either expressed or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose and non-infringement. We do not warrant that the Website or access to your accounts will be uninterrupted or error-free, that information provided to you will be accurate or reliable, that defects will be corrected, or that our systems that make the Website available are free of viruses or other harmful components. Access to the Website is provided “as is” with all faults.

At certain times, the Website may not be available due to system maintenance, circumstances beyond our control, or other reasons. During these times, for banking services, you may be able to use our customer service. You agree that we have no liability to you for any period of time during which the Website is not available to you, regardless of the cause.

6(b). Limits on Our Liability and Obligations to You. In no event will we or any of our officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for: (i) direct damages caused other than by our own willful misconduct; or (ii) indirect, special, incidental, consequential or punitive damages whatsoever (including but not limited to, damages for lost profits, lost opportunity costs or loss of goodwill arising out of or related to the use of or inability to use the Website or access your accounts, even if we have been advised of the possibility of such damages). We will not be liable for any failure to perform our obligations if such performance, in our reasonable judgment, would be a violation of applicable law or regulation or regulatory directive or guidance. We shall not be liable for any act or omission of any third party (such as, for example, any provider of email or telecommunications services, Internet access, or computer equipment or software) or any circumstances beyond our control (such as, for example, a fire, flood or other natural disaster, pandemic, act of God, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services). Our liability to you for any act or failure to act shall not exceed any direct resulting loss, if any, which you incur, and payment of any interest or dividends. In any case, we will not be liable for any special, incidental, exemplary, punitive, or consequential losses or damages of any kind, regardless of whether you informed us of the possibility of such damages.



We will not have any liability in connection with any unauthorized interception or use of data relating to the accounts accessed through the Website for any reason or cause over which we do not have direct control, including problems attributable to your email account, computer hardware or software (including computer viruses), telephone or other communications, or Internet service providers. We will not have liability for any adverse effects to your accounts caused by any spam block programs or firewalls that may prohibit electronic communications, and/or account information access through the Internet.

We do not make any representation that any content or use of the Website is appropriate or available for use in locations outside of the continental United States, Alaska, or Hawaii.

In no event will we be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

6(c). No Obligation to Honor Certain Transactions. We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- a. is not in accordance with any term or condition of this Agreement or any other agreement applicable to the relevant Bank Account or linked Securities Account;
- b. we have reason to believe may not be authorized by you or any other Person whose authorization we believe is necessary, or involves funds or other property subject to a hold, dispute, restriction, or legal process we believe prevents the transaction or instruction;
- c. would violate:
 - (1) any applicable provision of any risk control program of a federal agency or regulatory authority, or
 - (2) any applicable rule or regulation of any other federal or state regulatory authority;
- d. is not in accordance with any other requirement of our policies, procedures, or practices; or
- e. we have other reasonable cause not to honor for our or your protection.

6(d). Your Agreement to Indemnify Us. You will be liable for our costs, attorneys' fees, and disbursements, to the extent permitted by law, in collecting any amounts you owe us or otherwise in enforcing our rights under this Agreement. We may deduct such amounts from any Bank Account or Securities Account without notice.

You agree to indemnify, defend and hold harmless us and our affiliates, and our and their respective directors, officers, employees, agents, successors, and assigns (collectively "Indemnified Parties"), from and against any third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with: (i) our compliance with any instructions given by you or your Authorized Representatives and Designees; (ii) from us acting as your agent; or (iii) otherwise administering your accounts or the Website. You agree to reimburse the



Indemnified Parties for all claims, costs, losses, and damages we may incur, including reasonable attorneys' fees, in connection with your use of the Website or in accessing your accounts, except to the extent caused by our failure to exercise ordinary care. We may charge any of your accounts with us for any such losses, liabilities, or expenses without prior notice to you. With respect to your act, omission, negligence, or fault, you agree to reimburse the Indemnified Parties for all claims, costs, losses, and damages, including fees paid for collection. Nothing in this Agreement may be construed to limit any rights or defenses available to the Indemnified Parties, or any warranty, indemnity, or liability imposed on you, under applicable state or federal laws or regulations or any separate agreements applicable to your accounts.

7. NOTICES AND COMMUNICATION

7(a). Notices Generally. Account-Related Information and any other agreements, notices, or other communications may be provided to you electronically via email, through a mobile application we provide, or by posting on a website. You consent and agree to receive communications from us in an electronic form. You agree to print a paper copy of or download any electronic communication and retain it for your records.

To use the Website you must provide us with a correct and operational email address and phone number, and you must promptly notify us of any change in your email or phone number. We are not responsible for undelivered or undeliverable email. Documents and communications we provide to you electronically are deemed received by you when we send them to your email on file with us or at the time we make them available to you in a mobile application we provide, or post them in a messaging center on our Website. You agree that it is your responsibility to periodically check for electronic communications. You acknowledge that such delivery will be effective delivery for the purpose of any applicable rules whether or not you access or review such communication.

Electronic communications we send by email will be sent to the primary email addresses reflected in the Bank's records. Any changes to this address must be updated with us immediately.

If a Bank Account and linked Securities Account have multiple Owners, you agree that we may deliver Account-Related Information to one Owner. You agree that delivering Account-Related Information to one Owner is the same as delivering to all Owners. It is the responsibility of the Person receiving the Account-Related Information to provide copies to all other Owners.

7(b). Telephone and Text Messages. We may monitor and record telephone calls, including to create and maintain records of, including without limitation, telephonic wire transfer requests and callback confirmations. You consent in advance to any such recording. We need not remind you of our recording before each telephone conversation unless required by your state's law. Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you leave by voice mail.

You authorize us to contact you regarding your Bank Account and Securities Account at any telephone number that you have previously provided to us or that you may subsequently provide to us, including through the use of voice and voicemail, pre-recorded or artificial voice messages, and an automated dialing device and text messages.



7(c). Returned and Unclaimed Notices Sent to You. This section describes what we may do in the event Account-Related Information or other notices we send to you are returned as undeliverable. If this happens, unless prohibited by law, you agree we may discontinue sending Account-Related Information or other notices to you until you provide a valid postal or email address to us.

We may also:

- a. destroy Account-Related Information that is sent to you and returned to us as undeliverable;
- b. hold the Account-Related Information for your Account for you to pick up; or
- c. discontinue sending the Account-Related Information through the address or electronic address creating the returns, and send information to you using an alternative delivery channel.

7(d) Notices to Us. Notices you provide to us must comply with the terms of Schedule B.

7(e). Address Changes. You agree that you will notify us immediately in the event of a change to your physical address, postal address, or email address.

7(f). When Notices are Effective. Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. You assume the risk of loss in the mail or otherwise in transit. Any notice or Account-Related Information we send you will be effective when mailed, sent electronically, or otherwise made available to you by posting online or holding for pick up.

7(g). Communicating Electronically on Your Behalf. You authorize us to send emails and text messages to you, and to other Persons on your behalf whenever we believe it necessary or helpful to carry out your instructions. Emails and text messages we send to others may identify you by name and may state that we are sending them on your behalf and according to your instructions. We may send email and text messages to any email address or telephone number you have provided to us, including mobile/cellular telephone numbers that could result in charges to the owner of the telephone account.

8. GENERAL PROVISIONS

8(a). Amendments to this Agreement. We may amend or change (add to, delete from, or modify) the terms and conditions of this Agreement at any time and without prior notice to you unless required by law. You agree that we may make changes that are effective immediately upon updating the version available to you or at such other date we designate. When we change this Agreement, the updated version of this Agreement supersedes all prior versions and governs your use of the Website. Your continued maintenance of the Bank Accounts with us indicates your consent to any such changes, additions, deletions, or modifications. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to such termination.

8(b). Our Right to Terminate this Agreement and Suspend Service. This Agreement will remain in effect until terminated. Unless otherwise required by applicable law, we may terminate this



Agreement and/or your access to any Bank Account and linked Securities Account through the Website at any time, for any reason or no reason, immediately and without notice to you. If you or we terminate the Agreement, the obligations you owe and our rights under this Agreement that arose before termination will still be in effect.

If you violate any terms of this Agreement (including the failure to pay fees under any applicable fee schedule) or any other agreement you have with us, we may suspend or terminate your access to any of your accounts. Your liability under this Agreement is not affected. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

8(c). Your Right to Terminate this Agreement. You may terminate this agreement by stopping your use of the Website and providing notice to us. If you wish to cancel this Agreement, you may have the ability to do so through the Website, or you may contact customer service. Any notice of termination or cancellation you provide will not be effective until we actually receive it and have a reasonable opportunity to act upon it.

Payment(s) already processed before your requested cancellation is effective will be completed. If you have Scheduled Payments set for after the cancellation is effective, these will not be completed.

Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to such termination. If you cancel this agreement, we may close your Bank Account and linked Securities Account.

8(d). Suspension of Access. We may suspend your access to the Website and your accounts entirely at any time and for any reason or no reason. We will not be required to reinstate your access. You may request reinstatement of a suspended account by contacting customer service.

8(e). Terms Survive Termination. All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions.

8(f). Governing Law. This Agreement will be read and interpreted according to the laws of the State of California, without regard to conflict-of-law rules, provided that the Arbitration Agreement included with this Agreement is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (“FAA”). In any legal action or claim regarding this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

8(g). Proprietary Rights. Other than your personal account information, all content included or available on the Website, such as advertisements, text graphics, logos, button icons, images, audio clips, and software, is the property of Jiko, and/or third parties, and is protected by copyrights, trademarks, or other intellectual and proprietary rights. The compilation (meaning the collection, arrangement, and assembly) of all content on the Website is the exclusive property of Jiko and/or its licensors, and is protected by copyright or other intellectual property rights.



The trademarks, logos, and service marks displayed on the Website (collectively the “Trademarks”) are the registered and unregistered trademarks of Jiko, or third parties. Under no circumstances may you use, copy, alter, modify, or change these Trademarks. Nothing contained on the Website should be construed as granting, by implication or otherwise, any license or right to use any Trademark without the express written permission of Jiko, or the third party which has rights to such Trademarks, as appropriate.

8(h). Export Control; International Use. The United States controls the export (including the download) of products and information containing encryption (“Controlled Technology”) under the Export Administration Regulations (“EAR”). This Website may contain Controlled Technology subject to EAR. You agree to access and/or download Controlled Technology related to this Website. You further agree in your use of the Website not to access or download Controlled Technology from any country where such access or download is prohibited by U.S. export control laws and agree that you are not a Person or entity to whom such access or download is prohibited. Those choosing to access the Website from locations outside the U.S. do so at their own risk and are responsible for compliance with local laws.

8(i). Entire Agreement. This Agreement, and the other agreements referenced herein, represent the entire agreement between you and Jiko regarding the Website, and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access. If any provision of this Agreement is invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired and will remain in full force. Nothing in this Agreement, whether express or implied, is intended to confer any right or remedy on any person as to this Agreement other than the parties to this Agreement, and no action may be brought against Jiko by any person or entity claiming to be a third-party beneficiary to this Agreement.

8(j). Waiver. Any waiver by us must be approved in writing by an authorized representative of the Jiko. If a waiver is approved by us, we are not obligated to provide similar waivers in the future. We may delay enforcing or not enforce any of our rights under this Agreement without losing or waving any of our rights.

Our failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on our part to exercise any power or right given to us in this Agreement, or a continued course of such conduct on our part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any further exercise.

8(k). Headings. Headings are for reference only and in no way define, limit, construe, modify, qualify, or describe the scope or extent of such section.

8(l). External Links. Links to other sites may be provided on the Website for your convenience. By providing these links, we are not endorsing, sponsoring, or recommending such sites or the materials disseminated or services provided by them. We are not responsible for the materials, services, or other situations at or related to or from any other site and make no representations concerning the content of sites listed in any part of the Website.



You agree that we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites listed in any search results or otherwise linked to the Website. For example, if you “click” on a banner advertisement or a search result, your “click” may take you off the Website. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Website may send cookies to users that we do not control.

8(m). Linking to the Website. You may not link to pages of our Website without our express written permission. You also may not “frame,” or otherwise present, material from our Website on another Website without our express written permission. We reserve the right to disable links from any third-party sites to the Website.

8(n). Assignment. This Agreement is binding upon and shall inure to the benefit of the parties and their permitted successors and assigns. You may not assign or transfer any rights or obligations you have under this Agreement without our prior written consent. We reserve the right to transfer any right or obligation under this Agreement or with respect to any service to independent contractors or other third parties without your consent.

8(o). Privacy and Use of Information. You agree that we may, in our sole discretion, collect and retain certain information and use that information to market our products and services to you. The type of information we may collect, retain, and use concerning you includes, but is not limited to, your name, address, phone number, email address, and the IP address and other identifiers related to the computers and Mobile Device(s) you use to access the Website. The information may be stored in the United States or other countries, and is protected in accordance with Jiko information security standards.

You agree that if you access the Website, we may track and record your geographic location. We may use automated processes to detect any use of the Website that violates the terms of this Agreement or any applicable law.

Schedule A

Designees

We presently allow the following Designees to be appointed on the website. Designees have the viewing and transaction authority described below. Any Order initiated on the Website by a Designee must be first requested by a Designee with requisite authority and then approved by a second and separate Designee with requisite authority. For accounts with only one Designee, we may require alternative means of verification. You agree that this process provides commercially reasonable protections to you in connection with the Orders you request on the Website.

Viewers

Viewers can view all accounts and transactions through the Website. They are unable to manage other Designees on the Website, and do not have permissions to request or approve Orders. You authorize each Viewer you designate to have access to your account information and transaction history, including sensitive information.

Makers

Makers can view all accounts and transactions and are permitted to request the creation of an Order from your Bank Account(s) and may request the movement of funds between accounts you own with us ("Account Transfers"). Makers cannot manage other Designees on the Website or approve Orders or Account Transfers that they or others have requested. You authorize each Maker you designate to have access to your account and to initiate requests for Orders and Account Transfers requests on the Website. Each Maker will be able to see balance information, transaction activity, and account statements related to your Bank Accounts. Makers will also be able to see other sensitive information, like your account numbers. Makers will also be able to request the creation of Orders and Account Transfers on the Website, but will not be able to approve the Orders or Account Transfers they or others have requested.

Checkers

Checkers can view all accounts and transactions and are permitted to request the creation of an Order from your Bank Account(s) and approve Orders and Account Transfers that have been requested by others on the Website. Checkers cannot manage other Designees on the Website or approve Orders or Account Transfers that they have requested themselves. You authorize each Checker you designate to have access to your account and to initiate requests



for Orders and Account Transfers on the Website. Each Checker will be able to see balance information, transaction activity, and account statements related to your Bank Accounts. Checkers will also be able to see other sensitive information, like your account numbers. Checkers will also be able to request the creation of Orders and Account Transfers on the Website, and will be able to approve or deny the Orders and Account Transfers others have requested.

Admin

An Admin has all the access and authority of a Checker. Admins you identify may also designate additional Persons as Designees, and manage the levels of authority they possess.



Schedule B

Notice

Any notice or communication to us contemplated under this Agreement must be provided at the contact information below and will not be deemed received by us until we have had a reasonable opportunity to act upon it. You can also contact us here if you have any questions about your Bank Accounts:

Telephone: 1-833-333-JIKO (1-833-333-5456) (if calling from outside the United States, call +1-510-788-8810).

Emailing: account.support@jiko.io.