



Odola Account Agreement

(also referred to as the Accountholder Agreement)

Last Updated: 10 July 2026

This Account Agreement (this **“Agreement”**) is a legal agreement between you, the accountholder (**“you,” “your,”** or the **“Accountholder”**), and Lead Bank, Member FDIC (**“Lead Bank,”** the **“Bank,”** **“we,”** **“us,”** or **“our”**). It governs the account that Lead Bank makes available to you through the Odola mobile application (the **“App”**) and related services (your **“Account”**).

Odola, Inc. (**“Odola”** or the **“Program Manager”**) is a financial technology company and is not a bank. Odola acts as Lead Bank’s program manager and service provider for specified onboarding, technology, servicing, customer-support, compliance-support, payment-instruction, and related functions. Lead Bank opens and maintains your Account, holds your Account funds for your benefit, and is the issuer of any debit card linked to your Account. Odola does not hold, possess, or control Account funds held by Lead Bank. Odola is an express third-party beneficiary of provisions that expressly apply to or confer rights on Odola and may enforce those provisions, but Odola is not a party to the bank-customer Account relationship.

Please read this Agreement together with the Odola Platform Terms of Service (the **“Platform Terms”**), the Cardholder Agreement (if you request a Card), the Fee Schedule and Regulation E short-form and long-form Account disclosures in Section 9, the Electronic Fund Transfer Disclosure in Section 11, Odola’s Privacy Notice and Lead Bank’s applicable privacy notices, the E-Sign Consent, any separate TCPA Consent Disclosures, and, if you use international transfer services, the International Money Transfer Service Terms. Together with this Agreement, these documents form the terms, disclosures, and consents that apply to the services you use, as applicable, with us and, where applicable, with Odola. Any consent that applicable law requires us to present separately, including any separate TCPA consent, is not bundled with acceptance of this Agreement.

This Agreement is one of the **“Bank Agreements”** referred to in the Platform Terms. If this Agreement conflicts with the Platform Terms with respect to your Account, your Account funds, or any bank service provided by Lead Bank, this Agreement controls. If there is a conflict among documents, the following order applies, unless applicable law requires a different result: (1) transaction-specific disclosures provided at the time of a transaction, including remittance-transfer disclosures; (2) the Regulation E short-form and long-form Account disclosures in Section 9 and the Electronic Fund Transfer Disclosure in Section 11, with respect to the fees, EFT rights, liability, and error-resolution matters they cover; (3) the International Money Transfer Service Terms for international or remittance-transfer matters; (4) this

Agreement and the applicable Cardholder Agreement for Lead Bank Account and Card services; (5) the Fee Schedule in Section 9; (6) the Platform Terms; and (7) other general App, website, or service terms. No document limits non-waivable rights.

Odola is a financial technology company, not a bank, and is not FDIC-insured. Your Account is provided by Lead Bank, Member FDIC. Funds held at Lead Bank in your Account are eligible for FDIC pass-through deposit insurance up to \$250,000 per depositor, per FDIC-insured bank, for each account ownership category, subject to applicable conditions. FDIC insurance covers the failure of Lead Bank only; it does not cover the failure of Odola. Full details of pass-through coverage, the conditions that apply, aggregation, exclusions, and funds-in-transit limitations are set out in Section 4(c).

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THIS AGREEMENT, YOU ARE AGREEING, WITH LIMITED EXCEPTIONS, TO RESOLVE DISPUTES BETWEEN YOU AND LEAD BANK (AND, WHERE APPLICABLE, ODOLA) THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. YOU ALSO WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. PLEASE REVIEW SECTION 22 CAREFULLY. YOU MAY OPT OUT OF ARBITRATION AS DESCRIBED IN SECTION 22.

1. ABOUT THIS AGREEMENT AND DEFINITIONS

By opening or using an Account, you agree to be bound by this Agreement and by the other Bank Agreements and documents that apply to the services you use. If you do not agree, do not open or use an Account.

In this Agreement: your “Account” means the Lead Bank account made available to you through the App; your “Card” means any Lead Bank-issued debit card linked to your Account, which is governed by a separate Cardholder Agreement; a “Business Day” means a day on which Lead Bank is open to the public for carrying on substantially all of its banking functions, generally Monday through Friday excluding federal holidays, except that for a remittance transfer “Business Day” has the meaning required by Regulation E, Subpart B, where applicable; a “Banking Day” means that part of a Business Day during which Lead Bank is open to the public for carrying on substantially all of its banking functions; and the “Services” means the Account, Card, payments, transfers, and related services made available to you by Lead Bank through the App. Headings are for convenience only and do not affect interpretation.

2. ELIGIBILITY AND WHO MAY OPEN AN ACCOUNT

To open and maintain an Account, you must:

- (a) be at least eighteen (18) years of age;
- (b) be a resident of the United States with a valid U.S. residential street address (P.O. boxes alone are not sufficient);
- (c) provide a valid U.S. Social Security Number, Individual Taxpayer Identification Number, or other identification we expressly accept in the App;
- (d) be able to form a binding contract under applicable law;
- (e) use the Account only for your own personal, family, or household purposes; and

- (f) not be barred from using the Account under applicable law, sanctions restrictions, this Agreement, the other Bank Agreements, any prior closure of a Lead Bank account, or any prior termination or restriction of your Odola platform relationship under the Platform Terms.

You may open and maintain only one Odola personal profile and one Account of each type we make available to you, unless we expressly permit otherwise in writing. You may not use the Account to operate a business, process payments for any other person, act as a money services business, hold funds for others, intermediate transactions for others, collect funds from multiple persons for onward transfer, or facilitate transactions for a third party. You represent that all information you provide to us or Odola is true, accurate, current, and complete, and you agree to update it promptly when it changes.

3. IDENTITY VERIFICATION AND CONSENTS

(a) Customer Identification. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. To comply with the USA PATRIOT Act, the Bank Secrecy Act, sanctions laws, fraud-prevention requirements, payment network rules, and other legal and regulatory requirements, Lead Bank, Odola, and our service providers must obtain, verify, and record information that identifies you. We may ask for your name, address, date of birth, Social Security Number, Individual Taxpayer Identification Number, government identification, source of funds, transaction purpose, occupation, income, expected account activity, and other identifying or risk-related information.

(b) Verification Sources. You authorize Lead Bank, Odola, and our service providers to verify information you provide using government records, public records, databases, consumer reporting agencies, fraud-prevention providers, identity-verification providers, payment networks, financial institutions, telecommunications providers, and other lawful sources. These checks may occur at onboarding and on an ongoing basis.

(c) Social Security Administration Verification. Where we use the Social Security Administration (“SSA”) verification service, you authorize the SSA to verify whether your name, Social Security Number, and date of birth match SSA records, including the basis for any no-match response, and to disclose the verification result to Lead Bank, Odola, and our identity-verification service providers. Your authorization is for a one-time validation to be completed within ninety (90) days after you provide consent, unless a shorter period is required by law or we request a new consent. To the extent applicable law or SSA rules require a separate consent, we will present that consent separately.

(d) Sanctions and Financial Crimes Screening. You authorize Lead Bank and Odola to screen you, your transactions, transaction recipients, counterparties, and related information against U.S. and applicable international sanctions and watchlists and to review related politically exposed person, adverse-media, fraud, and financial-crime information. We may take any action we reasonably determine is required or appropriate, including delaying, declining, blocking, freezing, reversing, reporting, restricting, or closing transactions, Accounts, Cards, or Services.

(e) Wireless Carrier Consent. You authorize your wireless carrier to use or disclose information about your wireless account, subscriber status, device, phone number, and related network information to

Lead Bank, Odola, and our service providers during your relationship with us, solely to help identify you or your device, prevent fraud, and protect the Services.

(f) Ongoing Information. You agree to provide promptly any additional information that Lead Bank, Odola, or our service providers reasonably request to comply with legal, regulatory, risk, fraud-prevention, transaction-monitoring, or program requirements. Failure to provide requested information may result in rejection or delay of an application or transaction, or suspension, restriction, or closure of your Account, Card, or access to the Services.

4. YOUR ACCOUNT

(a) Nature of the Account. Your Account is a Lead Bank account relationship made available to you through the App under the Lead Bank-sponsored program. Lead Bank may maintain your Account through one or more custodial or for-the-benefit-of (“FBO”) accounts established for the benefit of Odola customers and attribute funds and transactions to you through Lead Bank and Odola records. Lead Bank may assign account numbers or other identifiers to support deposits, payments, transfers, and attribution of transactions and balances to your Account.

(b) Customer Funds. You are the ultimate owner of the funds attributed to your Account. Those funds are received, held, and remitted by Lead Bank solely for your benefit; they are not Odola property, and Odola does not have possession, custody, or control of them. Odola maintains detailed customer-level subledger and reconciliation records that identify your ownership interest and may transmit payment information, transaction instructions, ledger information, and customer information to Lead Bank to support Lead-approved Account, Card, payment, and international transfer services. Your rights in your Account and Account funds are governed by this Agreement, the other applicable Bank Agreements, and applicable disclosures.

(c) FDIC Pass-Through Deposit Insurance. Odola is a financial technology company, not a bank, and is not FDIC-insured. Your Account is provided by Lead Bank, Member FDIC. Your Card is issued by Lead Bank, Member FDIC, and provides access to funds in your Account.

Funds in your Account are held at Lead Bank in a custodial account established for the benefit of Odola customers. If the applicable conditions are satisfied, those funds are eligible for FDIC deposit insurance on a pass-through basis, up to the standard maximum deposit insurance amount of \$250,000 per depositor, per FDIC-insured bank, for each account ownership category, if Lead Bank fails.

Pass-through coverage is not automatic. It applies only if applicable legal and recordkeeping requirements are met. These include that your funds must be on deposit at Lead Bank; Lead Bank’s account records and naming conventions must show that the funds are held in a fiduciary or custodial capacity for Odola customers; records maintained in the ordinary course of business must identify each customer and each customer’s balance; and the relationship supporting pass-through coverage must be genuine. Lead Bank is responsible for its custodial books, records, and account naming, and Odola maintains the customer-level subledger and reconciliation records that support identification of each customer’s ownership interest.

Your FDIC insurance coverage is shared across all deposits you hold at Lead Bank in the same ownership category. If you also hold deposits at Lead Bank directly or through another program that uses Lead Bank, those balances are added to your Account balance for purposes of the \$250,000 limit.

Funds may not be FDIC-insured before they are received by Lead Bank, after they leave Lead Bank, or while they are otherwise not deposits at Lead Bank.

FDIC insurance protects against the failure of Lead Bank only. It does not protect against Odola's failure, insolvency, or bankruptcy; the failure of a service provider; operational interruption; fraud; theft; scams; card or transfer disputes; failed or delayed transactions; or market loss. It does not apply to any non-deposit product, which is not a deposit or obligation of, or guaranteed by, Lead Bank and may lose value.

To learn more about FDIC deposit insurance, visit [fdic.gov](https://www.fdic.gov) or use the FDIC's Electronic Deposit Insurance Estimator (EDIE) at [edie.fdic.gov](https://www.edie.fdic.gov).

(d) No Interest. Your Account does not pay interest. No interest or other earnings will be paid or credited to your Account. Any interest or other earnings attributable to funds in the underlying custodial or FBO account, if any, will be credited to Odola and will not be paid or credited to you.

5. ACCOUNT TERMS AND BALANCE INFORMATION

(a) Opening Deposit and Balance Requirements. No minimum deposit is required to open an Account. No minimum balance is required to maintain an Account or to avoid a minimum-balance fee. An Account that remains inactive or maintains a zero (\$0.00) balance for twelve (12) continuous months may be closed, as permitted by applicable law and this Agreement (see Section 12).

(b) No Interest. Your Account does not pay interest, as described in Section 4(d).

(c) Fees and Regulation E Account Disclosures. Fees that may apply to opening, maintaining, or using your Account or Card, and the conditions under which they apply, are set forth in the Fee Schedule and the Regulation E short-form and long-form Account disclosures in Section 9 and are available in the App. Charges for the separate, optional international money transfer service are addressed in Section 20, the International Money Transfer Service Terms, and the transaction-specific disclosures provided before each transfer is authorized. See Sections 9, 16, and 20.

(d) Transaction Limitations. Limits may apply to deposits, transfers, Card transactions, ATM withdrawals, international transfers, and other transactions. Limits may be daily, monthly, per-transaction, or otherwise based on transaction type, Account status, destination, risk review, fraud-prevention controls, regulatory requirements, and other program criteria. Limits applicable when you open your Account will be shown in the App before Account opening and will remain available in the App. We will provide advance notice of a change when required by applicable law.

6. DEPOSITS AND FUNDS AVAILABILITY

(a) Adding Funds. You may add funds to your Account using the methods we make available in the App, which may include direct deposit, incoming ACH credits, incoming instant payments, transfers from a linked external account, and other methods we offer from time to time. We may decline, limit, hold, or

return any deposit for legal, compliance, risk, operational, security, or program reasons, subject to Sections 6(b) and 6(d) and applicable law.

(b) Availability of Funds. Our policy is to make an electronic payment received by Lead Bank available on the Business Day we receive and post it. Except for FedNow payments governed by Section 6(d), if we delay availability of an electronic payment, it will be available no later than the next Business Day after the Banking Day on which Lead Bank receives both finally collected funds and the account and amount information needed to credit your Account, unless applicable law permits a restriction. Different timing may apply to a provisional credit for a transfer initiated by debiting a linked account or card before Lead Bank receives final funds. We will provide any notice required by law. “Business Day” and “Banking Day” are defined in Section 1.

(c) Provisional Credit and Returns. Except where a payment rail provides otherwise, including for an incoming FedNow payment accepted by Lead Bank under Section 6(d), credits to your Account for incoming transfers are provisional until the funds are finally settled. If a provisional credit is reversed, returned, charged back, or not finally settled, we may deduct the amount from your Account, and you agree to repay any resulting negative balance as described in Section 10.

(d) Instant Payments (FedNow); Receiving Funds and Availability. The FedNow Service is a real-time payment service operated by the Federal Reserve Banks. Currently, you may receive incoming FedNow credits to your Account; you cannot send FedNow payments. FedNow credits can be received 24 hours a day, 7 days a week, including weekends and holidays. Payments are routed and posted based on the account and routing number provided, not by name matching. FedNow payments generally cannot be revoked after acceptance; a return normally requires a separate payment and may not be available. We may screen an incoming FedNow credit and delay acceptance while conducting a review permitted by Regulation J, or reject a payment where permitted or required for legal, sanctions, fraud-prevention, operational, or security reasons. Once Lead Bank accepts a FedNow payment order, we will immediately credit your Account and make the funds available. After acceptance, access may be restricted only as required or permitted by applicable law, including legal process, sanctions, or regulatory requirements. Any fees for FedNow payments are set out in the Fee Schedule (Section 9). FedNow transaction information is used and shared as described in the applicable privacy notices and Section 14. The FedNow Service is a payment rail and is not itself FDIC-insured; FDIC insurance applies to eligible deposits held in your Account as described in this Agreement, regardless of whether funds are received via FedNow, ACH, or another method. Nothing in this Section limits your rights under Section 11 or other non-waivable law.

7. WITHDRAWALS, TRANSFERS, AND MONEY MOVEMENT

(a) Transaction Instructions. When you initiate or authorize a transaction through the App, you authorize Lead Bank, Odola, and their service providers to receive, rely on, process, transmit, settle, reverse, or otherwise act on your instructions using the applicable payment network, card network, bank rail, correspondent bank, receiving institution, or service provider.

(b) Available Methods. Subject to availability, eligibility, limits, and the Bank Agreements, the Services may support ACH transfers, same-day ACH, internal transfers between Odola accounts, incoming instant payments including FedNow credits where available, debit Card transactions, international transfers, and

other payment methods we make available in the App. The methods available to you, and any limits, are shown in the App and may change from time to time.

(c) Accuracy of Instructions. You are responsible for ensuring that all recipient, account, routing, address, country, currency, amount, purpose, and other transaction information is accurate before you submit a transaction. We may be unable to cancel or recover funds sent using incorrect information.

(d) Review, Delay, Rejection, or Reversal. Lead Bank may, directly or through Odola acting as Lead Bank's service provider, delay, reject, return, reverse, block, freeze, or cancel a transaction for legal, compliance, fraud, risk, operational, sanctions, network, recipient, account-status, or security reasons. Payment networks, correspondent banks, receiving institutions, and other service providers may take similar action where permitted by applicable rules or law.

(e) Finality and Availability. Certain transactions, including instant payments, Card transactions, and some international transfers, may be final or difficult to reverse once submitted. Timing, availability of funds, settlement, and reversals are governed by this Agreement, the applicable service terms, applicable network rules, and applicable law.

(f) External Accounts. If you link an external account, you represent that you own or are authorized to use that account. You authorize Lead Bank, Odola, and our service providers to verify the external account, obtain information about it, and initiate deposits, withdrawals, corrections, reversals, and related entries you request or authorize. You may revoke an external-account authorization in the App or by contacting customer support, but revocation may not affect transactions already initiated, pending transactions, or actions required to complete, correct, reverse, or investigate prior transactions.

(g) Payment Authorizations. You agree to provide all authorizations required by applicable payment network rules and law, including authorizations required for ACH debits or credits. You may not initiate or authorize a transaction unless you have the legal right to do so and all information you provide is accurate and complete.

8. STATEMENTS AND ACCOUNT INFORMATION

Account statements, transaction history, tax forms, notices, disclosures, and other information may be provided through the App or delivered electronically, subject to the E-Sign Consent and the Bank Agreements. We will provide a periodic statement electronically for each monthly statement cycle in which there is an EFT or other Account activity, and at least quarterly otherwise where required by applicable law. Each periodic statement and transaction history will show all fees assessed and, as required for prepaid accounts, the total fees assessed for the prior calendar month and the calendar year to date. We will provide the error-resolution notice required by Regulation E annually or in abbreviated form with each periodic statement, as permitted by law. You can review your transactions in the App at any time. Except where Regulation E provides an exception, including transfers of \$15 or less, a receipt will be made available when you initiate an EFT at an electronic terminal. If you have arranged for direct deposits to your Account at least once every sixty (60) days from the same person or company, you can confirm whether the deposit has been made by checking the App or by calling Odola customer support at +1 (978) 765-1589. It is important that you review your statements and transaction history promptly and tell us at once if you believe there is an error or unauthorized activity (see Section 11).

9. FEE SCHEDULE AND REGULATION E ACCOUNT DISCLOSURES

Fees applicable to opening, maintaining, or using your Account or Card are set out in the Fee Schedule, the short-form disclosure below, and the long-form disclosure below. We may deduct an applicable Account or Card fee from your Account to the extent permitted by law and the Bank Agreements. International money transfers are a separate, optional service. Any charge for that service depends on transaction-specific factors and is shown, together with the applicable exchange rate and other required information, before you authorize and pay for the transfer; it is not included in the Account fee forms below. Third parties, including merchants, ATM operators, correspondent banks, receiving institutions, mobile carriers, or other financial institutions, may charge separate fees. We may change Account or Card fees only in accordance with Section 16 and applicable law.

Financial institution: Lead Bank, Member FDIC. Account program: Odola Account. Program manager: Odola, Inc. Purchase price: \$0. Activation fee: \$0.

Regulation E Short-Form Disclosure

Odola Account

Monthly fee \$0	Per purchase \$0	ATM withdrawal \$0 in-network \$0 out-of-network	Cash reload N/A
ATM balance inquiry		\$0 in-network; \$0 out-of-network	
Customer service		\$0 automated per call; \$0 live agent per call	
Inactivity		\$0	
We charge 0 other types of fees for the Account.			

No overdraft/credit feature.

Your funds are eligible for FDIC insurance.

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

Find details and conditions for all fees and services in the Long-Form Disclosure below and in the App.

Long-Form Disclosure: Odola Account — List of All Account Fees

Account fee	Amount	Details
Get started		
Purchase price	\$0.00	There is no purchase price to open your Account through the App.
Activation fee	\$0.00	There is no activation fee.

Account fee	Amount	Details
Monthly use		
Monthly fee	\$0.00	There is no monthly maintenance fee.
Minimum balance fee	\$0.00	No minimum balance is required.
Inactivity fee	\$0.00	There is no inactivity or dormancy fee.
Spend money		
Per purchase	\$0.00	There is no Odola or Lead Bank fee to make purchases with your Card.
ATM withdrawal	\$0.00	Odola ATM fee: \$0.00 in-network and \$0.00 out-of-network. The ATM operator or network may charge a separate fee, which is not charged by Odola or Lead Bank and is usually shown on the ATM screen before you complete the transaction.
ATM balance inquiry	\$0.00	Odola balance-inquiry fee: \$0.00 in-network and \$0.00 out-of-network. The ATM operator or network may charge a separate fee, which is not charged by Odola or Lead Bank.
Overdraft / insufficient funds fee	\$0.00	We do not authorize overdrafts and do not charge overdraft or insufficient-funds fees. Transactions are generally declined if available funds are insufficient, although negative balances may result as described in Section 10.
Add money		
Direct deposit / incoming ACH credit	\$0.00	There is no fee to receive direct deposits or other incoming ACH credits.
Standard ACH transfer	\$0.00	There is no fee to add money by standard ACH transfer when this feature is available.
Instant debit-card top-up	\$0.00	There is no Odola or Lead Bank fee to add money by instant debit-card top-up when this feature is available.
Incoming FedNow / instant payment credit	\$0.00	There is no fee to receive an incoming FedNow or other instant payment credit when this feature is available.
Card services		
Virtual card	\$0.00	There is no fee for a virtual Card.
Physical card issuance	\$0.00	There is no fee to order a standard physical Card when this feature is available.

Account fee	Amount	Details
Physical card replacement	\$0.00	There is no fee to replace a physical Card when this feature is available.
Card dispute / chargeback	\$0.00	There is no fee to dispute a transaction.
Customer service		
Automated customer service	\$0.00	There is no fee for automated customer service calls.
Live-agent customer service	\$0.00	There is no fee for live-agent customer service calls.

This Account is provided by Lead Bank, Member FDIC, under the Odola program. Odola is a financial technology company, not a bank, and is not FDIC-insured. Your funds are eligible for FDIC insurance. If applicable pass-through requirements are satisfied, funds held at Lead Bank for your benefit are insured up to \$250,000 in the event Lead Bank fails, aggregated with your other deposits at Lead Bank in the same ownership category. FDIC insurance covers the failure of Lead Bank only and does not cover the failure of Odola. See Section 4(c) for the conditions of pass-through coverage, aggregation, exclusions, and funds-in-transit limitations.

This Account does not offer an overdraft credit feature and is not linked to any credit.

For questions about your Account terms, to obtain Account balance information, to request transaction history, or to report an unauthorized electronic fund transfer, contact Odola customer support in the App, by phone at +1 (978) 765-1589, by email at support@odola.com, by mail at Odola, Inc., Office 02-103, 625 Massachusetts Avenue, 2nd Floor, Cambridge, MA 02139, or at odola.com.

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

10. NEGATIVE BALANCES; NO OVERDRAFT OR CREDIT FEATURE; SETOFF

Your Account does not include an overdraft service or any credit feature. You may not intentionally create a negative balance. A negative balance may nonetheless result from reversals, returns, chargebacks, corrections, settlement timing, or fees. If your Account has a negative balance, you agree to repay the amount promptly, except to the extent the negative balance results from an unauthorized EFT, an error, or another amount for which applicable law does not make you responsible. To the extent permitted by applicable law, we may offset amounts you owe us against funds in your Account.

11. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS AND ERROR RESOLUTION

This Section applies to electronic fund transfers (“EFTs”) to or from your Account that are governed by the Electronic Fund Transfer Act and Regulation E, Subpart A. EFTs include, for example, ACH transfers, direct deposits, debit Card transactions, ATM withdrawals, incoming instant payments including FedNow credits, transfers and payments you set up in the App, recurring or preauthorized payments, and other electronic transfers to or from your Account. Remittance-specific disclosure, cancellation, and

error-resolution rights are governed by Regulation E, Subpart B and the International Money Transfer Service Terms. If you claim that an EFT used to fund a remittance transfer was unauthorized, the applicable Subpart A rules concerning that funding EFT also apply; other remittance-transfer errors are resolved under Subpart B. This Section tells you about your liability for unauthorized EFTs and how to have errors resolved.

(a) Tell Us At Once. Tell us at once if you believe your Card, PIN, App credentials, Account access information, device, or verified contact channel has been lost, stolen, compromised, or used without your authorization, or if you believe an EFT or other transaction is unauthorized or erroneous. Contacting Odola customer support right away is the best way to keep your possible losses down. You could lose all the money in your Account. You may notify us orally or in writing through any of our customer-support channels, including through the App, by email at support@odola.com, by phone at +1 (978) 765-1589, or by mail at Odola, Inc., Office 02-103, 625 Massachusetts Avenue, 2nd Floor, Cambridge, MA 02139.

(b) Your Liability for Unauthorized Transfers. If you tell us within two (2) Business Days after you learn of the loss or theft of your Card or other access information, you can lose no more than \$50 if someone makes EFTs without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft, and we can prove that we could have stopped someone from making unauthorized transfers if you had told us in time, you could lose as much as \$500. If your statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods as required by applicable law.

(c) In Case of Errors or Questions About Your Transfers. Contact us using the details in Section 11(a) as soon as you can if you think your statement, receipt, or transaction history is wrong, or if you need more information about a transfer listed. We must hear from you no later than sixty (60) days after we made available to you the FIRST statement or record on which the problem or error appeared. When you contact us, please: (1) tell us your name and Account information; (2) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and (3) tell us the dollar amount of the suspected error.

(d) How We Investigate. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. If we require written confirmation, we will tell you where to send it. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account provisionally. For errors involving new Accounts, point-of-sale transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error. An Account is a “new Account” for the first thirty (30) days after the first deposit is made.

(e) Results of Our Investigation. We will tell you the results within three (3) Business Days after completing our investigation. If we determine that an error occurred, we will correct it within one (1) Business Day after we make that determination and will notify you of the correction and any applicable refund or credit. If we decide that there was no error, we will send you a written explanation, and you may ask for copies of the documents that we used in our investigation. If we credited your Account provisionally and then determine there was no error, we will give you any required notice before we reverse the provisional credit, and we will notify you of the date and amount of the reversal.

(f) International Transfers and Remittance Errors. If your question or error relates to an international money transfer or remittance transfer, remittance-specific disclosure, cancellation, and error-resolution rights are governed by Regulation E, Subpart B, the International Money Transfer Service Terms, and the disclosures provided with the transaction. If you claim that an EFT used to fund the transfer was unauthorized, the applicable Subpart A rules concerning that funding EFT also apply. Among other rights, you may cancel a transfer within thirty (30) minutes of payment if the funds have not yet been picked up or deposited; we will refund all funds paid, including fees and taxes, within three (3) Business Days of a valid cancellation request. You generally must report a remittance error no later than one hundred eighty (180) days after the disclosed date funds were to be made available. If your notice is based on documentation, information, or clarification you previously requested, the later deadline provided by Regulation E applies. We will investigate and resolve the matter within ninety (90) days after receiving your notice and tell you the results within three (3) Business Days after completing the investigation. This subsection summarizes certain remittance-transfer rights. Nothing in this Agreement limits any rights you have under the Electronic Fund Transfer Act, Regulation E, applicable remittance-transfer rules, or other non-waivable law.

(g) Preauthorized Transfers. If you have authorized regular or recurring EFTs from your Account, you may stop payment of any of those transfers by contacting us through the App, by email, by phone, or by mail using the contact details in Section 11(a) in time for us to receive your request at least three (3) Business Days before the transfer is scheduled to be made. If you make a stop-payment request orally, we may require you to confirm the request in writing within fourteen (14) days after your oral request, to the extent permitted by applicable law. If we require written confirmation, we will tell you where to send it. If you order us to stop one of these payments at least three (3) Business Days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages as provided by applicable law. If regular payments from your Account may vary in amount, the person you are going to pay should tell you the amount and date at least ten (10) days before each payment, unless you have agreed to receive notice only when the transfer falls outside a specified range or differs from the most recent transfer by more than an agreed amount.

(h) Our Liability for Failure to Complete EFTs. If we do not complete an EFT to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages as required by applicable law. However, there are exceptions. We will not be liable, for example, if: (i) through no fault of ours, you do not have enough available funds in your Account; (ii) the transaction would exceed an applicable limit; (iii) your Account, Card, App access, or the transaction is suspended, restricted, blocked, frozen, closed, or subject to a hold; (iv) the terminal, system, App, payment network, or service provider was not working properly and you knew about the problem when you started the transaction; (v) circumstances beyond our reasonable control, such as fire, flood, power outage, system

outage, network failure, government action, legal process, or other emergency, prevent the transfer despite reasonable precautions; (vi) the funds are subject to legal process, sanctions restrictions, regulatory requirements, or other lawful restrictions; (vii) we have reason to believe the transfer may be unauthorized, fraudulent, illegal, or in breach of this Agreement or the Bank Agreements; or (viii) another exception permitted by applicable law applies.

12. ACCOUNT HOLDS, SUSPENSION, RESTRICTION, AND CLOSURE

(a) Holds and Restrictions. Daily, monthly, per-transaction, velocity, balance, and other limits may apply and may differ by user, transaction type, destination, risk profile, payment rail, account status, or legal requirement. Lead Bank may, directly or through Odola acting as Lead Bank's service provider, apply holds, delays, reviews, or restrictions for compliance, risk, operational, security, payment-network, or legal reasons, subject to Sections 6(b) and 6(d) and applicable law.

(b) Closure by You. You may close your Account at any time through the App or by contacting customer support, subject to pending transactions, holds, investigations, legal obligations, the Bank Agreements, and any amounts you owe. When you tell us you want to close your Account, we will give you the opportunity to withdraw the available funds we hold for you before your Account is closed. We will return remaining available funds in accordance with applicable law and the Bank Agreements.

(c) Suspension or Closure by Lead Bank. Lead Bank may, directly or through Odola acting as Lead Bank's service provider, as applicable, suspend, restrict, freeze, or close your Account or Card; delay, decline, block, reverse, or refuse a transaction; or restrict or terminate access to the Services, with or without prior notice to the extent permitted by applicable law and subject to Section 16 where applicable, if Lead Bank reasonably believes that: (i) you have violated the Agreement, the Bank Agreements, payment network rules, or applicable law; (ii) your Account, Card, or any transaction is being used, or may be used, for fraud, unauthorized activity, illegal activity, sanctions violations, money laundering, or prohibited purposes; (iii) information you provided is inaccurate, incomplete, outdated, unverifiable, or misleading, or you fail to provide requested information; (iv) action is required or appropriate under law, court order, regulatory direction, sanctions requirements, the Bank Secrecy Act, anti-money-laundering obligations, or other compliance obligations; (v) a payment network, card network, service provider, or receiving or correspondent institution directs or requires the action; (vi) you have not used your Account for the period described in Section 5(a), the Account is abandoned, or closure is required under unclaimed-property or escheatment laws; (vii) we discontinue or materially change the Services; or (viii) the action is necessary or appropriate to protect you, Lead Bank, Odola, other customers, payment networks, service providers, or the public. Odola may separately restrict or terminate access to the App or Odola services under the Platform Terms.

(d) Effect of Closure. On closure, your right to access and use the Services ends. You remain responsible for obligations incurred before closure, including fees, negative balances (subject to Section 10), chargebacks, returns, reversals, claims, and pending transactions, in each case only to the extent you are responsible under this Agreement and applicable law. Any available funds not subject to legal process, sanctions restrictions, regulatory requirements, unresolved disputes, pending transactions, holds, setoff rights, escheatment, or other lawful restrictions will be returned to you by a method we make available, in accordance with applicable law. We may retain records and information as required or permitted by law.

13. PROHIBITED USES

You agree that you will not use the Account, your Card, or any transaction, directly or indirectly:

- (a) for any illegal, fraudulent, deceptive, abusive, or unauthorized purpose, including money laundering, terrorist financing, sanctions evasion, tax evasion, informal value transfer, or trafficking in illegal goods or services;
- (b) in a way that violates the Agreement, the Bank Agreements, payment network rules, card network rules, sanctions laws, anti-money-laundering laws, consumer-protection laws, or any other applicable law;
- (c) to send funds to, receive funds from, or otherwise transact with any person, entity, country, region, wallet, account, institution, or recipient that is prohibited by applicable sanctions, law, payment network rules, the Bank Agreements, or our risk controls;
- (d) for business, commercial, for-profit, money-services, payment-processing, payroll, marketplace, escrow, trust, charity, crowdfunding, pooling, third-party-funds, or intermediary purposes unless we expressly authorize that use in writing;
- (e) to act on behalf of another person, collect funds from multiple persons for onward transfer, process payments for others, operate as an informal or unlicensed money transmitter, or otherwise support a third-party payment or money-movement service;
- (f) for high-risk or regulated activities unless expressly permitted by us, including gambling, gaming, cannabis, controlled substances, weapons, adult content, counterfeit goods, cryptoassets or digital assets, securities, debt collection, or credit repair;
- (g) to speculate on foreign-exchange rates, interest rates, deposit-insurance coverage, promotions, rewards, or payment timing;
- (h) to harass, exploit, defraud, impersonate, or harm any person, or to transmit malware or interfere with the App, the Services, Lead Bank, Odola, our service providers, or payment networks; or
- (i) to open duplicate accounts, circumvent limits, avoid holds or reviews, create artificial transaction activity, disguise the source or destination of funds, structure transactions, or abuse any promotion, fee structure, or product feature.

Lead Bank may, directly or through Odola acting as Lead Bank's service provider, refuse, reverse, restrict, suspend, close, or unwind any transaction, Account, Card, or bank service that Lead Bank reasonably believes violates this Section, the Agreement, the Bank Agreements, applicable law, payment network rules, or our risk controls. Odola may separately restrict or terminate access to the App or Odola services under the Platform Terms.

14. PRIVACY AND DATA SHARING

Odola's Privacy Notice and Lead Bank's applicable privacy notices describe how Lead Bank, Odola, and our service providers collect, use, disclose, and protect personal information in connection with bank products and services and the federal privacy rules that apply (including the Gramm-Leach-Bliley Act). By using the Services, you authorize Lead Bank, Odola, and their service providers to share information as needed to provide, support, verify, secure, monitor, service, improve, transition, or wind down the

Services; complete, process, investigate, or correct transfers; verify the existence and condition of your Account for third parties such as merchants, payment recipients, counterparties, consumer reporting agencies, or other financial institutions; comply with law, legal process, or requests from regulators or government agencies; prevent fraud; process transactions; resolve disputes; manage complaints; conduct audits; and administer the Agreement. Information about you and your transactions may be shared with payment networks, card networks, processors, correspondent banks, recipient institutions, merchants, external financial institutions, identity-verification providers, fraud-prevention providers, regulators, law enforcement, and other parties as described in applicable privacy notices, with your consent, or as permitted by law.

15. COMMUNICATIONS AND ELECTRONIC RECORDS

(a) How We Communicate. We and Odola will primarily communicate with you through the App. We may also communicate by email, SMS, phone, push notification, or mail using the contact details associated with your Account. You agree to keep your contact details current and to check the App and your email regularly.

(b) Electronic Records. By accepting the E-Sign Consent and using the Services, you consent to receive notices, disclosures, agreements, statements, records, tax forms, and other communications electronically. You may withdraw electronic consent only as described in the E-Sign Consent; withdrawal may result in restriction or closure of Services that require electronic communications. Your acceptance of this Agreement is not a substitute for any separate E-Sign Consent or other consent that applicable law requires us to present separately.

(c) Calls and Text Messages. We and Odola may contact you by call, SMS, push notification, or similar channel at the contact details you provide for servicing, fraud-prevention, security, account-alert, and informational purposes, as permitted by applicable law. Where applicable law requires separate consent for autodialed, prerecorded, artificial-voice, marketing, or similar calls or texts, we will present that consent separately; your consent to marketing calls or texts is not a condition of opening or using an Account. You may revoke any call or text consent by any reasonable method, including replying STOP to a text or contacting customer support. Revoking consent may affect our ability to provide real-time security, fraud, or account alerts. Standard message and data rates may apply.

(d) Language. We communicate in English unless we expressly make another language available. Any translation is for convenience only, and the English version controls unless applicable law requires otherwise. Where prepaid-account or remittance-transfer disclosures are required in another language under applicable law, those disclosures will be provided as required by law.

16. CHANGES TO THIS AGREEMENT

We may change this Agreement. We will provide at least thirty (30) calendar days' prior notice of any change that adversely affects you when required by applicable law. For a change to a term required to be disclosed under Regulation E that increases fees or liability, reduces available EFT types, or imposes stricter frequency or dollar limits, we will provide at least twenty-one (21) days' prior written notice. We may make an immediate security-related EFT change without prior notice only to the extent Regulation E permits and will provide any follow-up notice it requires. Notice may be provided through the App, by

email, or by another permitted electronic method. If you do not agree to a change, you may close your Account before the change takes effect. To the extent permitted by applicable law, your continued use of the Account after the change takes effect constitutes your acceptance of the change.

17. DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT OR APPLICABLE LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, LEAD BANK AND ODOLA DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

Some jurisdictions do not allow certain warranty disclaimers, so some disclaimers may not apply to you. Nothing in this Section limits any rights you have under non-waivable law.

18. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, LEAD BANK AND ODOLA, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS, WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST DATA, LOST GOODWILL, LOSS OF BUSINESS, SERVICE INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

Carve-Outs. Nothing in this Agreement excludes, limits, or modifies any liability or obligation that cannot be excluded, limited, or modified by law, including rights under the Electronic Fund Transfer Act, Regulation E, applicable remittance-transfer rules, data-security obligations that cannot be limited by law, or other non-waivable consumer-protection laws, or liability for fraud, gross negligence, or willful misconduct.

19. INDEMNIFICATION

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless Lead Bank and Odola, and their respective affiliates, officers, directors, employees, agents, and service providers, from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys’ fees, arising out of or relating to: (a) your use or misuse of the Services, Account, Card, or App; (b) your breach of the Agreement or the Bank Agreements; (c) your violation of applicable law, network rules, or third-party rights; (d) information or instructions you provide that are inaccurate, incomplete, unauthorized, or fraudulent; or (e) transactions or activity initiated by you or through your credentials, device, or verified contact channel, except to the extent caused by an indemnified party’s gross negligence, willful misconduct, or violation of law. This indemnity does not apply to unauthorized transfers, errors, remittance-transfer claims, data-security claims, or other consumer claims to the extent indemnification would limit rights or remedies available under the Electronic Fund Transfer Act, Regulation E, applicable remittance-transfer rules, or other non-waivable law.

20. RELATIONSHIP OF THE PARTIES; ROLE OF ODOLA

Nothing in the Agreement creates a partnership, joint venture, employment, fiduciary, or general agency relationship between you and Lead Bank or between you and Odola. For Lead Bank-sponsored Accounts, Cards, and payment services, Odola acts as Lead Bank's program manager and service provider for specified onboarding, technology, servicing, customer-support, compliance-support, payment-instruction, and related functions. Any international money transfer service is a separate, optional, Lead-sponsored and Lead-approved service governed by the International Money Transfer Service Terms and the disclosures provided for each transfer. Any charge for that service is not a fee for opening, maintaining, or using the Account or Card and is not included in the Account fee forms in Section 9. The exchange rate and exact transfer charge may depend on the transfer amount, foreign-exchange conditions, payout method, receiving corridor, and other transaction-specific factors. Before you authorize and pay for a transfer, you will be shown the applicable exchange rate, transfer charge, taxes and covered third-party fees, the total amount you will pay, and the amount expected to be delivered to the recipient, as required by law. Odola is not a bank and does not itself hold, possess, or control Account funds held by Lead Bank for your benefit. Lead Bank is not responsible for Odola products, non-bank services, or App features that are not expressly provided or approved by Lead Bank under the Bank Agreements.

21. ASSIGNMENT

You may not assign or transfer the Agreement or any of your rights or obligations under it without our prior written consent. We may assign or transfer this Agreement, in whole or in part, or delegate or transfer rights, obligations, or servicing functions under it, to an affiliate, successor, acquirer, service provider, sponsor bank, another insured depository institution, or another party legally permitted to assume or perform the relevant rights, obligations, or functions, in connection with a merger, acquisition, reorganization, sale of assets, change in control, program transition, sponsor-bank transition, wind-down, or other business transaction, subject to applicable law, required notices, and the Bank Agreements.

22. DISPUTE RESOLUTION; ARBITRATION; CLASS-ACTION WAIVER

(a) Scope. This Section applies to disputes between you and Lead Bank, and between you and Odola, arising out of or relating to the Agreement, the App, or the Services (each, a "Dispute").

(b) Informal Resolution. Before filing arbitration, you agree to contact us at support@odola.com and provide your name, the email address associated with your Account, a description of the Dispute, and the relief you seek. We will attempt to resolve the Dispute informally. Either party may proceed to arbitration if the Dispute is not resolved within thirty (30) days after notice is received, unless a shorter period is required to preserve a claim or remedy.

(c) Mandatory Arbitration. Except for the exceptions below, you, Lead Bank, and Odola agree that each Dispute will be resolved by binding, individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, except as modified by this Section. The Federal Arbitration Act governs the interpretation and enforcement of this Section.

(d) Exceptions. The following are not subject to mandatory arbitration: (i) small-claims court actions within that court's jurisdiction; (ii) actions seeking injunctive or equitable relief to prevent actual or threatened infringement or misuse of intellectual-property rights; (iii) claims that applicable law requires to be brought in a public forum or permits to be brought before a government agency; and (iv) requests for public injunctive relief to the extent applicable law does not permit waiver of the right to seek that relief in court.

(e) Opt-Out. You may opt out of this Section by sending written notice within thirty (30) days after first agreeing to this Agreement. Send your notice by email to support@odola.com with the subject line "Arbitration Opt-Out" or by mail to Odola, Inc., 625 Massachusetts Avenue, Office 02-103

2nd Floor, Cambridge, MA 02139. Your notice must state your name, the email address associated with your Account, and that you opt out of arbitration. Opting out does not affect any other part of the Agreement.

(f) Procedures. The arbitration will be conducted in the county where you reside or by telephone, videoconference, or documents only, as permitted by AAA rules and applicable law. If your claim is for \$10,000 or less, you may choose whether the arbitration is conducted on documents only, by telephone or videoconference, or in person. The arbitrator may award the same individual relief that a court could award.

(g) Mass Arbitration. If twenty-five (25) or more similar arbitration demands are filed by or with the assistance of the same or coordinated counsel or organizations, and AAA's Mass Arbitration Supplementary Rules or similar rules apply, the parties agree those rules will apply to the extent permitted by applicable law, and may ask AAA to appoint a process arbitrator to decide administrative, procedural, batching, bellwether, sequencing, and fee-allocation issues. This subsection does not prevent you from bringing an individual claim or require you to waive any individual remedy.

(h) Class-Action Waiver. YOU, LEAD BANK, AND ODOLA AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate claims or preside over any form of class, collective, consolidated, or representative proceeding unless all parties agree in writing.

(i) Costs and Fees. AAA filing, administration, case-management, and arbitrator fees will be governed by AAA rules and applicable law. Where required by AAA rules or applicable law, we will pay our required share of arbitration fees. Each party is responsible for its own attorneys' fees and costs unless applicable law, the Agreement, or the arbitrator's award provides otherwise.

(j) Jury-Trial Waiver. To the extent any Dispute is heard in court, you, Lead Bank, and Odola each waive the right to a jury trial to the fullest extent permitted by law.

(k) Severability and Survival. If the class-action waiver is found unenforceable as to a particular claim or request for relief, that claim or request will proceed in court and the remaining claims will proceed in arbitration to the extent permitted by law. This Section survives termination of the Agreement.

23. GOVERNING LAW AND FORUM

Section 22 is governed by the Federal Arbitration Act. Your Account and the deposit, payment, and other bank services Lead Bank provides under this Agreement are governed by applicable federal law and, to the extent state law applies, the laws of the State of Missouri, without regard to conflict-of-laws principles.

Subject to Section 22 and except where prohibited by applicable law, the exclusive forum for any Dispute that is not subject to arbitration is the state or federal courts located in Jackson County, Missouri, and you consent to the personal jurisdiction of those courts. Nothing in the Agreement limits any non-waivable consumer-protection rights you may have under applicable law, including any right to bring a claim in small-claims court.

24. GENERAL

(a) Entire Agreement. With respect to your Account and bank services, this Agreement, together with the other Bank Agreements and documents that apply to the Services you use, is the entire agreement between you and Lead Bank and supersedes any prior or contemporaneous agreements on that subject. Provisions of this Agreement that expressly apply to Odola supplement the Platform Terms and may be enforced by Odola as provided in this Agreement and the Platform Terms.

(b) Severability. Except as provided in Section 22, if any provision of the Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

(c) No Waiver. Our failure to enforce any provision of the Agreement is not a waiver of that provision or any other provision.

(d) Force Majeure. We are not liable for any delay or failure to perform caused by events beyond our reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, power or telecommunications failures, bank or network outages, cyberattacks, government action, legal requirements, or service-provider failures, except to the extent applicable law provides otherwise.

(e) Survival. Sections 9, 10, 11, 12(d), 13, 14, 17, 18, 19, 20, 21, 22, 23, and 24 survive termination of the Agreement, together with any other provisions that by their nature should survive.

(f) Complaints. If you have a complaint about your Account or a bank service, please contact us through the App, by email at support@odola.com, or using the contact information in this Agreement, the Bank Agreements, or other Lead Bank disclosures. You may also contact Lead Bank using the Lead Bank contact information in Section 25 or other Lead Bank disclosures. If your complaint relates to an international money transfer, the International Money Transfer Service Terms and transaction disclosures may provide additional complaint, cancellation, error-resolution, regulator-contact, or state-specific information. You may also contact the Consumer Financial Protection Bureau at (855) 411-2372 (TTY/TDD (855) 729-2372) or www.consumerfinance.gov/about-us/contact-us, or the applicable state financial regulator using the contact information provided in our state disclosures, receipts, the App, our website, or other approved customer-facing materials.

25. CONTACT

Questions about your Account may be directed to Odola, acting as Lead Bank's program manager and servicer:

Odola Inc.

625 Massachusetts Avenue Office 02-103, 2nd Floor

Cambridge, MA 02139

support@odola.com

+1 (978) 765-1589

You may also contact Lead Bank at:

Lead Bank

1801 Main St.

Kansas City, MO 64108

clientsupport@lead.bank

(866) 845-9545

Banking services, including your Account and Card, are provided by Lead Bank, Member FDIC.