

IM FINANCIAL TERMS OF SERVICE

Effective Date December 1, 2023

Please read the following Terms of Service carefully. These Terms of Service (“Terms”) are an agreement between you (“you,” “your,” or “user”) and IM Financial its subsidiaries, affiliates, agents, service providers, and assigns (“IM Financial,” “company”, “us,” “we,” or “our”). The Terms govern your use of products and services we may offer through our website www.im.financial and all associated sites owned by IM Financial and linked to this Website (collectively, the “Site”).

The IM Financial App, website and IM Financial Services are owned and operated by IM Financial and are being provided to you expressly subject to this Agreement. By accessing, browsing and/or using IM Financial Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement, IM Financial Privacy Policy, which may be found by visiting www.im.financial and that you agree to comply with all applicable laws and regulations. In addition, by agreeing to this Agreement and IM Financial Privacy Policy, you also agree to Mbanq’s Privacy Policy, which may be reviewed by visiting <https://www.mbanq.com/legal>. The terms and conditions of this Agreement form an essential basis of the bargain between you and IM Financial, and this Agreement governs your use of the IM Financial App, and the IM Financial Services.

Notice: Disputes about these terms and IM Financial website are subject to binding arbitration and a waiver of class action rights as detailed in the “arbitration and class action waiver” section 13.

IM Financial reserves the right at its sole discretion, to change, modify, add or remove portions of these Terms and our Privacy Policy at any time. It is your responsibility to check these Terms and our Privacy Policy periodically for changes. Your continued use of this Site after any such update constitutes your binding acceptance of such changes. As long as you comply with these Terms, IM Financial grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use this Site.

This Agreement does not apply to Customer Account and Cardholder Agreement (the “Bank Services”), each of which are provided by Liberty Bank, Member FDIC (“Liberty”). Please refer to the Liberty’s Business Account and Card Agreements available on IM Financial website for further information concerning the Bank Services and your privacy rights concerning the Bank Services, which may be accessed by visiting <https://www.liberty-bank.com/utility/privacy-security>. Liberty is not a party this Agreement and is neither responsible or liable for the IM Financial Services provided by IM Financial or the core services provider (“Mbanq) pursuant to this Agreement or any other agreement you may have with IM Financial.

If you have questions, comments, concerns please visit IM Financial’s Contact us section on its website. You may email or call us.

1. ELIGIBILITY

To use this Site you must be, and represent and warrant that you are, of legal age (18 years of age or older or otherwise of legal age in your jurisdiction). If you’re agreeing to these Terms on behalf of an organization, entity, or co-applicant, you represent and warrant that you are authorized to agree to these Terms on behalf of that organization, entity, or co-applicant and bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization, entity, or co-applicant). If IM Financial has previously prohibited you from accessing this Site, you do not have permission to access this Site.

2. PROPRIETARY RIGHTS

This Site is owned and operated by IM Financial and contains material which is derived in whole or in part from material supplied by IM Financial and our partners, as well as other sources, and is protected by United States copyright laws and other intellectual property laws. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained on this Site. You acknowledge that this Site has been developed, compiled, prepared, revised, selected, and arranged by IM Financial and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of IM Financial and such others. You agree to

notify IM Financial immediately upon becoming aware of any unauthorized access or use of this Site by any individual or entity or of any claim that this Site infringes upon any copyright, trademark, or other contractual, statutory, or common law rights. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights shall, as between you and IM Financial, at all times be and remain the sole and exclusive property of IM Financial.

3. WARRANTY AND DISCLAIMERS

You expressly understand and agree that:

Your use of this site is solely at your own risk. IM Financial does not make any representations or warranties concerning any content contained in or accessed through this site, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through this site. This site is provided on an “as-is” basis, without warranties or any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or that use of this site will be uninterrupted or error-free.

Any content downloaded or otherwise obtained through this site is downloaded and used at your sole discretion and risk and you will be solely responsible for any damage to your computer system, mobile device, software, technology or loss of data that results from the download or use of any such content.

No advice or information, whether oral or written, obtained by you from IM Financial or through or from this site shall create any warranty. IM Financial makes no representation, warranty, guarantee, or promise that the products, services, or site will meet your requirements or achieve any particular results.

4. LIMITATION OF LIABILITY

To the fullest extent allowed by applicable law, under no circumstances and under no legal theory (including, without limitation, tort, contract, strict liability, or otherwise) shall IM Financial be liable to you or to any other person for (a) any indirect, special, incidental, or consequential damages of any kind, including damages for lost profits, loss of goodwill, work stoppage, accuracy of results, or computer failure or malfunction, or (b) any amount, in the aggregate, in excess of the greater of (i) \$100 or (ii) the amounts paid by you to IM Financial in connection with the website in the twelve (12) month period preceding this applicable claim.

In the event that you have a dispute with any third party, you agree that IM Financial is under no obligation to become involved on your behalf. You release IM Financial, and our officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way relating to such disputes and/or this Site. If you are a California resident, you hereby waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” This release includes the criminal acts of others.

5. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as above in Sections 3 and 4. Accordingly, some of the above limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in Sections 3 and 4 specifically do apply to you.

6. TERMINATION

These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion, deny you access to all or part of this Site and/or our Services at any time for any or no reason at all, with or without notice to you. Grounds for such termination shall include, but not be limited to, (a) breaches or violations of these Terms or other agreements, (b) requests by law enforcement or government agencies, (c) discontinuance or material modification of this Site (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) activities related to protecting the rights, property, or safety of IM Financial, our agents and affiliates, or our users and the public, or (g) if you provide any information that is false, inaccurate, out-of-date, or incomplete. Additionally, any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of our Site and/or Services may be referred to appropriate law enforcement authorities. If we terminate

your right to access this Site, these Terms will terminate and all rights you have to access this Site will immediately terminate; however, certain provisions of these Terms will still apply post-termination, including without limitation, the Arbitration and Class Action Waiver provisions.

7. INDEMNITY

You agree to indemnify, defend, and hold IM Financial and our respective officers, directors, employees, members, shareholders, and representatives (and all successors and assigns of any of the foregoing) harmless from and against any claim or demand, including, without limitation, reasonable attorneys' fees and disbursements, made in connection with or arising out of your violation of these terms or our privacy policy, and/or your submission, posting, or transmission of content to this site. We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event you will cooperate with us in asserting any available defenses.

8. PROHIBITED USES

Use of the Site for any illegal purpose, or any other purpose not expressly permitted in these Terms, is strictly prohibited. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this section, including removing the offending Content from our Site, suspending or terminating access to our Services and/or Site and reporting such violators to law enforcement authorities.

Below are examples of content and/or uses that is illegal or prohibited:

- Use this Site to harass, abuse, or threaten any other person;
- Provide information that is unlawful, harmful, deceptive, tortious, defamatory, libelous, or invasive of another's privacy;
- Use this Site commercially, for benchmarking, or to compile information for a product or service;
- Copy, download (other than for personal use, or as otherwise expressly permitted by these Terms), modify, distribute, post, transmit, display, perform, reproduce, broadcast, duplicate, publish, republish, upload, license, reverse engineer, create derivative works from, or offer for sale any content or other information contained on or obtained from or through this Site by any means except as provided for in these Terms or with the prior written consent of IM Financial;
- Scrape, access, monitor, index, frame, link, or copy any content or information on this Site by accessing this Site in an automated way, using any robot, spider, scraper, web crawler, or any other method of access other than manually accessing the publicly available portions of this Site through a browser or accessing this Site through any approved API;
- Violate the restrictions in any robot exclusion headers of this Site, if any, or bypass or circumvent other measures employed to prevent or limit access to this Site;
- Upload or otherwise make available any material that contains any software, device, instructions, computer code, files, programs and/or other content or feature that is designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment (including without limitation any time bomb, virus, software lock, worm, self-destruction, drop-device, malicious logic, Trojan horse, trap door, "disabling," "lock out," or "metering" device, or any malicious code);
- Attempt to disable, overburden, or impair the proper working of this Site (including the use of any Mail list, Listserv, or any form of auto-responder or "spam");
- Use the Website to distribute any other party's intellectual property unless you have the right to do so, or remove or alter any copyright, trademark, or other proprietary notice contained on this Site;
- Make available trade secrets or other confidential or proprietary information, or provide any material that you do not have a right to make available under any law or under contractual or fiduciary relationships, including but not limited to insider information, or confidential or proprietary information learned or disclosed as part of employment relationships or under non-disclosure agreements;
- Falsely state or otherwise misrepresent your affiliation with a person or entity, or impersonate any person or entity;
- Violate these Terms or any guidelines or policies posted by IM Financial; and/or

- Interfere with any other party's use of this Site.

Please note that the terms and restrictions described in these Terms also apply to any content that you may be able to copy or download from this Site (e.g., guides and white papers).

IM Financial reserves the right, but not the obligation, in our sole and absolute discretion, to remove any information provided by you, and/or block access to the Site.

9. ELECTRONIC COMMUNICATION

When you communicate with us electronically, such as via e-mail, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

10. THIRD PARTY LINKS AND WEBSITES

IM Financial has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of, or opinions expressed in, any third-party websites or by any third party that you interact with through or on this Site. In addition, IM Financial will not and cannot monitor, verify, censor, or edit the content of any third-party website or service. By using this Site, you release and hold IM Financial harmless from any and all liability arising from your use of any third-party website or service, and you acknowledge and agree that the terms and privacy policies of such third parties govern your interactions with and use of such websites and services.

11. PRIVACY

By using this Site, you acknowledge and accept this Site's Privacy Policy and consent to the collection and use of your data in accordance with the Privacy Policy. By using this Site, you acknowledge that Internet transmissions are never completely private or secure. You understand that any message or information you send to this Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

12. RIGHTS TO MODIFY THIS SITE

We may change, suspend or discontinue any aspect of this Site or service at any time. IM Financial reserves the right to change system configurations, product specifications, upgrades, pricing, layouts, options and any other specifications at any time without notice. We may also impose limits or restrictions on certain services, features or content or restrict your access to parts or all of this Site without notice or liability.

13. ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

13a. Agreement to Arbitrate. You and IM Financial agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 13 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

13b. Dispute Resolution. Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us at support@im.financial or by Certified Mail to 3250 NE 1st Ave Suite 350, Miami, FL 33137. The dispute should contain a brief written description of the dispute and your contact information (including your username if your dispute relates to a Platform account). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with IM Financial, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

13c. Binding Arbitration. If the parties do not reach an agreed-upon solution within a period of sixty (60) days from the time informal dispute resolution is initiated under the Dispute Resolution provision Section 13b, then either party may initiate binding arbitration as the sole means to resolve claims, (except as provided in the “Exception: Litigation of Intellectual Property and Small Claims Court Claims” subsection below) subject to the terms set forth in provision Section 13f. Specifically, all claims arising out of or relating to these Terms (including the Terms’ formation, performance, and breach), the parties’ relationship with each other, and/or your use of IM Financial shall be finally settled by binding arbitration. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

13d. Class Action Waiver. The parties further agree that the arbitration shall be conducted in the party’s respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and IM Financial agrees that each may bring claims against the other only in your or our individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

13e. Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties’ decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations, or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights (“intellectual property rights” means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court’s jurisdiction.

13f. Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator will be strictly confidential for the benefit of all parties.

13g. Changes to this Section. IM Financial will provide thirty (30) days’ notice of any changes to this section by posting on this Site. Amendments will become effective thirty (30) days after they are posted on this Site. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on “Changes to This Section” is not enforceable or valid, then this subsection shall be severed from the section entitled “Arbitration and Class Action Waiver,” and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you began using this Site.

13h. Survival. This Mandatory Arbitration and Class Action Waiver section shall survive any termination of your use of the Website.

14. ELECTRONIC FUNDS TRANSFER DISCLOSURE

The following disclosures are made in accordance with the federal law regarding electronic payments, deposits, transfers of funds and other electronic transfers. There may be limitations on your account or debit card that restrict your ability to make electronic fund transfers. Any such limits are disclosed in your customer account agreement.

14a. Electronic Transfer Services. The following terms are used to describe Electronic Funds Transfer (“EFT”) services. “Automated credits” or “direct deposits” are deposits made to your Deposit Account by electronic means. “Automated debits” and “automated payments” indicate payments authorized by you to be made from your Deposit Account by electronic means. “Online Transfers” are the movement of funds between your Deposit Accounts by use of the Mobile App. Online Transfers are described in detail in the agreement governing the Deposit Account.

When you accept direct deposits or authorize automatic payments/debits or transfers to or from your Account, you agree to these Terms of Service.

Other relevant terms and conditions described elsewhere in the Agreement also apply as long as they are consistent with Regulation E or Section 14.

14b. Types of Electronic Funds Transfers Available.

- You may arrange with another party, such as your employer or a government agency, to electronically deposit funds on a one-time or recurring basis directly to your Deposit Account.
- You may authorize another party, such as a merchant, to make a one-time or recurring payment(s) using the Deposit Account and bank routing numbers, directly from your Deposit Account subject to the established limitations on withdrawals and transfers.
- You may use the Debit Card to make purchases at merchants that accept the Debit Card or to obtain cash at ATMs, or cash back at POS terminals (subject to availability).
- You may make cash withdrawals and POS purchases, not to exceed the established limits for your Deposit Account.

14c. Limitations on Transfers, Amounts and Frequency of Transactions

- You may make cash withdrawals and POS purchases, not to exceed the established limits for your Deposit Account.
- If your Deposit Account is closed, blocked or suspended for any reason, you will not be able to transact using your debit card (including at an ATM).

14d. Right to Receive Documentation of Electronic Funds Transfers.

- Statements. You will have access to an electronic monthly statement that can be viewed on the Website.
- Direct Deposits or Automated Credits. If you have arranged to have direct deposits made to your Deposit Account at least once every sixty (60) days from the same person or company, please email or call us to find out if the deposit has been made.

14e. Right to Stop Payment of Preauthorized Transfers. If you have told us in advance to make regular payment out of your Deposit Account, you can stop any of these payments. Here's how:

- To stop a recurring ACH transfer to a merchant you preauthorized to debit your Deposit Account, please contact the merchant to request cancellation of the recurring payment.
- If the merchant with whom you arranged recurring ACH transfers from your Deposit Account is unable or unwilling to stop the transfer, call customer support at 1-800-505-6391 or email support@im.financial to request a stop on such payment. Your request to stop payment must be received at least three (3) business days before the payment is scheduled to be made. Such a stop payment request will cancel a single, i.e. one (1) recurring payment. If you want to permanently stop all recurring payments to a specific merchant, you may be required to put your request in writing and email it to support@im.financial within fourteen (14) days after you call. If we ask you to put your request in writing, you will need to tell us; the name of the payee, the dollar amount of the payment and the date of the payment. If written stop payment notification is required but is not received within fourteen (14) days, only the first payment you notified us of will be stopped, and future payments will not be stopped.

14f. Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Your Liability for Unauthorized Transfers. Contact us at once if you believe your Debit Card, PIN or Deposit Account number has been compromised. If your Debit Card, PIN or Deposit Account number has been lost or stolen, or someone has transferred or may transfer money from your Deposit Account without your permission, call or email us.

Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Deposit Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Debit

Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa or to ATM transactions outside the U.S. You must notify us immediately of any unauthorized use. If the Visa Zero Liability Rules do not apply, if you notify us within two (2) business days after you learn of any unauthorized transactions, you may be liable for no more than \$50.00 if someone used your Deposit Account without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Debit Card, Deposit Account number or PIN and we can prove that we could have stopped someone from using your Deposit Account without your permission if you had promptly notified us, you may be liable for as much as \$500.00.

If you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors". If you do not notify us within sixty (60) days after you become aware of the transaction(s) and/or the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking value if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If your Debit Card, PIN or Deposit Account number has been lost or stolen, we will close your Debit Card and/or Deposit Account to keep losses down and send you a replacement Debit Card and/or Deposit Account number.

If your Deposit Account changes you must immediately notify your employer or any other payors or merchants. You must provide them with your new Deposit Account number to ensure that your direct deposit and/or ACH Debit activity continues uninterrupted.

14g. Confidentiality. We may disclose information to third parties about your Deposit Account, Debit Card or the transactions you make:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Deposit Account or Debit Card for a third party, such as a merchant;
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- If you consent by giving us your written permission;
- To our employees, auditors, affiliates, service providers, or attorneys as needed;
- As noted in the Privacy Policy and Bank Partner's Privacy Notice(s); or
- As otherwise as necessary to fulfill our obligations under this agreement.

14h. Information About Your Right to Dispute Errors. In case of errors or questions about your electronic transactions, call customer support at 1-800-505-6391 or email us at support@im.financial as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed in the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name, Deposit Account number and/or 16-digit Debit Card number.
- 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.
- Tell us the merchant name and dollar amount of the suspected error.

We may require that you send your complaint or question in writing within ten (10) business days.

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, a claim may take up to 90 days to investigate and resolve. If we decide to do this, we will credit your Deposit Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Deposit Account.

For errors involving new Deposit Accounts; transactions with a merchant's POS terminal, whether in-person, online, by telephone, mail, or otherwise; or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Deposit Accounts, we may take up to twenty (20) business days to credit your Deposit Account for the amount you think is in error. For errors involving unauthorized preauthorized debits ("ACH"), we will ask you to complete and sign an "Affidavit of Unauthorized ACH" and return it to us to assist in our investigation.

We will send you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documentation used in the investigation may be obtained by contacting us at the phone number or address shown below.

15. GENERAL

15a. Severability. If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

15b. No Waiver. Except as expressly set forth in these Terms, (i) no failure or delay by you or IM Financial in exercising any rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

QUESTIONS

If you have questions about these Terms or the Privacy Policy, please contact us by email at support@im.financial, by mail at 3250 NE 1st Ave Suite 350, Miami, FL 33137, or customer support number 1-800-505-6391.