

BEST FRIEND FINANCE

Account Terms & Conditions Agreement

This Account Terms & Conditions Agreement is effective as of April 4, 2024.

IMPORTANT – Please read carefully and retain this Account Terms & Conditions Agreement for your records.

Your Ugly Cash App Account(s) is issued and operated by BFF Prime, LLC (“BFF Prime” or “we” or “us”). If you have any questions about this notice, please contact us at support@ugly.cash.

Terms and Conditions

This Account Terms & Conditions Agreement (the “Agreement”) contains the rules that govern your Account(s) and card(s) with BFF Prime where appropriate.

The funds in your Account(s) with BFF Prime are held at Bangor Savings Bank (“Issuing Bank Partner ” or “Sponsor Bank ” or “Bank ”), an FDIC insured depository institution. This Agreement is subject to applicable federal laws and the laws of the State of Maine.

Your BFF Prime card (“Card”) is issued by Bangor Savings Bank, Member FDIC, pursuant to a license by MasterCard International.

Definitions¹

An **Account** (also referred to as a Deposit Account) refers to a relationship between BFF Prime and a customer for the customer's funds to be deposited with BFF Prime and held in an account with BFF Prime's Issuing Bank Partner, Bangor Savings Bank.

An **Agent** is one whose power to withdraw from an Account comes from, or is on behalf of the owners. Authorized signers, attorneys-in-fact, and convenience signers are examples of agents.

A **Card** refers to the BFF Prime’s Mastercard debit card, which is issued by Bangor Savings Bank, member FDIC in the name of the Cardholder for carrying out all Card Transactions from an Account held with BFF Prime, as provided for in this Agreement.

¹ Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

Card Transactions are any payment made for goods or services, cash withdrawals from a bank or financial institution (including ATM withdrawals) or transfer of funds made through the use of the Card or the Card number.

A **Cardholder** is the person in whose name an Account has been opened and in whose name a Card is issued.

A **Disclosure** is a document provided by BFF Prime that outlines all pertinent information about a product or service. A Disclosure is typically provided at Account opening and/or when a change in the terms of the account occurs.

Financial Services refer to a Deposit Account, overdraft credit Account, bill payment service, Funds Transfer service, or any other financial product or service that may be available through BFF Prime.

Non-Personal Accounts (which must be distinguished from their counterpart, Personal Accounts) are Accounts in the name of corporations, partnerships, trusts, and other entities.

An **Owner** is one who has the power to manage or control an Account in their own name.

Personal Accounts are Accounts in the names of natural persons (individuals).

You (or Your) refers to each Account owner and anyone else with authority to deposit, withdraw, or exercise control over an Account. If there is more than one owner, then these words mean each Account owner separately and all Account owners jointly.

Consent to Terms and Conditions and Modifications

By enrolling in services or applying for an Account with BFF Prime, you agree to be bound by the Terms and Conditions of the Account and any fees that may be imposed. The Terms and Conditions of your Account include this Agreement, any disclosures we give you when you open your Account, subsequent disclosures we provide when using additional products and services, periodic statements, user guides, our Privacy Policy, and any other disclosure or terms we provide to you. Continued use of your Account means you agree to these terms, you agree to pay the fees listed, and you give us the right to collect the fees, as earned, directly from your Account balance or any linked external Accounts.

Modifications

We may amend or change any terms of this Agreement or any Account disclosures and documents provided to you. Notice of the amendment or change will be provided to you as required under applicable law.

If at any time the terms, conditions, or fees associated with your Account are not acceptable to you, you may terminate this Agreement by closing your Account after paying any fees or

charges owed to us. We may cancel or suspend your Account, Card, or other Account services or this Agreement at any time at our sole discretion for any reason.

Business Days

For purposes of these disclosures, business days are Monday through Friday, unless stated otherwise. Federal holidays are not included.

Waivers and Precedents

Any waiver by BFF Prime must be approved in writing by an authorized representative of BFF Prime or the Bank. If a waiver is approved by BFF Prime, we are not obligated to provide similar waivers in the future.

Identification Notice (USA PATRIOT ACT)

To help the government fight the funding of terrorism and money laundering, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

This means that when you open an Account or use our services, we may ask for your name, physical address, date of birth, and other information that allows us to identify you. We may also ask to see other identifying documents such as passport, driver's license, or other documents that validate your identity.

Even if you have been an existing customer of ours, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past, or we may need to update our records.

If, for any reason, any Owner is unable to provide the information necessary to verify their identity, their Account(s) may be blocked or closed, which may result in additional fees assessed to the Account(s).

You are responsible for the accuracy and completeness of all information supplied to BFF Prime in connection with your Account and/or Account services and for keeping your personal data with us updated if you move or otherwise make changes to your personal data.

General Terms and Conditions

Who Can Use the Service

Only individuals 18 years of age or older who can form a legally binding contract and have a valid residence in the United States can use our Services. We may impose other restrictions as well.

Personal Accounts

An Account opened for personal use cannot be used for business purposes. If your personal Account is identified as being used as a business Account, business-related transactions will be reversed, your Account privileges will be suspended, and your Account may be closed if business related activities continue. We may refuse to process any transaction that we believe may violate the terms of this Agreement, our Issuing Bank Partner's Terms of Use, or for any other reason in our sole discretion.

Opening an Account

To open an Account, you must successfully complete the application through the online services, meet all of our eligibility requirements, and follow all directions we provide to open your Account. By submitting an application to open an Account, you authorize us to obtain information about you from time to time as applicable from consumer reporting agencies, check verification services, our subsidiaries and affiliates, and other third parties for the purpose of considering your Account application or any other purpose permitted by applicable law.

Overview of BFF Prime Services

BFF Prime is a Delaware LLC, founded in 2023, operating as a financial technology company ("FinTech"), whose primary purpose is to provide banking solutions to U.S. based customers in partnership with licensed financial institutions. Services provided are in-line with what is expected from modern FinTechs including:

1. An Account and Routing Number
2. Debit Card with ATM access
3. Ability to connect to external bank accounts via integration providers
4. Ability to send money seamlessly, efficiently, and economically to friends and family within the U.S.
5. Connection to other bank accounts through integration partners

Bangor Savings Bank

We have partnered with Bangor Savings Bank, an FDIC insured financial institution, to offer you certain banking services. When you sign up for an Account with us, you will be prompted to agree to Bangor Savings Bank's Privacy Notice at www.bangor.com/privacy-policy. You authorize us to share any of your information with Bangor Savings Bank for the purposes of establishing and administering your Account. It is your responsibility to make sure the data you provide to us is accurate and complete. Because Bangor Savings Bank has its own contractual rules governing use of its services, you must accept Bangor Savings Bank's Privacy Policy before opening your Account.

BFF Prime will provide you with any and all notifications as well as all customer support related to your Account.

If you have any questions, please contact us at support@ugly.cash.

Affiliated Companies

BFF Prime is one company in our corporate group. Certain services may be provided or otherwise involve other companies in our corporate group (“Affiliates”), including but not limited to BFF United, LLC and BFF Classic, LLC. You authorize us to share any of your information with Affiliates of BFF Prime for the purpose of carrying out certain services that you request. For more information about the information we may share, please see our Privacy Policy.

Connected Accounts

To ensure a more valuable experience with BFF Prime, BFF Prime uses Plaid Technologies, Inc. (“Plaid”) to gather your data from external financial institutions you connect via the BFF Prime mobile application (“BFF Prime App”). By using our service, you grant BFF Prime and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution(s). You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid’s [Privacy Policy](#).

Account Balances

You agree to maintain a positive balance and will not incur overdrafts. If you manage your Account in such a way that it results in a negative balance or becomes overdrawn, you agree to rectify the matter by transferring sufficient funds from your linked external Account to pay the overdrawn balance. Your failure to bring your Account to a positive balance could result in the temporary or permanent suspension of your Account and services. Further consequences may be enacted if you do not remedy the situation in a timely manner and may include (1) freezing your Account until the negative balance is rectified, (2) reporting your negative balance to a reporting agency, and/or (3) legal action.

Confidentiality

We will disclose information about your Account or the transactions you make to third parties:

- When it is necessary to complete transactions
- To verify the existence and standing of your Account with us upon the request of a third party, such as a credit bureau or merchant
- In accordance with your written permission
- In order to comply with court, governmental, or administrative agency summonses, subpoenas, or orders
- On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

Account Closing

If you wish to close your Account with us, you agree to withdraw all of the funds from your Account. We may require you to notify us of this intention in writing. After an Account is closed, we have no obligation to accept deposits or pay outstanding items. However, we may do so at

our discretion. You agree to hold us harmless for refusing to honor any item on a closed Account. If funds remain in the Account after you have notified us of your intent to close your Account, we will require you to submit your request to us in writing, and we will then return any remaining funds to your linked external Account. All related closing fees will be deducted from the final balance. We may place limits on your Account before it is closed in order to prepare it for closing. We may refuse to close your Account if your balance or available balance is negative, if you have any pending transactions on your Accounts, you owe us any amounts under this Agreement or any other agreement we have with you, or if we reasonably believe that closing your Account would cause risk to you, us, or the Bank.

Foreign Activity

If you have moved outside of the United States or have frequent international transactions, you may be contacted about the international activity in your Account and for further verification of your address. If you are moving, traveling, or will be temporarily residing overseas, we recommend you contact us to prevent any disruption in your Account activity. Your Account may be closed if you no longer reside in the United States.

Inactive and Dormant Accounts

We may consider a Deposit Account to be inactive after a period of no owner-initiated activity of 120 days. After the Account has been deemed inactive, we may consider a Deposit Account to be dormant, at which time it will be closed. However, if we close your Account for inactivity, state escheat laws may, depending on the length of the inactivity, require us to transfer your balance to a state agency. If this occurs, you may be able to file a claim with that agency to recover the funds.

If the Account becomes inactive or dormant, the Account will continue to be subject to any service charges in accordance with our [Schedule of Fees and Charges](#). If an Account becomes inactive, we will notify you with specific instructions on how to restore the Account to an active status without the need to make any transactions.

Death or Incompetence

You or your appointed party, designee, or appointed individual agree to notify us promptly if any person with signatory rights on your Account dies, becomes legally incompetent, or incapacitated. We may continue to honor any items submitted until (i) we know of the fact of death or of a legal determination of incompetence or incapacitation and (ii) we have had a reasonable opportunity to act on that knowledge. You agree that, even if we have knowledge of the death of a person with signatory rights, we may pay on items drawn on or before the date of death for up to ten (10) days after that date, unless ordered to stop payment by someone claiming an interest in the Account. We may require additional documentation to confirm any claims made on the Account.

Levies, Garnishments, and Other Legal Processes

If your Account becomes subject to legal action, such as a tax levy or third-party garnishment, we reserve the right to refuse to pay any money from your Account, including checks or other

items presented for payment, until the action is resolved. If we are required to pay an attachment, garnishment, or tax levy, we are not liable to you. Payment is made after satisfying any fees, charges, or other debts owed to us and we may set off against your Account balance. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to a garnishment, levy or attachment on your Account. We may charge these expenses to your Account. Until we receive the appropriate court documents, we may continue to process transactions against your Account, even if we have received an unofficial notification of an adverse claim. You will indemnify us for any losses if we do this.

Withdrawals from Accounts

Unless otherwise indicated by us, anyone who is listed as an Account owner, or is assigned Power of Attorney privileges, may withdraw or transfer all or any part of the Account balance at any time on forms approved by us or with your debit card, through bill pay, or other available services.

We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted or that exceeds any frequency or monetary limitations. Even if we honor a nonconforming request or allow a transaction or transaction(s) to overdraw your Account, repeated abuse of the stated limitations, or regularly overdrawing your Account, may force us to close the Account. We will use the date a transaction is completed by us (as opposed to the day you initiated it) to apply the frequency limitations.

Transfer of funds to Latin American App Users

To facilitate the transfer of funds from users of our US-based application ("Senders") to users of our Latin American-based application ("Recipients") in selected foreign countries, we partner with Bridge Ventures Inc. ("Bridge"). By utilizing our Service, you hereby grant us and Bridge the necessary rights, powers, and authorities to act on your behalf in accessing and transmitting transaction details essential for completing the money transfer process. The transferred amount from the Sender to the Recipient will be credited to the Recipient's Ugly Cash digital dollar balance without incurring any transfer fees.

By engaging in transactions through our Service, you consent to the transfer, storage, and processing of your transaction details by Bridge, subject to Bridge's Privacy Policy and Terms of Service, accessible at <https://www.bridge.xyz/legal>

We reserve the unilateral right to impose limitations, make modifications, or discontinue this feature at our discretion and at any time. Any alterations to this feature will be communicated to you through our standard notification procedures.

Deposits to Accounts

All items deposited will be handled by us as an agent for you. We do not accept cash. We do not accept third-party checks (checks not made payable to you). We do not accept deposits in foreign funds or checks drawn on banks outside the United States. We reserve the right to reject a deposit if it is made payable to BFF Prime or Bangor Savings Bank and contains no other

information that might assist us in identifying the Account to which it should be deposited. We reserve the right to refuse any other type of deposit if we believe it is fraudulent, will not be paid, it is not made payable to you only, or is otherwise suspicious in nature. We will not be held liable if such action causes outstanding items to be dishonored and returned or payment orders to be rejected. Refused deposits will be returned to you.

Automated Clearing House Deposit

In order to transfer funds from an Account that you own or have control of at another financial institution to your Account at BFF Prime using the Automated Clearing House (ACH) Funds Transfer service, we use Plaid to gather your data from the external financial institution(s) you connect via the BFF Prime App. By using our service, you grant BFF Prime and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution(s). You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the [Plaid's Privacy Policy](#). ACH transactions will not be processed and accessible until the service is activated by us. Funds from these types of deposits will not be available until after the funds have settled.

Cash Deposits

We do not accept cash deposits. Please do not send cash deposits through the mail. In the event that a cash deposit is received for your Account, you agree that BFF Prime's determination of the amount of the deposit will be final. We are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us.

Direct Deposits

You may initiate direct deposits by providing your employer or government benefits administration with our Routing Number, 011275484, and your 12-digit Account number, which can be found by logging in to the BFF Prime App. If we deposit any amount into your Account which should have been returned to the federal government for any reason, you authorize us to deduct the amount of our liability to the federal government from your Account or from any other Account(s) you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

If a direct deposit posts to your Account and is later found to be made payable to someone other than yourself or another Account owner listed in our records, the amount of the deposit will be deducted from your Account and returned to the originator without prior notice to you.

Debit Card Deposits ("Instant Funding")

In order to transfer funds from a debit card that you own or have control of at another financial institution to your Account, we use Astra Inc. ("Astra") to gather data from Authorized Debit Card Accounts you connect to your Account via our mobile application. By using our Service, you grant to us and Astra the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the financial institution or the authorized debit card account you designate as the holder of the linked funding account for your Account.

You agree to your personal and financial information being transferred, stored, and processed by Astra in accordance with the Astra's Privacy Policy at <https://astra.com/privacy>. Debit card transactions will not be processed and accessible until the service is activated by us. Funds from these types of deposits will not be available until after the funds have settled.

Mobile Wallet

When you or a Cardholder adds a Card to a mobile wallet, you agree to the following terms:

1. A Card can be added to a mobile wallet by following the instructions of the mobile wallet provider (ApplePay & GooglePay, etc.). A Card can be added to multiple mobile wallets and on multiple devices as long as it is eligible to do so. This Agreement, and the terms of the mobile wallet provider and any service providers (e.g., third-party wireless companies) apply to a Card in a mobile wallet regardless of which mobile wallet it is added to. No Card can be used in a mobile wallet if the Card has been paused or terminated.
2. The terms and conditions of this Agreement do not change when a Card is added to a mobile wallet. In addition, any applicable fees that apply to your Account apply to activity done through a mobile wallet as well.
3. When a Card is added to a mobile wallet, it can be used to make purchases wherever mobile wallets are accepted. Mobile wallets may not be accepted everywhere that a Card is accepted.
4. If any Cardholder uses a mobile wallet, you agree to protect and keep confidential your User ID, passwords and all other authentication information required for use of the Card in a mobile wallet and to access the device the card has been added to. Please keep in mind authorizations for card transactions in mobile wallets happen via the device security or biometrics.
5. All questions or complaints about mobile wallet-specific functions or security should be directed to the mobile wallet provider. All transaction-related questions should continue to be directed to BFF Prime.

Deposited Items Returned

If final payment is not received on any item you deposited to your Account, or if any direct deposit, ACH deposit, or Electronic Fund Transfer to your Account is returned to us for any reason, you agree to pay us the amount of the return and we may set off against your Account balance.

We may charge any Account of which you are an owner or re-present any item you deposit with us that is returned to us unpaid without prior notice to you. We may charge a fee for returned deposited items in accordance with our [Schedule of Fees](#).

You authorize us to attempt a collection of previously returned items that you deposited. In our attempts to collect these items, you agree that we may allow the payor bank (the bank on which the item is drawn) to hold the item beyond its midnight deadline. If an item you deposit is returned unpaid, you waive the requirement for notice of this return.

If a claim is made on any item subsequent to final payment on the grounds that the item was altered, bears a forged or unauthorized endorsement, or was not otherwise properly payable, we may withhold credit for the item from your Account until final determination of the claim. In addition, we will not be liable for a check, draft, or other item that you deposit that has been forged or altered in such a way that a reasonable person could not discover the forgery.

Funds Availability Policy

This policy statement applies to all deposit accounts.

Your Ability to Withdraw Funds – Your ability to withdraw funds that you have deposited to your Account will be determined by this policy. This policy may be amended upon notice to you as required by law. This policy governs deposits into all deposit accounts with BFF Prime held at Bangor Savings Bank.

Our policy is to delay the availability of funds that you deposit in your account except for those that require same day availability – see below. During the delay, you may not withdraw the funds in cash, you may not be able to use your BFF Prime Debit Mastercard® for purchases, and we may not use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. **Certain deposit and withdrawal features described in this Funds Availability Policy may not be available on all Accounts.**

Business Days – Our business days are Monday through Friday. Holidays are not included.

Determining the Availability of a Deposit – The length of the delay is counted in business days from the day of your deposit. If you make a deposit on a business day that we are open, we will consider that day to be the business day of your deposit. However, if you make a deposit on a business day we are not open for reasons outside of our control, such as an interruption or communications or computer or other equipment facilities; a suspension of payments by another bank; a war; or an emergency condition beyond the control of the Bank, we will consider that the deposit was made on the next business day we are open.

The length of the delay in availability varies depending on the type of deposit as explained below.

Electronic payments are available one business day after the bank receives (1) payment in actuality and finally collected funds; and (2) information on the account and amount to be credited. ****NOTE:** In an ACH debit transfer, the originator orders another account to be debited and the originator's account to be credited. ACH debit transfers are not electronic payments under Regulation CC; therefore, they are not subject to this Funds Availability Policy, and availability may be delayed for a reasonable time.

Same Day Availability – Funds from the following deposits are available for the payment of checks, BFF Prime Debit Mastercard® purchases and for cash withdrawal on the same business day we receive the deposit:

- Electronic direct deposit payments, such as Social Security benefits and automatic payroll deposits.
- Funds from wire transfers.

Other Rules:

Special Rules for New Accounts:

If you are a new customer, the following special rules may apply during the first 30 days your account is open:

- Funds from electronic direct deposits to your account will be available on the day requested by the sender.

Card Activation

You must activate your Card in accordance with the instructions provided with your Card before it can be used. You will need to provide your personal and card information in order to verify your identity and activate your card.

ATM and Debit Card Transactions

Consistent with applicable law, you may use your Card with your signature, PIN, or device authentication (case of mobile wallets) to perform most routine transactions on the Accounts that are accessible by your debit card, such as to:

- Make cash withdrawals
- Obtain your most recently available Account balance
- Pay for purchases at places that have agreed to accept the Card

- Pay for online or in-app purchases in your favorite online stores and apps that accept the Card.

Some of the above services may not be available at all ATMs or locations.

Authorized Card Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card. In the case we notice suspicious behavior card transactions you may be contacted about such activity in your Card and for further verification.

Transactions Made in Foreign Currencies

If you make a purchase or obtain funds in a currency other than the currency in which the Card was issued, the amount deducted from the available balance of your BFF Account will be converted to U.S. currency according to the rules and regulations of Mastercard. The conversion of the currency to U.S. currency may occur on a date other than your original transaction date and fees may be assessed by these networks. You are responsible for the U.S. currency amount plus any fees assessed for the currency conversion. Some services may not be available at international ATM terminals. International transactions may be subject to a fee in accordance with our [Schedule of Fees and Charges](#).

ATM Deposits

Your BFF Prime Card does not permit deposits at ATMs.

Debit Card Point-of-Sale Transactions

You may use your debit card to purchase goods and services and/or obtain cash (where permitted) from any merchant who accepts Mastercard. The merchant may require your signature instead of your PIN to authorize the purchase request. The amount of all purchases, including any cash obtained, will be deducted from your BFF Prime Account. When you make a purchase through the Card network, we may place a hold on the funds in your BFF Prime Account in the amount that may be necessary to cover the amount of the transaction. (Please see [Preauthorization Holds](#) for additional information.)

Split Transactions

If you do not have sufficient funds in your Account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card; these are called split transactions. Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, the card transaction is likely to be declined.

Transactions Using Your Card Number

If you initiate a transaction without presenting your Card (such as for mail order, internet purchases, telephone purchases, a prefunded check purchase, or an ACH debit purchase), the legal effect will be the same as if you used the Card itself. If the Card or ACH debit purchase is accepted the transaction will go through and you will be debited from your BFF App Account balance accordingly. Take all necessary precautions when sharing sensitive information.

Limitations on Frequency of Debit Card Transactions and Cash Withdrawal Limits

Frequency-of-use limitations are imposed on Card transactions for security reasons and for the protection of your Account. They are not disclosed for this reason and may be changed at any time. You will be denied the use of your Card if:

- You exceed the daily ATM withdrawal or purchase limit²

² You may not withdraw more than \$500.00 cash at an ATM and during a POS purchase, or purchase more than \$5,000 worth of goods or services on any calendar day.

- You do not have sufficient available funds in your Account
- You do not enter your correct PIN
- You exceed the limit on the number of times you can use your Card each day

The receipt provided by the ATM or merchant terminal will notify you of a denial. There is a limit on the number of denials permitted. Exceeding that limit may cause the ATM to retain your Card. The number of attempts that will cause the retention of your Card is also not disclosed for security reasons.

Preauthorization Holds

When your debit card or other network enhancement feature related to the Card is used at a point-of-sale location to obtain goods and services or obtain cash, the merchant may attempt to obtain preauthorization from us for the transaction. We may place a temporary hold on your Account for the amount of the preauthorization request based on the vendor type. This hold can range from two (2) to thirty (30) days (depending on the merchant's request) and may vary from the amount of the actual purchase in some instances. If the preauthorization request varies from the amount of the actual transaction, payment of the transaction may not remove the hold, which will remain on the Account until the end of the hold period. This hold may affect the availability of funds from your BFF Prime Account to pay checks or for other Electronic Funds Transfers ("EFTs"). We will not be responsible for damages for wrongful dishonor of any items that are not paid because of the hold.

Electronic Funds Transfer Disclosures

We offer Account services that may be considered EFTs, which include, but are not limited to the following:

- ATM Transactions
- ACH Transactions³
- BFF Prime Debit Card transactions
- Transfers initiated through the BFF Prime App

This EFT disclosure, as required by Federal Regulation E - Electronic Fund Transfer Act provides information that describes your rights and responsibilities regarding these services. Electronic Funds Transfers are services that we can provide, assuming that you specifically request and arrange them and qualify for the service.

Preauthorized Electronic Funds Transfers

You may arrange to have certain recurring payments automatically deposited (credited) to your Account. Examples of this service include, but are not limited to the direct deposit of Social Security and other government payments or the direct deposit of your payroll. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from

³ ACH Transactions may include, but are not limited to direct deposits, pre-authorized withdrawals, and online transfers.

the same person or company, you can verify the availability of your deposit by viewing the transaction details on your BFF Prime App Account or by contacting us.

You may arrange to have certain recurring withdrawals automatically paid (debited) from your Account. For example, you may arrange to have insurance premiums paid automatically.

These preauthorized transfers are governed by federal regulations pertaining to EFT services that entitle you to certain protections. Requests for these services must be authorized by you, in writing, to the originator of the transaction prior to becoming effective.

Right to Stop Payment of Preauthorized Electronic Funds Transfers

If you want to permanently revoke an EFT (either debit or credit) you authorized from a third party, you will need to first send written instructions to the originating third party to cancel your ACH transfer.

If you have authorized regular payments out of your Account, you can stop any of these payments by notifying Customer Service by telephone or email. If you notify us by telephone, you may be required to confirm the information provided in writing to us at support@ugly.cash.

Your request must include your Account number, the name of the payee, the amount of the item to be stopped, and the date the payment was scheduled to be made. This request needs to be received by us three (3) or more business days before the payment is scheduled to be made. If your request is by telephone or email, we may also require you to put your request in writing and ensure that it is received by us within fourteen (14) days after your call or email.

You are subject to the general rules of [Stop Payments](#) in this Agreement.

Stop Payments

If you request that we stop payment on any preauthorized transfer according to the requirements above and we fail to do so, we will be liable for your proven loss or damages, unless:

- You failed to give us enough information, proper instructions, or sufficient time to act on the stop payment or
- We do not receive written confirmation of your telephone or email request to stop payment within fourteen (14) calendar days, and the preauthorized transfer occurs after the fourteen (14) calendar days.

In any case, we will only be liable for actual proven damages if the failure to stop payment on your transaction resulted from an error on our part, despite our procedures to avoid such errors. If we pay a preauthorized transfer despite your valid and timely stop order request, we may recredit your Account. If we do this, you will sign a statement describing the dispute with the payee. You agree to transfer to us all of your rights against the payee. In addition, you will assist us in any legal action taken against the payee.

Additionally, if you want to permanently revoke a recurring preauthorized EFT, you will need to first send written instructions to the originating third party to cancel your preauthorized transfer. We may ask you to provide us with a copy of your letter to the originating third party and sign an affidavit revoking authorization.

Our Liability for Failure to Complete an Electronic Fund Transfer

If we fail to complete an EFT transaction on time or in the correct amount when properly instructed by you, we will be liable for damages caused by our failure unless:

- There aren't sufficient funds in your Account to complete the transaction through no fault of ours.
- The funds in your Account aren't available at the time the EFT posts to your Account.
- The funds in your Account are subject to legal process.
- The ATM system has insufficient cash to complete the transaction.
- Your Card has been reported lost or stolen and you are using the reported Card.
- We have a reason to believe that the transaction requested is unauthorized or otherwise violates the terms of this Agreement.
- The failure is due to an equipment breakdown that you knew about when you started the transaction at an ATM or merchant terminal.
- You attempt to complete a transaction at an ATM or merchant terminal that is not a permissible transaction listed above.
- The transaction would exceed security and/or transaction limitations on the use of your Card and/or Account.
- We have a reason to believe that the transaction requested is in violation of applicable law or violates the rights of another person.

In any case, we will only be liable for actual proven damages if the failure to make the transaction resulted from an honest error despite our procedures to avoid such errors.

Unauthorized Transfers

Tell us immediately if you believe your Card and/or PIN has been lost or stolen or if you believe that an EFT has been made without your permission. Contacting us by phone or email is the best way to keep your potential losses down.

If you tell us within two (2) business days after you learn of the loss or theft of your Card and/or PIN, you can lose no more than \$50 if someone used your Card and/or PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card and/or PIN, and we can prove we could have stopped someone from using your Card and/or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after your Account statement is 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 kept you from telling us, we may extend the time periods at our sole discretion.

You may be required to confirm the information provided over phone or email in writing. In these cases, we will advise you accordingly, provide you the necessary forms for confirming your dispute in writing, and give you instructions for sending us the signed form.

Errors or Questions and How to Contact Us

In case of errors or questions about your EFTs, you agree to promptly contact Customer Service by telephone +1 844 735 0769 or by email at support@ugly.cash. You may be required to confirm the information in writing within ten (10) business days. In these cases, we will advise you accordingly, provide you the necessary forms for confirming your dispute in writing, and give you instructions for sending us the signed form.

If you believe an EFT transaction was processed in error or was unauthorized or if you need more information about a transfer listed on your statement or receipt, you must contact BFF Prime no later than sixty (60) days after the problem or error first appeared on your statement.

In your communication with us, please provide the following information:

- The Account name, Account number, and last four digits of the debit Card number, if applicable
- A description of the suspected error or the transfer about which you are unsure, why you believe there is an error, or why you need more information
- The dollar amount of the suspected error
- The date of the suspected error

When we receive your dispute notification, we will advise you of the status of our investigation within ten (10) business days. In all cases, we will correct any error promptly.

If we need more time to investigate your question or complaint, we may take up to 45 calendar days for ATM transactions (other than international transactions) and ACH transactions. For errors involving new Accounts (an account that was first funded within 30 days prior to the error), point-of-sale transactions, or foreign initiated transactions, we may take up to 90 calendar days to investigate your complaint or question. If this is necessary, we will provisionally credit your Account for the amount you believe is in error within ten (10) business days of your original complaint or question. If we do not receive written confirmation of your questions or complaint within ten (10) business days, we may decide not to provisionally credit your Account.

For errors involving new Accounts, point-of-sale, or foreign initiated transactions, we may take up to 90 calendar days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.

We will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. If provisional credit was given, and it is determined that there was no error, you must repay to us the amount of the provisional credit for the disputed item(s). You will have access to those funds for five (5) business days, and then we may deduct those amounts from your Account without further notice.

Debit Card Revocation

You agree that your Card remains the property of Bangor Savings Bank and shall be surrendered upon demand. The Card is non-transferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

If you do not use your Card for 90 days or we believe the Card may be lost, stolen, or used improperly, it may be canceled for security reasons and will be unusable. This may occur without prior notice to you.

If your Card is reissued or reactivated, we may charge you a fee for its reissue and/or replacement in accordance with our [Schedule of Fees and Charges](#).

Fees and Charges

You will pay any applicable fees and charges we assess for your Card services and/or other electronic services that you select. Applicable fees will be deducted from your Account and listed on your Account statement. These charges and fees are assessed in accordance with our [Schedule of Fees and Charges](#).

You may be charged a foreign transaction fee for point-of-sale purchases made internationally. For ATM transactions, domestic and international, the terminal owner of the ATM may also charge you a fee for use of their ATM. You may, however, be assessed a fee by the Card association (for example, Mastercard) for using your Card at an ATM or making a point-of-sale purchase.

Rewards Program

Acceptance of Terms

By participating in the Rewards Program or making an Eligible Transaction, you acknowledge that such participation is subject at all times to the Ugly Cash Terms & Conditions, including these Rewards Terms, and you agree to be bound by them. If you do not accept these in their entirety, you may not participate in the Rewards Program, although the ordinary use of the account will continue to be allowed.

Rewards Program Overview

The Rewards Program enables you to earn rewards as a credit to your account balance (a "Reward") for completing eligible challenges presented to you in the app.

Modification or Changes to Rewards Terms or Rewards Program; Cancellation

The Rewards Program, these Rewards Terms, and any aspect thereof are subject to change or cancellation by Ugly Cash at any time, with or without notice to you. Ugly Cash may amend or update these Rewards Terms at any time by posting a revised version here or through other communications. By continuing to participate in the Rewards Program after such changes, you are indicating that you accept modifications or changes to the Rewards Program.

Eligibility

You may only participate in the Rewards Program and make Eligible Transactions if you:

- Knowingly and willingly sign up to be an Ugly Cash customer using a valid referral code;
- Pass all relevant customer identification and screening as required by us;
- Comply with our Terms & Conditions; and
- Comply with all other conditions or requirements as communicated by us.

We have sole discretion to determine if you are eligible to participate in the Rewards Program and may suspend, restrict, or otherwise terminate your access to the Rewards Program at any time, with or without notice to you.

Your Responsibilities and Use Restrictions

Your account must be in good standing at all times, and you agree not to do any of the following in connection with your participation in the Rewards Program:

- Attempt to or maintain more than one Ugly Cash Account;
- Interact with any third parties (which includes modifying or accessing data from such third party) if such third party has not consented to such action;
- Spam or use any automated vulnerability tools that may generate large traffic volume;
- Exploit any vulnerabilities you discover in any way for any reason, including exploitation of any data uncovered by way of such vulnerability;
- Engage in social engineering (including “phishing”) of Ugly Cash staff or contractors, or otherwise;
- Violate any other applicable laws or regulations, including those prohibiting unauthorized access to data;
- Disclose any personal, financial, or location information publicly; or
- Violate any other use restriction contained in the Ugly Cash Terms & Conditions.

You agree to do all the following in connection with your participation in the Rewards Program:

- Inform us as soon as possible upon discovery of any error, vulnerability, or other bug (“**Errors**”) whether such Errors are outside the scope of the Rewards Program or not; and
- Avoid disruptions to others, including but not limited to unauthorized access to or destruction of data, theft, and interruption or degradation of our services.

Eligible Transactions

(a) *General Transactions.* A list of eligible transactions will be available in the app but may include:

- Adding funds to the app.
- Sending money to another user in LATAM.
- Spending with their Ugly Cash card.

Eligible transactions must be completed during the Rewards Period (defined below) where the transaction has been settled and not subject to any returns, chargebacks, or other cancellations (“**Eligible Transactions**”). For each Eligible Transaction, you will receive a credit balance towards earning a Reward. You will be able to track your Eligible Transactions in the App.

(b) *Ineligible Transactions.* Any of the following (collectively, “**Ineligible Transactions**”) are not Eligible Transactions and will not count towards your earning of a Reward:

- i. Any transaction where you transfer your Ugly Cash Card balance to a digital wallet, including without limitation to a Venmo, PayPal, Stripe, Cash App, or any other digital wallet provider (“**Digital Wallet**”) including mobile versions and mobile applications of such Digital Wallet.
- ii. Eligible Transactions cannot be combined, accrued or transferred from multiple Accounts or other sources into a single Account.
- iii. Any purchase or transaction that is reversed including without limitation, by ACH return (as that term is defined under the NACHA Rules) or is canceled, disputed, reversed, or otherwise rejected for any reason.
- iv. Transactions that are not considered eligible purchases, including but not limited to: balance transfers; cash advances or cash-like transactions; traveler's checks, foreign currency, money orders, or wire transfers; lottery tickets, casino gaming chips, racetrack wagers or similar betting transactions; any checks that access your account; interest charges; unauthorized or fraudulent charges; and fees of any kind, including an annual fee, if applicable.

(c) *Disclaimer.* Ugly Cash is not responsible for attempted transfers that are not processed for any reason. There are no restrictions on the number of qualified Eligible Transactions you can submit in accordance with these Rewards Terms. Ugly Cash’s team may review Eligible Transactions on a regular basis. Ugly Cash retains sole discretion in determining which transactions qualify as Eligible Transactions according to these Rewards Terms.

Rewards

(a) Rewards Period. The period in which your Eligible Transactions count towards earning a Bonus begins upon the date of your successful sign-up using your referral code and continues for 15 calendar days, or such other time period applicable to any Rewards as detailed in our App (“**Rewards Period**”). All Eligible Transactions must be completed within the Rewards Period.

(b) Rewards. Within the App we will indicate to you the amount (or value) of Eligible Transactions required, along with the applicable Rewards Period, that must occur for you to earn a Reward. If a Reward is earned, it will be provided as a credit into your Ugly Cash Account.

(c) Timing. Please ensure that your Account is in good standing and not dormant, canceled, or closed to allow us to deposit any applicable Reward to your Account. We may delay disbursing a Reward for a variety of factors, including without limitation: (i) the number of Rewards we need to process; (ii) the completeness of any additional documentation we may request to process the Reward; and (iii) other circumstances that may delay disbursements.

(d) Restrictions.

i. WE MAY IMPOSE RESTRICTIONS ON ELIGIBILITY FOR REWARDS PROGRAMS. THEREFORE, UNLESS STATED OTHERWISE IN THE APP, EACH USER WILL ONLY BE ELIGIBLE TO RECEIVE ONE REWARDS FOR THE DURATION OF THE APPLICABLE REWARD PERIOD REGARDLESS OF THE NUMBER OF ELIGIBLE TRANSACTIONS COMPLETED BY YOU.

ii. The granting of any Reward as part of the Rewards Program is within Ugly Cash’s sole discretion and all decisions related to the Rewards Program are final and unappealable. We may delay, suspend, or restrict any Rewards if we reasonably determine that such action is necessary to comply with applicable law or our internal compliance standards.

Tax Information

You are responsible for and must pay all state, federal, foreign or other taxes with respect to any consideration paid to you as a result of participating in any Rewards Program. By participating in any Rewards Program, you hereby release and indemnify us from any liability for any such taxes. We may require you to provide certain tax information in order for you to participate in a Rewards Program. The information you provide may include identifying information including your name, location, and tax status. Failure to provide us with accurate or properly completed tax forms may result in the withholding of tax on Rewards made by Ugly Cash or your ineligibility to participate in the Rewards Program or Rewards. Importantly, any tax form provided to Ugly Cash must be submitted in the manner either provided by Ugly Cash including, without limitation, a signature certifying the accuracy of the IRS Form W-8, or as reasonably acceptable to Ugly Cash.

Consequence of Violating Rewards Terms

If you violate these Rewards Terms, you may be prohibited from participating in the Rewards Program and future or current Ugly Cash programs or services. Additionally, any violation of

these Rewards Terms may result in any Eligible Transactions that you have provided may be deemed to be ineligible for a Reward.

Termination

Ugly Cash shall have the right, at its sole discretion, to terminate this Rewards Program immediately with or without cause upon written notice to you. In addition, these Rewards Terms and the Rewards Program shall terminate automatically upon any termination of the Ugly Cash Terms & Conditions between you and Ugly Cash.

Miscellaneous

Ugly Cash's failure to enforce any right or provision of these Rewards Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Ugly Cash. Except as expressly set forth in these Rewards Terms, the exercise by either party of any of its remedies under these Rewards Terms will be without prejudice to its other remedies under these Rewards Terms or otherwise.

PIN, and Passcodes

Card PIN

You will be prompted to assign a four (4)-digit card PIN for your BFF Prime Card during Card activation. You may change the PIN at any time by accessing the Card PIN change process through the BFF Prime App. If you fail to create a card PIN during the activation flow we will create a random PIN, which can be changed within the app.

Passcode

You will be prompted to establish a 4 digit passcode, otherwise known as login credentials, during your BFF Prime enrollment. Depending on your mobile application settings, you may be required to enter your full 4 digit passcode for subsequent logins to the BFF Prime App to view your Account(s), Card information, and other BFF Prime services. Your BFF Prime 4 digit passcode may be changed at any time after you've signed into your mobile app session by following the steps for resetting your 4 digit passcode, which is available in settings. BFF Prime encourages all customers to secure their BFF Prime App by using advanced security (e.g. facial recognition).

Your login credentials and PIN are identification methods that are both personal and confidential. You are required to use your PIN with your Card at an ATM or POS merchant terminal. It is a security method by which we help you maintain the security of your Account. Your login credentials are another security method that maintains the security of your Account and the transactions you process through the BFF Prime App.

Therefore, you agree to take all reasonable precautions to protect the confidentiality of your login credentials, PIN and/or other access devices. Furthermore, you agree that you will not:

- Reveal your login credentials, PIN, or any other access device information to anyone
- Write your PIN or login credentials for your Card or mobile app down
- Leave your mobile or other device unattended after you have logged on

Funds Transfer Service

“Funds Transfer” is an electronic transfer service provided by BFF Prime and powered by Bangor Savings Bank that enables you to securely transfer funds from an Account at another financial institution to your Account with us, and/or from your Account with us to an Account at another financial institution. Prior to use, you are required to register your external bank Account for verification and security purposes. Once your Funds Transfer service is active, please refer to the [Funds Availability Policy](#) to see when your Funds will be available for your use in your Account. In all cases, funds may be held until we receive verification that the transaction has settled.

By using the Funds Transfer service, you agree that the Bank will transfer funds through ACH services and that the transaction is subject to completion upon our final review and verification. You agree that such requests constitute authorization for such transfers. This authorization is to remain in full force until the Bank has received written notification from you of its termination, you have electronically deleted a registered bank Account or Card from the Funds Transfer service, or you have electronically canceled an Account and/or transfers from the Funds Transfer service in a time and manner that would allow the Issuing Bank Partner and the other financial institution a reasonable opportunity to act on it.

This service may be subject to a fee in accordance with our [Schedule of Fees and Charges](#). This service may not be available for all customers and/or Account types.

By using the Funds Transfer service, you are certifying that the registered external Accounts that you transfer funds to and from and/or the debit or credit cards used to transfer from are under the same ownership as the Account with us. If the Accounts are not titled the same or ownership among the transferring Accounts changes, you will indemnify us for any losses incurred as a result of any transaction you initiate between these Accounts that is later returned or is reported unauthorized. If you initiate a transfer that is found to be unverifiable or is unable to be completed for other reasons, you agree to hold us harmless for any loss resulting from the incomplete transfer. If a transfer is made from a third party’s Account or registered as an external deposit Account before we detect it, we may without notice to you place those funds on hold and debit your Account and return the funds to the third party’s Account in the form of a bank check or EFT once we have confirmed the funds cleared the external Account.

If you use the Funds Transfer service to transfer funds to or from an Account that has multiple owners, you agree that each owner authorizes the others to (a) register any external bank Account, as permitted by the Funds Transfer Service, (b) initiate the transfer of funds between your Accounts with us, as permitted by the Funds Transfer Service, and (c) initiate the transfer of funds between your Account(s) with us and any registered external bank Account. This authority will cease only after we have received and have been given a reasonable amount of time to act on the appropriate documentation needed to change or remove the owner from the

Account. Each external bank Account Owner agrees to be jointly and severally liable to BFF Prime for any losses incurred as a result of the improper use of this service up to and including the transfer amount, any applicable fees, and any legal expenses. Your Funds Transfer request will only be completed if you have sufficient funds in the Account from which you wish to transfer funds and the Accounts are linked for transfer capabilities. Funds Transfer transactions are subject to dollar amount limitations, which are determined by us and may be set according to your Account type and/or the type of Funds Transfer service you are using. These limitations are set for security reasons and are not disclosed for that reason.

BFF Prime reserves the right to limit the number of external Accounts that can be linked to your Account for purposes of transferring funds; to limit functionality of the Funds Transfer service by imposing limits, holds, or other measures; and to close your Account if unlawful activity is found or suspected.

Truth in Savings

There is no minimum opening deposit requirement to open a BFF Prime Account.
 There are no maintenance fees on BFF Prime Accounts.
 There is no minimum balance required.

Transaction Limits

Your Account is subject to all the limitations set forth in this Account Terms & Conditions Agreement. In addition, the following transaction limits apply:

Limit	Amount
ACH transfers with your linked account	2.000 USD per transaction
Daily/Weekly/Monthly Limit ACH transfers with your linked account	2.000 USD Daily / 10.000 USD Monthly
Daily ATM Withdrawal Limit	500 USD
Debit Card Transaction Limit	5.000 USD

Fees

Fees are charged in accordance with our fees outlined below. If we assess a fee for any other service or make a change to our [Schedule of Fees and Charges](#), we will let you know in advance.

To the extent you access our Services through a mobile device, your wireless service carrier’s charges, data rates, and other fees may apply.

Schedule of Fees and Charges

Activity	Description of Fee
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ATM Transaction Fee (Domestic)	No charge, however surcharge fees may be accessed by the ATM owner.
International ATM Withdrawal Fee	No charge, however surcharge fees may be accessed by the ATM owner.
International Transaction Fee	1% foreign transaction fee to use your Ugly Cash Mastercard® Debit Card.
Card Replacement Fee	\$0.00 for the first replacement; \$5.00 after the first replacement
Funds Transfer with your linked account	No Charge
Overdraft Fee	No charge
Returned Item Fee	No charge
Stop Payment Fee	No charge
Domestic Incoming Wire Fee	No charge
International Incoming Wire Fee	No charge
Debit Card Deposits (“Instant Funding”)	2%

Rights to Set Off

If you owe us any amount, you give us a security interest in your BFF Prime Account. You also give us the right, to the extent not prohibited by law, to set off against your funds to pay the amount owed to us. You agree that the security interest you have given us is consensual and is in addition to our right to set off. If we exercise our right to set off, we will notify you to the extent required by law.

Taxes

You are responsible for reporting any required Account information to tax authorities and paying any taxes related to your Account.

Severability

If any provision of these terms is found unenforceable, then that provision will be severed from these terms and not affect the validity and enforceability of any remaining provisions.

Arbitration

If an arbitrator or court finds any provision of this Agreement to be invalid, you and we agree that the arbitrator or court should give valid effect to the intention of that provision, and that the remainder of this Agreement remains in full force and effect.

Please read these terms carefully, as they contain an agreement to arbitrate and other important information regarding your legal rights, remedies, and obligations. The agreement to arbitrate requires (with limited exceptions) that you submit claims you have against us binding and final arbitration. Furthermore, the following will apply:

- **You will only be permitted to pursue claims against us on an individual basis, not as a plaintiff or class member in any class or representative actions or proceeding**
- **You will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis**
- **You may not be able to have any claims you have against us resolved by a jury or in a court of law.**

Dispute Resolution

Governing Law

This Agreement will be governed according to the laws of the State of Maine, and all activities performed in connection with our services will be deemed to have been performed in the State of Maine. Any controversy, dispute, or claim arising out of or relating to our services or this Agreement will be governed by and construed in accordance with the laws of the State of Maine, except the provisions concerning conflicts of law.

Disputes

If a dispute arises between you and BFF Prime, our goal is to learn about and address your concerns, so please send a message to support@ugly.cash. If we are unable to address your

concerns to your satisfaction, we will seek to provide you with a neutral and cost-effective means of resolving the dispute quickly.

Arbitration

This section affects your rights. Please read carefully before agreeing to these Terms.

To resolve disputes in the most expedient and cost-effective manner, you and BFF Prime agree that any dispute arising in connection with our services will be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief on an individual basis that a court can award.

Our agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of our services, whether based in equity, contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of our services. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of these Terms.

You understand and agree that, by entering into this Agreement, you and BFF Prime are each waiving the right to a trial by jury or to participate in a class action in court or in arbitration.

We both agree that nothing in this Agreement will be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, or (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available.

Any arbitration between you and us will be governed by the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Your arbitration filing fees will be governed by the AAA Rules. If it is determined by the arbitrator that you cannot afford such fees, we will pay all arbitration fees and expenses. If there is any inconsistency between any term of the AAA Rules and this Agreement, this Agreement will control.

Any arbitration hearings will take place at a location to be agreed upon in the State of Maine. You or BFF Prime may choose whether the arbitration will be conducted:

- Solely on the basis of documents submitted to the arbitrator (ii)
- Through a nonappearance based telephonic hearing; or (iii)
- By an in-person hearing as established by the AAA Rules.

All aspects of the arbitration proceeding and any ruling, decision, or award by the arbitrator will be strictly confidential for the benefit of both you and us.

You and BFF Prime agree that each may bring claims against the other only in your or BFF Prime's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

You agree that the enforceability of these arbitration provisions will be determined by the arbitrator as provided in the AAA Rules. You agree that the arbitration provisions of this Agreement in effect at the time of demand or action, and not the time of your or our alleged injury, will be the provisions that will be applied by the arbitrator or a court.

Except as otherwise agreed by the parties above, you agree that any claim that you have against us must be resolved by a court located in the State of Maine. You agree to submit to the personal jurisdiction of the courts located in Penobscot County, for the purpose of litigating or arbitrating any claim.

Contact Information

BFF Prime wants to hear your comments, concerns, suggestions, or questions. Email us at support@ugly.cash.