

## **INTERNATIONAL REMITTANCE AND PERSON TO PERSON TRANSFER SERVICE AGREEMENT**

This International Remittance and Person to Person Transfer Services Agreement (the “Agreement”) governs your use of the International Remittance Service (the “International Remittance Service”) and Person to Person Transfer Service (the “Person to Person Transfer Service”) of Mezu (NA), Inc. dba Alviere (“Alviere”) and Community Federal Savings Bank, Member FDIC (“Bank”) (both Alviere and Bank, “we”, “us” and “our”). Alviere provides services in conjunction with Bank, which offers the International Remittance Service and the Person to Person Transfer Service under this Agreement only in association with one or more Card Accounts, as defined in the applicable account disclosure agreement(s) and terms and conditions, maintained by you at Bank and for which you have signed up and been approved by Alviere for services.

This Agreement is in addition to other agreements between you and Alviere and you and Bank, including, but not limited to the applicable account disclosure agreement(s) and terms and conditions, and our rules and regulations. The definitions of many of the terms in this Agreement are set forth at the end of this Agreement.

If you are using the Card Account for International Remittances and/or Person to Person Transfers (as defined below), whether with or without the use of a Card, you acknowledge and accept that you are responsible for reviewing and accepting all the terms and conditions in this Agreement, as well as the terms and conditions to other agreements between you and Alviere and you and the Bank, including but not limited to the following disclosures in the International Remittances Services and the Person to Person Transfer Service sections below:

### **A1. Sending Money Internationally (“International Remittances”)**

i. To start a transaction, you must log on to your Mobile App, using your username and password. Every time you submit a transaction, you are placing an instruction for us to process and payout an International Remittance, which we may accept or reject at our sole discretion. You will need to provide us with the transfer amount, the name of the designated recipient, the destination country, the recipient bank or entity, and whether you want the total amount for the recipient picked up in person by the recipient or deposited into the recipient’s bank account. For International Remittances in the form of account deposits, you also need to provide us with the account number and the exact name appearing on the bank account. The country(ies) available for International Remittances is listed in the Fee Schedule.

We will require you to provide certain information about the recipient. This includes the recipient’s full legal name and address, country, and (if available) the telephone number. Depending on other circumstances, including the amount of your Transaction and the method for receiving the total amount by recipient, we may ask for additional information about the recipient, including a copy of the recipient’s government-issued personal identification document and ID number. Also, we may require additional information from you or from your recipient to process the transaction. Depending on other circumstances, including the amount of your transaction, we may ask for additional information such as a copy of your government issued ID, your social security number, your occupation, and the source of the money being sent. Also, Program Manager may lawfully obtain information about you from other sources,

including non-personally identifiable information that may be obtained while you visit the Mobile App.

Once we accept a transaction from you for processing and payment, we will send you a pre-transaction disclosure and, once confirmed by you, a receipt to confirm the transaction, including the transfer amount, the total amount being sent to the recipient, the currency exchange rate (if any), and the expected date of delivery. For transactions paid out to the recipient in person, the receipt will also include a confidential confirmation number that you need to send to the recipient for presentation at the time of payment. We will send you the receipt by email, at the email address that you provided. The receipt will also be available on the Mobile App.

After we have verified your identity, sufficient Card Account balance and completed the screening for proper compliance with applicable laws and regulations, the transaction will be promptly made available to the recipient on or after the date indicated on the receipt for either in-person pick up at a destination country payout entity (“Payout Entity”) location during normal business hours, or deposit into recipient’s bank account in the destination country.

ii. Payments and Fees.

a. To send a transaction, you must have a sufficient Card Account balance with us (or with an External Financial Account if you are sending a transaction through that account) to fully pay us the transfer amount that you wish to send to the recipient, including a transfer fee. For transfers fees, see the Fee Schedule in this Agreement. We charge a transfer fee on every transaction, which you are required to pay us in addition to the transfer amount. Both are due at the time that you initiate your transaction. The transfer fees do not include any fees that the recipient’s bank may charge, which may be deducted from your payment or the transfer amount received by the recipient (in the case of the recipient’s bank). The transfer fee is displayed prior to the time that you initiate your transaction.

Some states may assess taxes on your transactions. These taxes will appear on your receipt. The recipient may also receive less due to taxes and additional third party fees charged within the destination country and may also receive less due to taxes charged in the destination country.

b. To send money using an external U.S.-based bank account as your source of funding, you must have a sufficient account balance in that external U.S.-based bank account to cover the corresponding amounts, fees, and charges. The transfer fees do not include any fees that the recipient’s bank may charge, which may be deducted from your payment or the transfer amount received by the recipient (in the case of the recipient’s bank). The transfer fee is displayed prior to the time that you initiate your transaction. If you are sending money using an external U.S.-based bank account as your source of funding, this transaction is not processed through your Card or Card Account.

You are responsible for ensuring that the amount of the transaction is within the designated limits of your Card Account even though the transaction is not processed through your Card

or Card Account. If we execute the payment of a transaction pursuant to your order or instructions and subsequently are advised that your external U.S.-based bank account has insufficient funds available, you remain liable to us for the full amount of the transaction.

c. To send money using an external debit card as your source of funding, you must have a valid debit card issued by a U.S.-based bank or financial institution bearing the Visa® or MasterCard® logo. You may not use prepaid debit cards or gift cards to send an International Remittance. By selecting the option of payment by debit card, you authorize us to charge your debit card for the transfer amount, the transfer fee, and any other applicable charges. We will process and complete your transaction only on the condition that the issuer of your debit card has authorized the corresponding amounts, fees, and charges. The transfer fees do not include any fees that the recipient's bank may charge, which may be deducted from your payment or the transfer amount received by the recipient (in the case of the recipient's bank). The transfer fee is displayed prior to the time that you initiate your transaction. If you are sending money using an external debit card as your source of funding, this transaction is not being processed through your Card or Card Account.

You are responsible for ensuring that the amount of the transaction is within the designated limits of your Card Account even though the transaction is not processed through your Card or Card Account. If we execute the payment of a transaction pursuant to your order or instructions and subsequently are advised that your selected debit card has insufficient funds available, you remain liable to us for the full amount of the transaction.

Please note that your user agreement with the issuer of your external debit card governs your use of that card. You must refer to that agreement to determine your rights and liabilities as a cardholder, which may include cash advance or other fees.

i. Exchange Rate.

a. FX Margin. If the transaction is paid to a recipient in a currency (the "Payout Currency") other than United States Dollars, a retail exchange rate may be applied, in addition to the transfer fee appearing on the face of your pre-payment disclosure and receipt, and we will retain the difference between the currency exchange rate with which we buy the currency and the currency exchange rate which we use to convert the first currency into the second currency. The transfer amount (in United States Dollars), the currency exchange rate that will be applied to your transaction, and the total to be paid to the recipient (in the destination country currency), will be displayed for your confirmation and approval before you send the transaction. The exchange rate will be rounded to a consistent number of decimal places for each currency pursuant to applicable laws and regulations.

b. Exchange Rate Locked In. The exchange rate that is quoted when you initiate the transaction will be locked-in only for a limited time. If you pay for a transaction outside this time period, the exchange rate may change, in which case you must confirm a new exchange rate before paying for the transaction. For each transaction, the exchange rate and total to be paid to the recipient that you confirm and approve will be maintained for that specific transaction, regardless of the specific day on which the money is picked up by or made available to the recipient.

c. Currency Exchange. The Payout Entity must pay out the transaction in the payout currency identified in your instructions. If a recipient desires payment of the transaction in another currency, the recipient and the Payout Entity must enter into a separate foreign exchange transaction to convert the payout currency into the recipient's currency of choice. That foreign exchange transaction is a separate transaction between the recipient and the Payout Entity only, and we have no responsibility for or liability in connection with that foreign exchange transaction.

i. Canceling a Remittance; Refunds.

You may cancel your transaction for a full refund of the transfer amount and transfer fee within 30 minutes of authorizing the transaction if the total to recipient has not yet been paid out to the recipient or deposited into the recipient's account. You may also receive a refund in certain circumstances as provided by law.

a. For California:

**RIGHT TO REFUND:** "You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if Program Manager does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you. If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted, you have a right to a refund of your money. If you want a refund, you must mail or deliver your written request to Alviere at E&O Mailing Address: 1040 S Gaylord St. Denver, CO 80209. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000 and attorney's fees pursuant to Section 2102 of the California Financial Code."

a. For Washington State:

Program Manager shall refund all moneys received for transmittal within ten days of receipt of a written request for a refund unless any of the following occurs:

- i. The moneys have been transmitted and delivered to the recipient prior to our receipt of the written request for a refund;
- i. Instructions have been given committing an equivalent amount of money to the recipient prior to our receipt of a written request for a refund;
- ii. We have reason to believe that a crime has occurred, is occurring, or may potentially occur as a result of transmitting the money as requested by you or refunding the money as requested by you; or
- iii. We are otherwise barred by law from making a refund.

v. Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, send us an email at [CoppelAccess@alviere.com](mailto:CoppelAccess@alviere.com) or contact Customer Service at +1 (866) 931-9662 as soon as you can, if you think an error has occurred, or if you need more information about a transaction.

You must contact us within 180 days of the date we promised you that funds would be made available to the recipient.

When you do, please tell us:

- Your name, address and telephone number
- The error or problem with the transfer, and why you believe it is an error or problem
- The name of the person receiving the funds, and if you know it, his or her telephone number and address
- The dollar amount of the transfer
- The confirmation number of the transaction

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

## **A2. Person to Person Transfer Service (“Person to Person Transfer Service”)**

i. General. Once you have opened your Card Account, you can send money to, or receive money from, another Coppel Access Card Account holder (“Person to Person Transfers”). When you use this service, you authorize us to act as your agent and attorney-in-fact for the limited purpose of communicating with others regarding your instructions, and processing your transfers.

ii. Sending Funds. You can send funds to a recipient Coppel Access Card Account holder by inputting that recipient’s mobile phone number or, in the alternative the recipient’s email address, into our Person-to-Person Transfer Service so that we can send the recipient a text message or email notifying them that you are sending them funds. The recipient may also receive an email or push notification within the Coppel Access Mobile App notifying them of the incoming funds. Carrier message and data rates apply to all text messages. We will debit the funds for the transfer from your Card Account at the time you set up a transfer. The recipient does not need to take any action to complete the transfer and the funds will be instantly available to them once the transfer is initiated. We are not responsible for any loss of funds if you input the incorrect mobile phone number and the transfer is completed. You may only send up to the limits set forth in the applicable account disclosure agreement(s) and terms and conditions using the Person to Person Transfer Service. For security reasons, we may also limit the number of transfers you can make using this service. If the transfer cannot be made for any reason, we will notify you and return the funds to your Card Account.

iv. Declined and Reversed Transactions. We may decline to complete a transfer if: (a) we believe it may involve or result in a violation of law or expose us to liability or risk of loss; (b) we are unable to authenticate the recipient Coppel Access Card Account holder; (c) there are insufficient available funds for the transfer; (d) the transfer instruction is unclear, ambiguous or incomplete; (e) we identify a security risk involving the transaction; or (f) as otherwise stated in this Agreement or any other related agreement. If a transfer is rejected for any reason, we will notify you or the other Coppel Access Card Account holder and attempt to return the funds to your or the other party's Card Account, as applicable.

v. Canceling and Changing Transfer Instructions. You may not cancel or change a transfer instruction once it is initiated.

vi. Other. See the Coppel Access Prepaid Card Account Agreement and other related agreements for additional terms and conditions, including both yours and our liability for unauthorized transactions.

A. **Amendments.** We may amend the terms of this Agreement at any time, in our sole discretion, by giving notice to you. If required by this Agreement or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the International Remittance Service shall constitute your agreement to such amendments. No amendments requested by you shall be effective unless received, and agreed to in writing by us.

B. **Confirmation: Account Reconciliation.** In addition to an email confirmation at the initial time of the International Remittance, we will provide notice of receipt of an International Remittance from your Account on the periodic statement for such Account, which will be available to you on your Account's mobile application (the "Mobile App"). You are responsible for detecting and reporting to us any discrepancy between your records and the records we provide to you. Except as otherwise required by applicable law, if you do not detect and notify us of such a discrepancy within 30 days of your receipt of any terminal printout, electronically-provided or mailed report or periodic statement (each a "Report"), whichever is received first, then such transactions shall be considered correct, and you shall be precluded from asserting such error or discrepancy against us.

D. **Financial Institution's Duties.** Alviere's and Bank's duties and responsibilities are limited to those described in this Agreement, the deposit agreement applicable to your Account and any other agreements governing your Account. We will use commercially reasonable care in performing our responsibilities under this Agreement.

A. **Other Responsibilities.** You agree to monitor your account balances and charges, to promptly notify Alviere if any report conflicts with your records, and to refrain from acting on information you have reason to believe is erroneous. Except as otherwise required by applicable law, Alviere's and our sole liability to you shall be limited to the correction of any errors made. Neither Alviere nor Bank shall be responsible for suspension of performance of all or any of our obligations, responsibilities or covenants hereunder,

whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between you and Alviere or Bank or Bank and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than our employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond our control or other conditions or circumstances not wholly controlled by us, which would prohibit, retard or otherwise affect our complete or partial performance under this Agreement.

- B. **Internet and Mobile Communications Disclaimer.** Neither Alviere nor Bank control the flow of any documents, files, data or other information via the Internet or mobile communication networks, whether to or from our network, other portions of the Internet, mobile communication networks, or otherwise. Such flow depends in large part on the performance of Internet and mobile communication services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet or mobile communication networks (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, Alviere and Bank disclaim any and all liability arising out of, resulting from or related to, such events, and, except as otherwise required by applicable law, in no event shall Alviere or Bank be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet or mobile communication infrastructure or your or our ability or inability to connect to the Internet or mobile communication networks.
- C. **Indemnification and Liability; Third Party Claims.** You agree to indemnify Alviere and Bank and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from your (1) failure to report required changes; (2) transmission of incorrect data to us; (3) failure to maintain compliance with the Rules, (4) our or Alviere's action or inaction in accordance with, or in reliance upon, your instructions or information received from any person authorized to act on your behalf; (5) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement; and/or (6) your breach or violation of any Rules; provided, however, you are not obligated to indemnify us for any damages solely and proximately caused by Alviere's or Bank's gross negligence or willful misconduct.
- D. **Limit of Liability.** ALVIERE AND BANK ARE ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS AGREEMENT.

THERE IS NO GUARANTEE THAT ACCESS TO THE INTERNATIONAL REMITTANCE SERVICE WILL BE AVAILABLE AT ALL TIMES AND NEITHER ALVIERE NOR BANK SHALL BE LIABLE IF YOU ARE UNABLE TO ACCESS THE INTERNATIONAL REMITTANCE SERVICE. THE INTERNATIONAL REMITTANCE SERVICE IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, ALVIERE AND BANK AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL ANY OF ALVIERE'S OR BANK'S THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE APP, THE SOFTWARE, THE EQUIPMENT OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER ALVIERE OR BANK HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, ALVIERE'S AND BANK'S AND OUR THIRD PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

- E. **Additional Information.** Alviere or Bank may at any time request information from you to authenticate your identity, confirm your address, confirm financial information, for any other purpose related to the International Remittance Service, or to determine whether to suspend or terminate the International Remittance Service. You agree to provide the requested information immediately upon request by us, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you or anyone on your behalf in connection with this Agreement or the International Remittance Service. You also authorize us to request reports from credit bureaus and reporting agencies to the extent permitted by applicable law. You agree we may suspend or terminate your International Remittance Service at any time in our sole discretion.
- F. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to its conflict of laws, and applicable federal law.
- G. **Electronic Communications.** All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of tampering or altered data. You may request a paper copy of any of our then current agreement(s) with you

related to the International Remittance Service that are applicable to you, and we may send them to you via standard mail or provide them to you electronically. Our contact information is provided in this Agreement.

**L. Notice.** Any notice required by this Agreement shall be given by first class U.S. Mail, postage prepaid, by receipted hand delivery, electronically or by any other means agreed upon by both parties at the address set forth below and, if to you, at the most recent address or phone number shown for you in our records. If any notice instructions are given, the provisions of such shall govern the method and location for giving notice. Any notice mailed shall be presumed received on the third Business Day after mailing thereof.

Alviere: 1040 S Gaylord St. Denver, CO 80209

Or by phone to: +1 (866) 931-9662

Or by email to: [CoppelAccess@alviere.com](mailto:CoppelAccess@alviere.com)

Please note that any message sent using this feature is transmitted via normal e-mail and is not encrypted. So, please do not include any confidential information, such as account numbers or details, tax ID numbers, or any other information you want kept confidential. We will not respond to account information related questions sent via Internet e-mail.

You agree that we may take a reasonable time to act on any notice provided to us, in accordance with applicable law.

**A. Arbitration. THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION.**

i. Except for disputes that qualify for small claims court, all disputes arising out of or related to this Agreement or any aspect of the relationship between you and Bank (or Program Manager), whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury and you agree that Bank and you are each waiving the right to trial by a jury. You agree that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted, and you are agreeing to give up the ability to participate in a class action. The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, as amended by this Agreement.

i. The Consumer Arbitration Rules are available online at: <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

ii. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by Bank that

an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against Bank for you.

iii. If any portion of this Arbitration Provision is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Arbitration Provision, this Agreement, or any other agreement entered into by you with us. However, notwithstanding any language in this Arbitration Provision or this Agreement to the contrary, the Class Action Waiver is not severable from the remainder of this Arbitration Provision and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Arbitration Provision.

i. IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION PROVISION, DO NOT USE THE CARD ACCOUNT. CALL +1 (866) 931-9662 TO CLOSE THE CARD ACCOUNT.

#### **A. Definitions**

These terms have the following meanings when used in this Agreement:

“Business Day” shall mean every day excluding Saturdays, Sundays and federal holidays.

“Card Account” or “Account” refers to the records we maintain to account for the transactions which may or may not be made with the Card (i.e., such as International Remittances).

"We", "our", and "us" refer to the Bank, our successors, affiliates, or assignees.

“You” and “your” means: (i) a person who has opened a deposit account with Bank and has signed up for and been approved for the Alviere service, (ii) who will use the International Remittance Service for personal use, and (iii) the person to which we issued the Card Account.