

## **Spruce Online and Mobile Services Agreement**

Emerald Financial Services, LLC, together with certain of its affiliates, strives to provide you with the highest quality online and mobile services, including access to your Spruce Accounts established at MetaBank®, N.A., Member FDIC. This Online and Mobile Services Agreement governs those services. The Arbitration Agreement in Section 23 of your Spruce Spending Account Agreement applies to disputes that arise out of or relate to this Online and Mobile Services Agreement and your use of the Services, as described below.

**1. Definitions.** Capitalized terms have the meanings defined in the Spruce Spending Account Agreement, unless otherwise indicated in this Online and Mobile Services Agreement. In addition, for purposes of this Online and Mobile Services Agreement, these terms have the following meanings:

- 1.1 "Goal"** means certain subaccounts of your Spruce Savings Account.
- 1.2 "Online and Mobile Services Agreement"** means this Spruce Online and Mobile Services Agreement that governs your use of the Services.
- 1.3 "Services"** means the services that we make available to you within your Spruce Electronic Account (or, individually, a **"Service,"** as indicated by the context).
- 1.4 "We," "Us," and "Our"** means Emerald Financial Services and/or MetaBank, as applicable to the Service.

## **2. The Services.**

- 2.1 This Online and Mobile Services Agreement.** By using the Services, you are agreeing to all terms and conditions in this Online and Mobile Services Agreement. You represent that you are at least 18 years old (or 19 if you live in Nebraska or Alabama, or 21 if you live in Puerto Rico) and are otherwise able to lawfully enter into this Agreement.
- 2.2 Your Ability to Use the Services.** You are responsible for all transactions you authorize using the Services. We reserve the right to refuse to make any transaction. You understand that all Services may not be available to you at all times, and that certain restrictions may apply to your use of the Services. We are not responsible for any errors or delays in your ability to use the Services. Not all Services are available through both [www.SpruceMoney.com](http://www.SpruceMoney.com) and in the Spruce mobile app.
- 2.3 Your Other Agreements.** This Online and Mobile Services Agreement supplements the terms and conditions of your Spruce Accounts to which you have previously agreed or agree to in the future including your Spending Account Agreement, your Savings Account Agreement, your Spruce User Agreement, and any other agreements applicable to you and your Spruce Accounts or use of the Services. Your Spruce Accounts will continue to be subject to all agreements that pertain to them. If this Agreement conflicts with your Spending Account Agreement or your Savings Account Agreement, the relevant Spending Account Agreement or Savings Account Agreement will control. Additionally, your use of the Services will be subject to the following:
  - any separate terms and conditions governing a particular Service;
  - the instructions appearing on a screen when using a Service;
  - the Privacy Notices posted on [www.SpruceMoney.com](http://www.SpruceMoney.com);
  - the rules and regulations of any funds transfer system used in connection with the Services; and
  - any applicable laws and regulations.
- 2.4 Roles of the Parties.** MetaBank is a bank that provides you with your Spruce Spending Account and your Spruce Savings Account. Emerald Financial Services, which is part of a family of companies doing business as H&R Block, serves as a program manager for MetaBank. Emerald Financial Services and certain of its Affiliates (as applicable, including HRB Digital LLC) have built a financial technology platform that provides you with certain functionality, including access to your bank accounts at MetaBank via your Spruce Electronic Account. Emerald Financial Services and its Affiliates may provide you with other, non-banking services as part of that financial technology platform, in their discretion and as disclosed to you.

Emerald Financial Services, HRB Digital, and their Affiliates doing business under the brand name of H&R Block are not banks.

- 2.5 Fees for the Services.** We do not charge a monthly or other fee for accessing the Services. Fees that have been disclosed to you in your Spending Account Agreement continue to apply. Your use of the Services may result in fees being charged by third parties, such as data fees charged by your wireless carrier.
- 2.6 Modification of the Services.** We may modify the Services from time to time in our sole discretion. In the event of modifications, you are responsible for making sure you understand how to use the Services as modified. By continuing your use of the Services, you agree to any changes. You may reject those changes by discontinuing your use of the Services. You may agree to or reject the changes by continuing or discontinuing, respectively, your use of the Services. We may also offer additional Services and features from time to time, which will be governed by the terms and conditions provided to you at the time when you use the new Service or feature.
- 2.7 Services Availability.** We use commercially reasonable efforts to make the Services available for your use with minimal interruptions. However, the Services may be temporarily unavailable for system maintenance. In addition, access to the Services may be interrupted because of conditions beyond our control, including outages in Internet or telecommunications availability. We will use commercially reasonable efforts to reestablish the Services in those instances, but we do not guarantee the Services will always be available for your use. We do not guarantee functionality of the Services on any mobile device or through all web browsers, on all communications networks, in all geographic regions, or at all times. In no event will we be liable to you for unavailability of the Services or your inability to access the Services or particular functions within a Service.
- 2.8 Third-Party Intellectual Property.** We may refer third-party names, trademarks, and logos if associated with your transactions or otherwise associated with your use of your Spruce Accounts, such as to identify merchants where you used your Spruce Card or to identify your third-party bank that you want to link for purposes of funding your Spruce Spending Account. This use does not imply any affiliation between us and these companies. All intellectual property of another company remains the property of its owner.

**3. Available Services.** The following Services are available in your Spruce Electronic Account. Please see your Spending Account Agreement and Savings Account Agreement for additional information about certain Services, such as limitations on the frequency and amount of transfers.

- 3.1 Account Information.** You may use the Services to obtain certain information about your Spruce Accounts, such as your Spending Account balance, the balance of each subaccount in your Savings Account, certain transaction history in your Spruce Accounts, and your recent statements for your Spruce Spending Account and Spruce Savings Account.
- 3.2 Goals.** Your Spruce Savings Account comes with an “Extra Saving” subaccount, which cannot be renamed. You may create up to 2 additional Goals in your Savings Account through your Spruce Electronic Account. You may also manage your Goals through your Spruce Electronic Account, including renaming and closing your 2 additional Goals.
- 3.3 Transfers.** The following categories of transfers may be made via the Services. You must have sufficient funds available in the selected Spruce Account at the time the transfer is initiated. We do not generally allow transfers that we know will exceed the balance in your account, however, you will be responsible for any transfers that do exceed your available balance, as more fully described in your Spending Account Agreement and your Savings Account Agreement. There may be circumstances when transactions are delayed due to system limitations, network timing, or other factors.
  - (A) Transfers between your Spending and Savings Account.** You may use the Services to transfer funds between your Spending Account and a subaccount in your Savings Account.
  - (B) Moving Money between your Subaccounts.** You may use the Services to transfer funds between the subaccounts in your Savings Account, including between Goals and Extra Saving.

**(C) Transfers to your Spending Account from your Third-Party Bank Account.** You may also be able to transfer funds from your account at another financial institution to your Spending Account via ACH transfer. We use Plaid to facilitate the linking of your external bank account to your Spruce Electronic Account, including verification of certain information, such as confirmation of your access to your account at the other financial institution. You may not link an external account to your Spruce Electronic Account unless you are an accountholder on the external account. By proceeding with linking your account, you understand and agree to allow us and Plaid to access information related to your external account. You understand and agree that Plaid's services are governed by Plaid's End User Privacy Policy. We do not charge any fee for these transfers, but you should check with your other bank for any of its applicable fees. Availability of such funds is subject to your Spending Account Agreement. Funds may not be available in your Spending Account until we receive the funds, which may be up to 5 Business Days after the scheduled transfer is initiated.

**3.4 Error Resolution, Liability, and Funds Availability.** Please see your Spending Account Agreement and your Savings Account Agreement for details on error resolution, liability for unauthorized transfers and funds availability applicable to your Spruce Electronic Account.

**3.5 Credit Score.** The Credit Score Service is a Service that allows you to view your credit score within your Spruce Electronic Account, along with credit educational tools and resources to help you better understand your credit profile.

**(A) Nature of Service.** When you sign up for the Credit Score Service, we will provide you with a single instance of your credit score, based on data provided by Experian Consumer Services ("Experian"), a consumer reporting agency. You will not be provided with your full credit report. We and Experian are not responsible for the accuracy or contents of your credit file, including your credit score. Enrolling in the Credit Score Service will not impact your credit score. This is a service available as part of your Spruce Electronic Account and is a separate Service provided by Emerald Financial Services in connection with Experian; it is not a banking product or service provided by MetaBank. Similarly, your credit is not pulled in connection with your application for your Spruce Spending Account and Spruce Savings Account, and provision of your credit score within your Spruce Electronic Account will have no impact on your Spending Account or your Savings Account. Your credit score made available to you within your Spruce Electronic Account will be updated approximately once every thirty (30) days.

**(B) Nature of Score.** The score being provided is based on data provided by Experian. Your lenders, insurers, or other entities accessing your credit report may not use this score when accessing your credit. There is no guarantee of the predictiveness of any particular credit score and how other entities, including lenders, may calculate or use credit scores.

**(i) FICO® Credit Score Disclosure.** FICO® Scores are developed by Fair Isaac Corporation. The FICO® Score provided to you is based on FICO® Score 8, unless otherwise noted. Many, but not all, lenders use FICO® Score 8.

In addition to the FICO® Score 8, there are other base or industry-specific FICO® Scores (such as FICO® Auto Scores and FICO® Bankcard Scores). The other FICO® Scores made available are calculated from versions of the base and industry-specific FICO® Score models. There are many different credit scoring models that can give a different assessment of your credit rating and relative risk (risk of default) for the same credit report. Your lender or insurer may use a different FICO® Score than FICO® Score 8 or such other base or industry-specific FICO® Score, or another type of credit score altogether. Just remember that your credit rating is often the same even if the number is not.

For some consumers, however, the credit rating of FICO® Score 8 (or other FICO® Score) could vary from the score used by your lender. The statement that "90% of top lenders use FICO® Scores" is based on a third-party study of all versions of FICO® Scores sold to

lenders, including but not limited to scores based on FICO® Score 8. Base FICO® Scores (including the FICO® Score 8) range from 300 to 850. Industry-specific FICO® Scores range from 250 to 900. Higher scores represent a greater likelihood that you'll pay back your debts so you are viewed as being a lower credit risk to lenders. A lower FICO® Score indicates to lenders that you may be a higher credit risk.

There are three different major credit reporting agencies — the Experian® credit bureau, TransUnion® and Equifax® — that maintain a record of your credit history known as your credit report. Your FICO® Score is based on the information in your credit report at the time it is requested. Your credit report information can vary from agency to agency because some lenders report your credit history to only one or two of the agencies. So your FICO® Score can vary if the information they have on file for you is different. Since the information in your report can change over time, your FICO® Score may also change.

- (C) **Limited Use.** The Credit Score Service is provided solely for your informational and educational purposes. Similarly, any accompanying credit education information, tools, or alerts are provided solely for your informational and educational purposes. You agree to only use the Credit Score Service for your own personal use.
- (D) **Permissible Purpose and Data Sharing.** When you enroll in the Credit Score Service, you are authorizing us to obtain information from your personal credit file with Experian. You understand and acknowledge that you are providing “written instructions” to Emerald Financial Services and Experian in accordance with the Fair Credit Reporting Act to access your credit file and to provide you with the Credit Score Service. This authorization covers the accessing of information on a periodic and ongoing basis, until you unenroll in the Credit Score Service. You authorize Emerald Financial Services to provide your personal information, including your name, date of birth, social security number, phone number, and other personally identifiable information to Experian to verify your identity and access your credit report, and for Experian to provide your credit score back to Emerald Financial Services, all for the purpose of providing you with the Credit Score Service.
- (E) **Not A Credit Repair or Services Organization.** We provide you with access to your credit score and other information related to your credit at your request. We are not a credit repair organization or a credit services organization as defined under federal or state law, including the federal Credit Repair Organizations Act.
- (F) **Additional Information.**
  - (i) **Questions.** If you have questions about your credit score, you may reach Experian at 833-339-1512.
  - (ii) **Free Credit Report.** You are entitled under the Fair Credit Reporting Act, or FCRA, to receive a free credit report annually from each of the three major credit reporting agencies. For more information, refer to [www.annualcreditreport.com](http://www.annualcreditreport.com) or call 877-322-8228. The FCRA permits you to dispute inaccurate information in your credit report. To do that, contact the relevant credit bureau.
- (G) **Termination of the Credit Score Service.** We may stop providing the Credit Score Service at any time in our sole discretion, including if we determine your Spruce Electronic Account is dormant, for security or fraud prevention purposes, or any other reason. If you no longer wish to view your credit score, you may turn off the Credit Score Service in your Spruce Electronic Account.

**3.6 Financial Education Resources.** We may provide you with certain information, such as informational or educational content or financial tools, as a resource for you to aid in your financial education. This information is provided solely for informational, educational, and entertainment purposes only, and you agree to use it as such. We are not providing you with legal, investment, tax, or financial planning advice.

**4. Sharing of Information.** You authorize Emerald Financial Services and MetaBank to share information with each other to process your application for your Spruce Accounts, to facilitate the operation of your Spruce Electronic Account, to provide you with access to information on your Spruce Accounts, to service your Spruce Accounts, and otherwise to administer or promote the Spruce program. For additional information on our sharing, please see the Privacy Notices posted on [www.SpruceMoney.com](http://www.SpruceMoney.com).

**5. Arbitration.** The Arbitration Agreement in Section 23 of your Spending Account Agreement applies to disputes that arise out of or relate to this Online and Mobile Services Agreement or your use of the Services, unless you opt out of the Arbitration Agreement as provided in Section 23 of your Spending Account Agreement.

**6. General Provisions Relating to this Spruce Agreement**

**6.1 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ONLINE AND MOBILE SERVICES AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OUR SERVICES OR ANY FINANCIAL SERVICE OR RELATING TO OR ARISING OUT OF THIS ONLINE AND MOBILE SERVICES AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**6.2 Applicable Law.** Except as provided in the Arbitration Agreement, this Online and Mobile Services Agreement will be governed by and interpreted and enforced in accordance with federal law; to the extent state law applies and is not preempted by federal law, this Online and Mobile Services Agreement will be governed by the laws of the State of South Dakota (without reference to conflict of laws provisions).

**6.3 English Language Controls.** Any translation of this Online and Mobile Services Agreement is provided for your convenience only and may not accurately represent the original English. The meanings of terms, conditions and representations in this Online and Mobile Services Agreement are subject to definitions and interpretations in the English language.

**6.4 Amendment and Cancellation.** We may change the terms of this Online and Mobile Services Agreement at any time, except as otherwise provided in the Arbitration Agreement. We will notify you of any changes if required by, and in the manner provided by, applicable law. When we change this Online and Mobile Services Agreement, the then-current version will govern your use of the Services. If you continue to use the Services, you are deemed to have accepted and agreed to any changes, as of the effective date of any such change.

**6.5 Other Terms.** We may transfer or assign all or a portion of any of our rights and obligations to a third party without your notice or consent, unless required by law. Your rights and obligations may not be assigned. We do not waive our rights by delaying or failing to exercise them at any time. Except as provided in the Arbitration Agreement, if any provision of this Online and Mobile Services Agreement is determined to be invalid or unenforceable, the validity or enforceability of any other provision of this Online and Mobile Services Agreement shall not be affected. This Online and Mobile Services Agreement will survive after your Spruce Accounts and Spruce Electronic Account are closed.