

CONSUMER ACCOUNT AGREEMENT AND DISCLOSURES (as amended or restated from time to time, the “Agreement”)

IMPORTANT - PLEASE READ CAREFULLY AND RETAIN THIS AGREEMENT FOR YOUR RECORDS.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION THAT REQUIRES MANDATORY AND BINDING ARBITRATION OF CERTAIN DISPUTES, UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW. THE TERMS OF THE ARBITRATION PROVISION ARE SET FORTH IN THE SECTION LABELED “RESOLUTION OF DISPUTES BY ARBITRATION.” PLEASE READ THE ARBITRATION PROVISION CAREFULLY.

Important Information for Opening an Account

To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens an Account (as defined below).

What this means for you: When you open an Account, we will ask for your name, address, date of birth, and government ID number. We may also ask to see your driver’s license or other identifying documents. We may use a third party servicer to verify your identity and obtain information regarding your previous banking relationships. We may also report the status, history and/or closure of your Account to such third party servicer. When you open an Account, you authorize the Social Security Administration to verify your Social Security Number by matching the name, date of birth, and Social Security Number that you submitted in your Account application with information in the Social Security Administration’s records, and to share a match or no-match response concerning the results of the Social Security Number verification with N26.

Agreement Overview

The Agreement describes the terms and conditions of your consumer demand deposit account (the “Account”) available from Axos® Bank (“Bank”), a federally chartered savings bank and Member of the Federal Deposit Insurance Corporation (“FDIC”). “N26” refers to N26 Inc., the program manager who performs certain services related to your Account on our behalf. “We”, “our”, and “us” refers to the Bank, our successors, affiliates, or assignees. “You” and “your” refers to the customer who owns the Account.

By providing an electronic signature upon Account opening, or continuing to maintain an Account with us, you accept and agree to be bound by the terms and conditions of this Agreement, which is available to you at <https://n26.com/en-us/legal-documents> or by contacting Customer Service. See the section labeled “Customer Service” for details.

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A. TERMS

You may open an Account by using the N26 mobile application (the “Mobile App”) or at the N26 website (the “Website”) by visiting <https://n26.com/en-us/>. Mobile App means the mobile application through which you may obtain information regarding your Account and through which you may manage your Account. Website means the website through which you may obtain information regarding your Account and through which you may manage your Account. The Account is not designed or intended for business use, and we may close the Account if we determine it is being used for business purposes. Use of the Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We reserve the right to refuse to process any transaction(s) that we believe violates the terms of this Agreement. Any references to “Business Days” found in this Agreement are to days other than a Saturday, Sunday, or any other day on which federal savings associations in the state of Nevada are authorized or required by law to close. Any references to “days” found in this Agreement are calendar days.

Cellular Phone Contact Policy. This Agreement is conditional upon (i) you providing us with a telephone number for a cellular phone or other wireless device, including a number that you later connect to a cellular device, and (ii) your express consent to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from us, our affiliates, our agents, N26’s affiliates, or N26’s agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes and automatically renews every eighteen (18) months. Standard text messaging and data rates may apply. You may revoke this express consent by contacting Customer Service. See the section labeled “*Customer Service*” for details. If you revoke your express consent to receiving communications at such telephone number, we may terminate this Agreement.

N26 Account and Spaces Subaccount. An Account is available only to United States (“U.S.”) citizens and legal resident aliens residing in the fifty (50) U.S. states and the District of Columbia, who are at least eighteen (18) years of age (or older in states where the majority age is older) with a valid Social Security Number. You must agree and consent to accept electronic, rather than paper statements. This means: (i) you must keep us up-to-date with respect to your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and electronic statements). **If you revoke your consent to accept electronic statements, we may close your Account.** You will receive an email notifying you that an electronic statement is available to be downloaded on the Mobile App and/or Website. We may use information from third parties to help us determine if we should open your Account. An Account is active once you have completed your Account application, you have agreed to our terms and conditions, and we have verified your identity in accordance with the USA PATRIOT Act. In order to remain active, an Account must not be involved in illegal or fraudulent activity, and it must otherwise be in good standing.

In addition, an active Account holder may open a “Spaces Subaccount.” A “Spaces Subaccount” is a subaccount of the Account that can be used to segregate a portion of the Account for a designated purpose, such as a vacation. An active Account holder may open up to two (2) Spaces Subaccounts. You only may transfer money between your Account and your Spaces Subaccount(s), and you may not withdraw funds directly from Spaces Subaccounts.

N26 Visa® Debit Card. An N26 Visa Debit Card (the “Card”) is automatically issued with the Account and may be used anywhere Visa debit cards are accepted for purchases funded by an Account. The Card is neither issued nor linked to Spaces Subaccounts.

Deposits to the Account and Spaces Subaccount.

Deposits may be made to your Account via a direct deposit or ACH transfer from another bank*, via a transfer from a linked external account**, and/or by charging another debit card within your Mobile App***.

Deposits may be made to your Spaces Subaccount only via an internal transfer initiated from your Account.

NOTE:

***DIRECT DEPOSITS OR ACH CREDITS INITIATED FROM AN OUTSIDE FINANCIAL INSTITUTION:** The recipient's name on any such deposits we receive must match the name of the Account holder. Any such deposits received in a name other than the name registered to the Account will be returned to the originator.

****TRANSFER INITIATED WITHIN THE MOBILE APP AND/OR WEBSITE FROM A LINKED EXTERNAL ACCOUNT:** You may link an external account to your Account so long as you own or co-own the account, we can verify ownership of the account, and the account is offered by a U.S. financial institution.

*****TRANSFER INITIATED WITHIN THE MOBILE APP FROM ANOTHER DEBIT CARD:** The debit card used for any such transfer must be issued by a U.S. financial institution and must not have been issued with the Account (i.e., the card may not be an N26 Visa Debit Card). We charge no fees for the first such transfer. However, we charge a fee of 2.9% of the transfer amount for subsequent such transfers. In addition, if the account associated with the debit card contains funds insufficient to cover the transfer, the debit card's issuing bank may charge an overdraft fee or decline the transaction. In cases where the transfer is refunded to the debit card's issuing bank, we charge no additional fees to process the refund, but the original 2.9% fee from the original transfer will not be returned to you.

IMPORTANT: If you are enrolled in direct deposit and your Account number changes you must immediately notify your employer or any other payors. You must provide them with the new Account number to ensure that your direct deposit activity continues uninterrupted.

No Cash, Paper Checks or Foreign Currency. We are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us.

- Cash – We do not accept cash deposits. If you mail a cash deposit, the cash will be returned back to the address of record.
- Paper Checks – Personal checks, cashier's checks, and money orders may not be deposited by mail. All checks and money orders sent to us for deposit will be returned back to the address of record unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be deposited to the Account at our discretion.
- Foreign Currency – We do not accept deposits in foreign currency. Any deposits received in foreign currency, cash or check will be returned back to the address of record.

Preauthorized Transfers. Your Account number and routing number can be used for preauthorized direct debits ("ACH Debits") from Merchants to your Account, for the purpose of initiating debits to your Account, and for the purpose of initiating direct deposits and/or ACH credits to your Account. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association ("NACHA") and you agree to comply with the NACHA Operating Rules. Detailed information regarding preauthorized transfers is available in the section labeled "*Electronic Funds Transfer Disclosure*."

NOTE: The recipient's name on any ACH Debit we receive must match the name of the Account holder. Any direct deposits received in a name other than the name registered to the Account will be returned to the originator.

IMPORTANT: If your Account number changes, you must immediately notify each Merchant with whom you have ACH Debit activity. You must provide them with the new Account number to ensure that the ACH Debit activity continues uninterrupted.

Problems That Could Occur with Deposits. If funds are deposited or transferred into your Account by mistake or otherwise, we may correct the situation at any time by deducting the amount of the deposit from your Account without prior notice to you. If there are insufficient funds in your Account at that time, your Account could become overdrawn. See the sections labeled "*Overdraft*" and "*Right to Set Off*" for more information about what could occur if your Account has a negative balance.

Overdraft. You are not permitted to overdraw your Account. If the available balance in your Account is not sufficient to cover any payment or withdrawal you have authorized, we will refuse to process the payment or withdrawal. If your Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Account has a negative balance for an extended period of time and you have another account with us, we reserve the right to exercise our right to set off. See the section labeled "*Right to Set Off*" for details. If your Account has a negative balance for seventy-five (75) days or more it may, in our sole discretion, be closed. Notwithstanding anything to the contrary herein, closure of your Account does not absolve you of any amounts owed to us.

Right to Set Off. If your Account balance becomes and remains negative for fifteen (15) days, we can use the funds in any of your accounts with us to repay the amount owed on the negative balance Account. This means, we have the right to set off any liability, direct or contingent, past or present, that you owe against any such account. Further, you grant us a lien on and security interest in the funds on deposit in each of your Accounts as security for all of your liabilities and obligations to us, now or in the future. We will notify you if we have exercised our right to set off.

Statements. Electronic statements are available to view and print on our Mobile App and/or Website. Account statements will be made available monthly. You should review your transaction history daily to protect your rights, including your right to dispute transactions that you believe are unauthorized. Carefully review your statements each statement period and notify us of any errors within sixty (60) days of your statement becoming available. You also have a right to obtain a sixty (60) day history of your Account transactions by visiting the Mobile App or Website. You will receive an email to your email address of record notifying you that your electronic statement is available to view online or downloaded on the Mobile App and/or Website.

We will not be liable to you for any damages as a result of: (i) your failure to promptly notify us of a change in your e-mail address; (ii) your failure to promptly notify us if you are unable to access the Mobile App, Website, or your statement; or (iii) your failure to make arrangements to access the Mobile App or Website and obtain your statement. You are responsible for the accuracy of your statement whether or not reviewed, and your statement shall be deemed final and correct sixty (60) days from the day it was posted to the Mobile App and/or Website as reflected in our records.

Check Writing. The Account does not offer a check writing feature. You may not write checks on your Account, or order checks for your Account from us or any other source. Any transactions to your Account that involve a check drawn on your Account, including written checks, check by phone, or third-party authorizations that come through as a check, will not be honored. When providing Account and routing numbers to merchants, Internet service or other utility service providers (collectively, "Merchants") to make a payment, (whether in person, electronically or over-the-phone) you need to ensure that the Merchant is using the ACH system to process

the transaction as an electronic debit, as ACH is an accepted form of payment for your Account. If the Merchant processes a payment as a check, the check will be rejected and not paid. You may be charged a fee by the Merchant if this happens. You may not use your Card number or your Account number and our routing number in connection with the creation and/or negotiation of any financial instruments, such as checks, which we have not authorized.

Account Titling and Ownership. The Account may be owned and titled only in the name of one individual who may deposit, transfer, or withdraw funds. The Account also cannot be established as a "Payable on Death" or "In Trust For" account.

Death or Incapacitation. Your appointed party or designee must notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from your Account until we: (i) are notified of your death or adjudication of incompetency and (ii) have had a reasonable opportunity to act. You agree that, even if we have knowledge of your death, to the extent permissible by law, we may pay or process pending transactions on your Account on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in the Account. We may require additional documentation to confirm any claims made on the Account.

Power of Attorney. You may give another person authority to make transactions on your Account by giving power of attorney to that person. The Account owner and person executing power of attorney over an Account is known as the "Principal." The person granted power of attorney for the Principal is known as the "Agent." We may refuse to accept a power of attorney for reasonable cause, and we may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. It is the responsibility of the Principal to provide us with any information if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until (i) we receive written revocation from the Principal, (ii) we receive written notification of the Principal's death, or (iii) we receive written notification of the death or incapacity of the Agent, and, with respect to each of the foregoing clauses, we have reasonable time to process the notice.

Assignment. You may not sell, assign, delegate, or otherwise transfer this Agreement or any of your rights or obligations under this Agreement without our prior written consent. You agree that we may sell, assign, delegate, or transfer this Agreement, or any of our rights or obligations hereunder, to another person or entity without your consent but you will receive prompt notice if we do so.

Legal Process. If legal action such as a garnishment, levy, or other state or federal legal process ("Legal Process") is brought against your Account, we may refuse to permit or limit withdrawals or transfers from your Account until the Legal Process is satisfied or dismissed. We have first claim to any and all funds in your Account to the extent permitted by applicable law and Legal Process. We will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as we determine to be appropriate in the circumstances without liability to you, even if any funds we may be required to pay out leaves insufficient funds to pay a transaction that you have authorized. You agree to reimburse us for any cost or expense, including attorney fees, which we incur in responding to Legal Process related to your account, unless otherwise prohibited by law.

Account Dormancy and Escheatment. An Account that is inactive for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment and we may be required to send the balance in your Account to the state of your last known address. We will make all reasonable efforts to contact you before transferring the remaining balance of your Account to the applicable state.

Closure. In the event the Account is cancelled, closed or terminated, we will send you prior notice in accordance with applicable law. Either you or we may close your Account at any time for any reason or no reason. You may cancel this Agreement by contacting Customer Service and requesting to close your Account. See the section labeled “Customer Service” for details. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. We are not required to close your Account at your request if you have pending transactions, the account is overdrawn or your account is subject to Legal Process. We may close your Account if the balance is \$0 or negative. If your Account is cancelled, closed or terminated for any reason, you may request the unused balance be returned to you via ACH. If you do not have an alternate account to receive your refund via ACH, you may request that we mail you a check to the mailing address of record. For security purposes, you may be required to supply identification and address verification documentation prior to issuing a refund check. Allow ten (10) Business Days for processing and mailing of the refund check after we close the account. Specific information and instructions, including how to receive any remaining Account balance, will be included in the notice. After an Account is closed, we have no obligation to accept deposits or pay any outstanding items. You agree to hold us harmless for refusing to honor any item on a closed Account. We reserve the right to refuse to return any unused balance amount less than \$1.

Deposit Insurance. The funds on deposit in your Accounts with us are insured up to the regulatory limits by the FDIC. For further information regarding insurance of Accounts, you may write to FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC’s toll free consumer hotline at 877-275-3342, or visit its website at www.fdic.gov.

No Warranty Regarding Goods or Services as Applicable. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Account.

Compliance with Laws. You agree to not violate the laws of the U.S., including without limitation, the economic sanctions administered by the U.S. Treasury’s Office of Foreign Assets Control. You may not use your Account or Card to process Internet gambling transactions or conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.

Force Majeure. We shall not be liable for any loss, expense, failure to perform, or delay caused by failure of communication system, accidents, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, government shutdown, acts of third parties, or any cause that is beyond our reasonable control.

Governing Law. This Agreement, your Account, and any claim, dispute, or controversy arising from or relating to this Agreement or your Account are governed, to the extent applicable, by U.S. federal law and the law of the state of Nevada (without regard to conflicts of laws principles). If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

Waiver. We may, without notice to you, delay or refrain from enforcing our rights under this Agreement without waiving them. If we waive any right under this Agreement on one occasion, that waiver will not operate as a waiver as to any other occasion.

Resolution of Disputes by Arbitration. Except to the extent prohibited by applicable law, any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: (i) this Agreement; (ii) the Account; (iii) your establishment of the Account; (iv) your use of the Account; (v) the amount of available funds in the Account; (vi) advertisements, promotions or oral or written statements related to the Account, as well as goods or services purchased with the Account; (vii) the benefits and services related to the Account; or (viii) transactions made using

the Account, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. The arbitration shall be conducted by a neutral arbitrator chosen by You and the Company pursuant to the AAA Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.

You have the right, at your own expense, to be represented by an attorney or other spokesperson of your choosing.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING AND NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE. Notwithstanding this provision, the parties retain the right to seek relief in a small claims court for disputes or claims within the scope of its jurisdiction.

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org.

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

This arbitration provision shall survive: (i) the termination of the Agreement; (ii) the bankruptcy of any party; (iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity; or (iv) closing of the Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD OR ACCOUNT. CONTACT CUSTOMER SERVICE TO CLOSE THE ACCOUNT AND REQUEST A REFUND, IF APPLICABLE. See the section labeled “*Customer Service*” for details.

Amendments/Changes to Account Terms. We may amend or change the terms of this Agreement with you at any time. We may add new terms or delete or amend existing terms, add new services and discontinue existing services, or convert existing services into new services. As required by applicable law, we will provide you reasonable prior notice in writing or by any method permitted by law of an adverse change to this Agreement. Reasonable notice may include emailing a notice, a statement message or amended agreement to the last email address we have on file for you. We may substitute similar services or discontinue the currently offered services for certain accounts by giving you prior notice. We do not have to notify you, however, of any changes that are beneficial to you (e.g., a reduction or waiver of any fees or the addition of services) or if the change is required for security reasons. Unless otherwise required by law, we may amend this Agreement without prior notice (e.g., by posting the information on the Mobile App, Website or otherwise making it available to you).

When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your Account. If you continue to use your Account or keep it open, you are deemed to have accepted and agreed to any changes as of the effective date of any such change. If you do not wish to be bound to the changes,

you may close your Account as provided in this Agreement. You can obtain a copy of our current Agreement by visiting <https://n26.com/en-us/legal-documents> or by contacting Customer Service. See the section labeled “Customer Service” for details.

English Language Controls. Any translation of this Agreement is provided for your convenience. The meaning of the terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

B. THE N26 VISA DEBIT CARD

You will receive a Card with your Account. You acknowledge and agree that the funds accessible through use of the Card is limited to the available funds of your Account. The expiration date of the Card is identified on the front of the Card. The Card is the property of Bank and must be surrendered upon demand. The Card is non-transferable and it may be closed, cancelled, repossessed, or revoked at any time without prior notice, subject to applicable law.

Card Activation. You must activate the Card before it can be used. You may only activate it through the Mobile App or Website. You will need to provide personal information in order for us to verify your identity including the 10-digit token on the Card. Certain functionality outlined in this Agreement may be restricted prior to activating the Card.

Personal Identification Number. You will not receive a Personal Identification Number (“PIN”) with the Card. However, you will be prompted to select a PIN when you activate the Card. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the section labeled “Your Liability for Unauthorized Electronic Fund Transfers.”

Authorized Card or Account Users. You are responsible for all authorized transactions initiated and fees incurred by use of the Card or Account. If you permit another person to have access to your Card, Card number, Account number(s) or PIN, 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 your Account according to the terms and conditions of this Agreement.

Secondary Cardholder. You may not request an additional Card for another person.

Your Representations and Warranties. By activating the Card or by retaining, using or authorizing the use of the Card provided with the Account, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal resident alien residing in one of the fifty (50) U.S. states or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Account is true, correct and complete; (v) you received an electronic copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you have accepted the Card that was sent to you.

Cash Access and Transaction Limitations. With your PIN, you may use the Card to obtain cash from your Account at any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by a Merchant, that bears the Visa®, Plus®, Maestro®, or Allpoint® Acceptance Marks. All ATM transactions are treated as cash withdrawal transactions. You may also obtain your Account balance through certain ATMs. A fee may be assessed by the ATM owner for any ATM withdrawal or balance inquiry.

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- The maximum cumulative amount that may be withdrawn from your Account through ATM transactions per day is \$1,500.
- The maximum cumulative amount that may be withdrawn from a POS device per day will be subject to the maximum amount that can be spent on your Card per day.
- You may use the Card to withdraw funds at any bank which accepts Visa debit cards via an Over The Counter (“OTC”) withdrawal. The maximum cumulative amount that may be withdrawn via OTC is \$5,000 per day.
- The maximum cumulative amount that may be spent on your Card through signature and PIN POS purchases is \$5,000 per day.

These are the itemized cash access and spending limits for your Account:

N26 ACCOUNTS	
Transaction Type	Frequency and/or Dollar Limits
ATM Withdrawal	No limit to the number of times per day Up to \$1,500 per day*
Cash Back at POS	No limit to the number of times per day Up to \$5,000 per day*
OTC Withdrawals	No limit to the number of times per day Up to \$5,000 per day*
Card Purchases (Signature and PIN)	No limit to the number of times per day Up to \$5,000 per day*

*Daily limits refer to a 24-hour calendar day. ATM and POS device owner-operators, Merchants and banks may impose their own fees and lower limits on cash withdrawals.

You may use the Card to purchase or lease goods or services everywhere Visa debit cards, Plus cards or Maestro cards are accepted, as long as you do not exceed the available balance of your Account. Some Merchants do not allow customers to conduct split transactions where the Card is used as partial payment for goods and services and the remainder of the balance is paid with another form of legal tender. Some Merchants may place a hold on funds in your Account in excess of the amount of the purchase. However, if you wish to conduct a split transaction and it is permitted by the Merchant, you must tell the Merchant to charge an amount only up to the exact amount of the purchase against the funds available in the Account to the Card. You must then arrange to pay the difference using another payment method. Some Merchants may require payment for the remaining balance in cash. If you fail to inform the Merchant that you would like to complete a split transaction prior to swiping the Card, the Card is likely to be declined.

If you use the Card at an automated fuel dispenser (“pay at the pump”), the transaction may be preauthorized for an amount up to \$100 or more. If the Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to

ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a “hold” on those available funds until the Merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

If you use the 16-digit Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make with the Card. The Card cannot be redeemed for cash. You may not use the Card for any illegal online gambling or any other illegal transaction.

Each time you use the Card, you authorize us to reduce the value available in the Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in the Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

(7) **N26 Rewards.** You can earn N26 Rewards powered by Dosh® by making qualifying purchases with your Card. For the current list of participating merchants and offer terms, please check the Mobile App. Participating merchants and offer terms may be changed from time to time without notice. N26 Rewards will be paid out to your Account balance. If you return, charge back, cancel, dispute, or otherwise request a refund for a qualifying purchase for which you have already received N26 Rewards, we reserve the right to remove any related N26 Rewards amount from your Account balance or withhold future N26 Rewards to cover any such amount. To opt-out of the N26 Rewards program, please call N26 Customer Support at 888-626-0626. For full N26 Rewards terms, please review the N26 Rewards Powered by DOSH Terms of Service and Privacy Policy available at <https://www.dosh.com/n26-cashback-by-dosh-terms>.

Returns and Refunds. If you are entitled to a refund for any reason for goods or services obtained from a Merchant with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that Merchant. Neither Bank nor N26 are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the Merchant from whom those goods or services were provided.

Transactions Made In Foreign Currencies. If you obtain funds or make a purchase in a foreign currency (i.e., any currency other than U.S. Dollars), the amount deducted from the available balance of your Account will be converted by Visa into U.S. currency. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A. Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date.

Receipts. You should obtain a receipt at the time you make a transaction using the Card. You agree to retain, verify, and reconcile your transactions and receipts.

Card Replacement. If you need to replace the Card for any reason except at Card expiration, you can do so by contacting Customer Service. See the section labeled “Customer Service” for details. You will be required to

provide personal information which may include your Account number, 10-digit number on the Card, full name, transaction history, copies of acceptable documentation, etc. Card replacement fees apply.

Card Expiration. The Card will expire no sooner than the expiration date printed on the front of it. You will not be able to use the Card after the expiration date; however, a replacement Card will be mailed to you. If you need a replacement Card for any reason other than the Card's expiration, you may request one at any time by following the procedures in the section labeled "*Card Replacement.*"

C. *ELECTRONIC FUNDS TRANSFER DISCLOSURE*

NOTE: The recipient's name on any direct deposit(s) or ACH credit(s) we receive must match the name on the Account. Any direct deposits received in a name other than the name registered to the Account will be returned to the originator.

Electronic Funds Transfer Services. The following terms are used to describe Electronic Funds Transfer services. Automated credits, direct deposits, automated debits and automated payments are deposits and/or payments made to your Account by electronic means. Automated credits, direct deposits, automated debits and automated payments are not available for Spaces Subaccounts. Online transfers are the movement of funds between your Account and optional Spaces Subaccount. When you accept deposits, payments or transfers to or from your Account, you agree to these terms and conditions.

(2) **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 Account. If you have arranged to have direct deposits made to your account, at least once every sixty (60) days you can contact us at Customer Service to find out whether or not the deposit has been made. See the section labeled "*Customer Service*" for details. You may authorize another party, such as a Merchant, to make a one-time or recurring payment(s) using the Account and bank routing numbers, directly from your Account subject to the established limitations on withdrawals and transfers described herein.
- You may use the Card to make purchases at Merchants that accept the Card or to obtain cash at ATMs or at banks that accept Visa debit cards and, subject to availability, cash back at POS terminals.

(3) **Limitations on Transfers, Amounts and Frequency of Transactions**

- You may make ATM cash withdrawals and POS purchases, not to exceed the Account limits set forth in the section labeled "*Cash Access and Transaction Limitations*".
- Direct deposits and ACH Debits from Merchants are not available for Spaces Subaccounts.
- If your Account is closed, blocked or suspended for any reason, we will not be able to accept automated debits and automated payments into your Account, nor will you be able to use your Card to engage in transactions (including at an ATM).

(4) **Right to Receive Documentation of Electronic Funds Transfers**

- **Terminal transfers.** You can get a receipt at the time you make any transfer to or from your Account that was made at an ATM or point-of-sale terminal.
- **Statements.** You will have access to an electronic monthly statement that can be viewed on the Mobile App and the Website.
- **Direct Deposits or Automated Credits.** If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, log in to the Mobile App or Website or you can call us at 888-626-0626 to find out if the deposit has been made.

How to Stop Preauthorized Transfers from Your Account. If you scheduled a one-time ACH transfer or recurring ACH transfers using a written authorization form, you can stop any of these payments. Here's how:

To stop a recurring ACH transfer to a Merchant you preauthorized to debit your Account, please contact the Merchant to request cancellation of the recurring payment. If the Merchant with whom you arranged recurring ACH transfers from your Account is unable or unwilling to stop the transfer, email N26 at support-us@n26.com or contact Customer Service to request a stop on such payment. See the section labeled "*Customer Service*" for details. 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 notify us in writing or orally by phone. If you notify us orally by phone, we may require you to put your request in writing and send it to Customer Service at support-us@n26.com within fourteen (14) days after your oral notification to stop such payments. You will need to tell us the following: the name of the payee, the dollar amount of the payment and the date of the payment. If written stop payment notification is not received within fourteen (14) days, the payment in question will be honored as originally authorized and future payments will not be permanently stopped.

Notice of Varying Amounts. If the recurring ACH transfers you make vary in amount, the person you are going to pay will tell you the transfer date and the amount of the transfer ten (10) days before each payment is scheduled to take place. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set).

Our 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 Electronic Fund Transfers. You should contact Customer Service immediately if you believe your Card, PIN or Account number has been lost, stolen or compromised. If your Card, PIN or Account number has been lost, stolen or compromised, or if someone has transferred or may transfer money from your Account without your permission, contact Customer Service immediately. See the section labeled "*Customer Service*" for details. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Account is \$0 if you are not grossly negligent or fraudulent in the handling of your 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 you notify us within two (2) Business Days after you learn of any unauthorized transactions, you may lose no more than \$50 if someone used your 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 Card, PIN or Account number and we can prove that we could have stopped

someone from using your Account without your permission if you had promptly notified us, you could lose as much as \$500.

Also, 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 may extend the time periods. If your Card, PIN or Account number has been lost, stolen, or compromised, we will close your Card and/or Account to minimize loss and send you a replacement Card and/or Account number.

If your Account number changes, and you are enrolled in direct deposit and/or ACH Debit, you should immediately notify your employer and/or any other payors or Merchants and provide them with your new Account number to ensure that your direct deposit and/or ACH Debit activity continues uninterrupted.

Our Liability for Failure to Complete Transactions. If we do not properly complete a transaction from your Account or Card on time or in the correct amount according to our Agreement with you; we will be liable for your losses or damages only directly caused by this failure. However, there are some exceptions. We will not be liable, for example, for reasons including but not limited to:

- If through no fault of ours, you do not have enough funds available in your Account to complete the transaction;
- If a Merchant refuses to accept your Card or Account number;
- If an ATM where you are making a cash withdrawal does not have enough cash;
- If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- If access to your Card or Account has been blocked after you reported your Card or Account number lost or stolen;
- If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, or computer communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- To the extent permitted by law, any other exception stated in our Agreement with you.

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

- Where it is necessary for completing transactions;

- In order to verify the existence and condition of your Account or 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 or as otherwise required by law or Legal Process;
- If you consent by giving us your written permission;
- To our employees, auditors, affiliates, service providers (including N26), or attorneys as needed; or
- Otherwise as necessary to fulfill our obligations under this Agreement and permissible under applicable law

Information About Your Right to Dispute Errors. In case of errors or questions about your electronic transactions, including instances in which you think your statement or receipt is inaccurate or you need more information about a transaction listed in your statement or receipt, call 888-626-0626, write to N26 at P.O. Box 690, New York, NY 10012, or email N26 at support-us@n26.com as soon as reasonably practical. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically accessed your Account, if the error could be viewed in your electronic history, or the date we sent the first written history on which the error appeared. You may request a written history of your transactions at any time by contacting us at Customer Service. See the section labeled “*Customer Service*” for details. You will need to tell us:

- Your name, Account number, and token number on your Card, if you have it; and
- A description of the error or the transfer you are unsure about, including the dollar amount, approximately when the error took place, and why you believe it is an error or why you need more information.

If you provide this information orally, 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, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have 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 Account.

For errors involving new 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 Accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error. For errors involving unauthorized preauthorized ACH Debits, 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 tell you the results within three (3) Business Days after completing the investigation and making a determination whether any error occurred. 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 at the beginning of this section. If you need more information about our error-resolution procedures, contact Customer Service. See the section labeled “*Customer Service*” for details.

D. TRUTH IN SAVINGS DISCLOSURE

This is not an interest bearing account. No interest will be paid.

Minimum Balance Requirements. There is no initial deposit required to open an Account. You may deposit any amount you wish when opening the Account.

Transaction Limitations. Maximum withdrawal limitations apply. See the section labeled “Cash Access and Transaction Limitations” for full information regarding these limits.

E. FUNDS AVAILABILITY POLICY

Information contained in this section is provided to assist you in understanding our funds availability policy.

We make funds available according to the type of deposit and when the funds are applied, or credited to your Account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your Account, you may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers or payments, or transactions using your Card during the hold period. We have the right to refuse any deposit.

If final payment is not received on any ACH transfer deposited into your Account, or if any direct deposit, ACH transfer credit is returned to us for any reason, you agree to pay us the amount of the returned transfer.

Availability. The length of the delay in the availability of funds varies depending on the type of deposit.

Business Days. The length of the delay in the availability of funds is counted in Business Days from the day your deposit is applied to your Account. Deposits received by midnight Eastern Time will be considered current-day deposits. Any deposits received after that time will be processed the following Business Day.

Same Day Availability. Funds received from preauthorized electronic payments such as payroll direct deposits, or other preauthorized electronic payments will be available on the day the deposit is applied to your Account.

ACH credits received from an external bank account will be applied to the Account when we have verified the external account and received payment on collected funds. Once the funds are applied to the Account, they will have same day availability.

F. PRIVACY STATEMENT

Our Privacy Statement is available at <https://n26.com/en-us/legal-documents> and is considered part of this Agreement.



G. CUSTOMER SERVICE

For Customer Service assistance or additional information regarding your Account, please contact:

PHONE: 888-626-0626
EMAIL: support-us@n26.com
MOBILE APP: Open Mobile App, click on "Support," and then click on "Support chat"
MAIL: P.O. Box 690
New York, NY 10012

Customer Service agents are available to answer your calls: Monday through Friday, 9 a.m. to 11:59 p.m. EST; Saturday and Sunday, 9 a.m. to 9 p.m. EST; Federal Reserve Bank Holidays, 9 a.m. to 9 p.m. EST.

Telephone Monitoring/Recording. From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our Customer Service team or as permitted by applicable law.

H. FEE SCHEDULE

All fee amounts will be automatically withdrawn from your Account, except where prohibited by law. Any time your remaining balance is less than the fee amount being assessed, the balance of your Account will be applied to the fee amount resulting in a negative balance on your Account.

N26 ACCOUNTS	
Monthly Service Fee	\$0
Monthly Minimum Balance Fee	\$0
Debit Card Transfer: You use an external debit card to initiate a transfer to your N26 Account from within the Mobile App.	\$0 for the first transfer 2.9% of the transfer amount for any transfer thereafter <ul style="list-style-type: none">- Labeled as "N26 account instant top-up fee" in your N26 Account statement
Allpoint® ATM Fee (domestic and foreign Allpoint ATMs)	\$0
Domestic ATM Fee (all other domestic ATMs)	\$0 for the first two (2) ATM transactions per month \$2 for any ATM transactions thereafter <ul style="list-style-type: none">- Labeled as "N26 ATM withdrawal fee" in your N26 Account statement- Fees from the ATM owner may also apply
International ATM Fee (all other foreign ATMs)	\$2 plus <ul style="list-style-type: none">- Labeled as "N26 ATM withdrawal fee" in your N26 Account statement

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	2% of withdrawal amount after conversion to U.S. dollars <ul style="list-style-type: none"> - Labeled as “2.00% foreign ATM usage mark-up fee” in your N26 Account statement - Fees from the ATM owner may also apply
Non-ATM Cash: You use your Card to withdraw cash from a teller at a bank	\$0 <ul style="list-style-type: none"> - Fees from non-Axos Banks may also apply
Card Replacement: You request standard shipping of a replacement Card	\$5
Card Replacement - Express Request: You request express shipping of a replacement Card	\$30
Insufficient Funds: We reverse a debit when your N26 Account does not have enough money	\$0
Processing Fee: Processing of any garnishment, tax levy, or other court or administrative order against your Accounts, whether or not the funds are actually paid	\$100 per order