

Last Updated: 7/31/2025

BANK IN A BOX TERMS OF SERVICE

Welcome to BANK IN A BOX!

These Terms of Service (“Terms”) only apply to BANK IN A BOX users in the United States of America. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Deposit Agreement.

Cash Depot, Ltd. (“Cash Depot”, “we”, “us” or “our”) provides a digital platform where small businesses can conveniently access business banking services such as cash deposits (US legal tender in the form of paper currency only) at BIAB Kiosk Locations, have faster access to their accounts cash receipts through the use of recycling ATM features built into the BIAB Kiosk or receive note denominations required to run their business.

Please carefully read these Terms before using the BIAB Kiosk, Cash Depot website, or any other services offered by us. These Terms govern your access to and the use of BANK IN A BOX, including the messages, information, data, text, software, images and other content that make up BANK IN A BOX (the “Content,” which Content is part of BANK IN A BOX). **These Terms exempt us and others from liability and/or limit our and their liability and contain other important provisions that apply to your use of BANK IN A BOX.**

Your use of BANK IN A BOX is conditioned on your acceptance of these Terms. By visiting or using BANK IN A BOX, you agree on your own behalf and on behalf of any organization on whose behalf you may act (collectively referred to herein as “you”), to accept and abide by these Terms for each use of and each visit to a BIAB Kiosk. If you agree to these Terms on behalf of any organization, you confirm that you have authority to do so.

We reserve the right, in our sole discretion, to add to, remove, modify or otherwise change any part of these Terms, in whole or in part, at any time. If we update these Terms, the “Last Updated” notice at the top of this document shall be amended to reflect the last date of such changes. Changes will be effective as of the date the changes to these Terms are made available on BANK IN A BOX. It is your responsibility to check these Terms each time you access BANK IN A BOX to determine whether any changes have been made, including by checking the “Last Updated” date at the top of these Terms. If any change to these Terms is not acceptable to you, you must discontinue your use of BANK IN A BOX immediately. Your continued use of BANK IN A BOX after any such changes are posted will constitute acceptance of those changes. These Terms apply exclusively to your use and access of BANK IN A BOX and do not alter the terms or conditions of any other agreement you may have with us.

THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. PLEASE SEE THE ‘DISPUTES’ SECTION OF THESE TERMS BELOW REGARDING RESTRICTIONS ON YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING OUR SERVICES OR OUR PRIVACY POLICY. THE ARBITRATION CLAUSE AND CLASS

ACTION WAIVER GOVERN HOW CLAIMS AGAINST US CAN BE BROUGHT BY YOU AS A USER OF OUR SERVICES. BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE AND AGREE TO SUBMIT ALL CLAIMS YOU MAY HAVE AGAINST US THROUGH FINAL AND BINDING ARBITRATION, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS.

1. Additional Terms.

Cash Depot partners with one or more third-party providers to complete your transactions and to provide you with services and/or applications (“Service Providers”). Use of certain features of BANK IN A BOX may require you to agree to additional third-party terms, which are available on the BANK IN A BOX website. By using those features, you acknowledge that you have agreed to any additional third-party terms.

2. Your BANK IN A BOX Account.

a. To use BANK IN A BOX, you must register for an account with us (a “BANK IN A BOX Account”). During registration, we will ask you for certain information and your consent, which are required for registration. This information may include (and may be subject to change from time to time): (i) information about the account or accounts at banks and other financial institutions to which you would like to credit (each, a “Bank Account”); (ii) information about your business, including ownership, address, incorporation date, formation documents, tax ID number, and business sector, and (iii) consent to run a credit check against you. You must provide accurate and complete registration information to submit your registration, and you must keep that information current. To open a BANK IN A BOX Account, you must be at least the age of majority where you reside.

b. Submission of registration information does not guarantee that you will be granted permission to use BANK IN A BOX. Your use of BANK IN A BOX is subject to our customer identification policies, as well as certain applicable laws, such as United States federal and state anti-money laundering, anti-terrorist funding laws, and other financial industry laws, which may require certain identification verification processes to be completed before access to BANK IN A BOX is granted to you. If such identification verification processes are not completed, or if we or any of our Service Providers do not approve of your use of BANK IN A BOX, you cannot use BANK IN A BOX.

c. When you associate a Bank Account with your BANK IN A BOX Account, we may verify the accuracy of your Bank Account information by using a third-party account verification service. If required by such third-party account verification service, you must agree to any additional terms related to this verification service to associate such Bank Account.

d. You may only use BANK IN A BOX to engage in each applicable BANK IN A BOX service and to request credit to your Bank Account or to Bank Accounts for which you are identified within BANK IN A BOX as having permission to receive deposits and/or make any debit transaction permitted under these Terms. You may only use BANK IN A BOX for your own internal business

purposes. You may not use BANK IN A BOX to credit any bank account for which you are not the account holder or for which you do not have permission. You may authorize multiple user(s) once the initial account verification process is completed.

e. By accepting these Terms, you represent and warrant that your business: (i) is domiciled in, has its principal place of business in, and is organized under the laws of, a state of the United States or the District of Columbia; (ii) has not dissolved or ceased to do business and has not commenced a proceeding under debtor relief laws, and no proceeding under any debtor relief law has been commenced against you or your business; and (iii) is not affiliated with us. Additionally, you represent and warrant that: (1) your use of BANK IN A BOX will be solely for business or commercial purposes; (2) your Bank Account provided to us and your use of any BANK IN A BOX service are solely for business and commercial purposes; and (3) the Bank Account and all associated services will not be used for personal, family, or household purposes.

f. You authorize Cash Depot to initiate an (i) ACH credit in the amount requested through your use of BANK IN A BOX services, less any Fees owed to Cash Depot, to your Bank Account in accordance with the terms of your Deposit Agreement; and (ii) ACH debit or credit of your Bank Account for any difference between the amounts requested by using any BANK IN A BOX service and the actual amount of processed and verified funds (including counterfeited funds), plus or minus any applicable fees, as the case may be.

g. For the avoidance of doubt, you authorize us to debit your Bank Account as outlined in these Terms, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until you notify us in writing to cancel it in such time as to afford us a reasonable opportunity to act on your notice. Further, in the event an ACH debit of your Bank Account is rejected for any amount for which a BANK IN A BOX service has been requested, you authorize us to charge the full amount for the requested service, plus any applicable fees and charges, from your Bank Account.

3. Changes to BANK IN A BOX.

We may, at any time, without notice or liability, and for any reason whatsoever, terminate, change, suspend or discontinue BANK IN A BOX or any aspect of BANK IN A BOX, including (a) changing the availability of, restricting access to, or imposing limits on any or all features or services on, or links to, BANK IN A BOX, (b) removing, adding, modifying or otherwise changing any fees for the use of BANK IN A BOX or any features of BANK IN A BOX, and (c) removing, adding, modifying or otherwise changing any Content.

We may, at any time, without notice or liability, and for any reason whatsoever, change any of the Fees that we charge for your use of BANK IN A BOX.

4. Restrictions on Your Use of BANK IN A BOX.

You agree that you will not:

- a. share your username or password with any other person or otherwise allow any other person to use your BANK IN A BOX Account;
- b. use BANK IN A BOX to request credit on behalf of any other person or entity, provide property or money transfer services to any other person or entity, or act as a “money services business” or “money transmitter” under United States federal or state laws;
- c. resell any BANK IN A BOX service or Content or include any BANK IN A BOX service or Content in or with any product that you create or distribute;
- d. copy or store any BANK IN A BOX service or Content onto your own or any other web site or into a database or mobile application, except that your computer or mobile device may temporarily store or cache copies of materials being accessed and viewed;
- e. reverse engineer, decompile, create derivative works from, modify, or disassemble BANK IN A BOX for any reason whatsoever, including for the purpose of creating competitive products or services;
- f. use BANK IN A BOX in any manner that could damage, disable, overburden, impair, interfere with the security of, negatively affect the functioning of, or otherwise abuse, BANK IN A BOX or any other services, system resources, accounts, servers, networks, affiliated or linked sites connected to or accessible through BANK IN A BOX;
- g. upload, post or otherwise transmit on BANK IN A BOX any computer viruses, Trojan horses, worms or other files or computer programs which are potentially harmful, disruptive or destructive or that may impose an unreasonable or disproportionately large load on Cash Depot’s infrastructure of BANK IN A BOX;
- h. use BANK IN A BOX for commercial purposes or activities (other than as set out under these Terms) including soliciting for advertisers or sponsors, soliciting for donations, or sending unauthorized or unsolicited junk mail, spam, chain letters, pyramid schemes or any other form of solicitation;
- i. use BANK IN A BOX contrary to or in violation of any applicable laws or third-party rights, terms and conditions;
- j. use any robot, spider or other automatic program or device, or manual process to monitor, copy, summarize, complete registrations forms or otherwise extract any information from BANK IN A BOX or the Content;
- k. impersonate anyone or provide false identity information to gain access to or use BANK IN A BOX;
- l. use BANK IN A BOX in any manner that may dilute or depreciate our name or reputation; or
- m. interfere with any other person’s use and enjoyment of BANK IN A BOX.

5. Additional Obligations.

You agree that you will:

- a. comply with any additional instructions and policies that we or our Service Providers may provide from time to time;
 - b. keep all your BANK IN A BOX Account information current, including address, Bank Account information, telephone number, and email address;
 - c. provide additional or supplemental information as may be requested by us or our Service Providers from time to time for us and our Service Providers to comply with ongoing requirements under the Bank Secrecy Act (31 U.S.C. §§ 5311–5333) and related anti-money laundering laws or regulations;
 - d. reimburse or otherwise pay us for any cash you place in the equipment that is later determined to be counterfeit or that is deposited to your Bank Account in error;
 - e. comply with all applicable laws relating to your use of BANK IN A BOX;
 - f. be responsible and liable for all activity under your BANK IN A BOX Account, including for all activity by persons to whom you have given access to your BANK IN A BOX Account or your BIAB Portal login credentials, and including any fraud or any deposit of any counterfeit currency, in each case to the extent permitted by law; and
 - g. notify us immediately of any unauthorized use of your BANK IN A BOX Account or any other known or suspected breach of security.
- If you become aware of an unauthorized access to or use of your BANK IN A BOX Account, you must change your password and notify us immediately.

6. Your Personal Information; Information Sharing.

Our Privacy Statement explains how we collect, use, protect and disclose the personal information you provide to us or that we otherwise collect through your use of BANK IN A BOX. Please read our Privacy Statement. The collection, use, disclosure and other processing of your personal information by third parties, including by our Service Providers, is subject to their own privacy policies and practices.

You hereby consent to us sending you account-based information and alerts regarding BANK IN A BOX and your BANK IN A BOX Account.

You consent to and authorize us to provide your information (including banking and personal information) to third party Service Providers. You cannot limit this sharing of information. Third party Service Providers are prohibited from using your information for any purpose other than providing you the services you requested from us.

7. Investigations.

If we are concerned that you might be in breach of your obligations under these Terms or under applicable laws, then we may, without notice to you, (a) investigate your use of BANK IN A BOX, (b) provide information about any possible breach of applicable laws to our service partners (including Service Providers), regulatory authorities and/or law enforcement authorities (including your identity and other personal information), and (c) cooperate with our service partners, regulatory authorities and/or any law enforcement authorities in the prosecution of any violation of applicable laws.

8. BANK IN A BOX Records.

We will provide certain information to you via the BANK IN A BOX portal, which is available at <https://bankinabox.cdlatm.com/> (the “BIAB Portal”), including but not limited to: (a) a record relevant to the applicable BANK IN A BOX service; (b) a record of when we have initiated issuance of an ACH credit or debit to your Bank Account, and (c) a notice if there is a problem with any credit or debit to be made to your Bank Account. You can access these notifications and records of your current and past transactions placed through BANK IN A BOX and any credit or debit transactions made to your Bank Account through your account on the BIAB Portal. It is your responsibility to review these notifications and records promptly, and to notify us immediately if you discover any errors or omissions. If we do not receive written notice from you of an error or omission within 30 days of the date of the error or omission, then you agree to accept the notifications and records in the BIAB Portal—and you release us from any and all claims with respect to such error or omission.

9. Limited License.

Subject to these Terms, we grant you a non-exclusive, non-transferable, non-sub-licensable, revocable, limited license to use BANK IN A BOX and any related equipment, solely for your own internal business use, for the purpose of requesting and receiving credit via ACH and using BANK IN A BOX at BIAB Kiosk Locations.

10. Proprietary Rights.

We and any of our Service Providers reserve all rights not expressly granted in these Terms. We and our licensors and service providers (including our Service Providers) own all right, title, interest in BANK IN A BOX and all tangible and intangible property used to provide BANK IN A BOX, including all worldwide intellectual property rights and the property at each Service Location. We are protected by the copyright laws of the United States. Any unauthorized copying, redistribution, reproduction or modification of BANK IN A BOX (including any element of the Content) by any person may be a violation of trademark and/or copyright laws and could subject such person to legal action. You agree to comply with all copyright laws worldwide in your use of BANK IN A BOX and to prevent any unauthorized copying, redistribution, reproduction or modification of BANK IN A BOX or any of the Content.

If you believe that material in which you hold copyright is visible on BANK IN A BOX without your consent and the use of which is not permitted by law, please contact us immediately in accordance with Section titled “Notices and Communications”. Please provide details of where the material

is visible along with a description of the material, as well as your name and contact information and such other information as we deem reasonably necessary to allow us to determine whether the content in question infringes your rights.

11. User Submissions.

We do not wish to obtain unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved products, goods, services or technologies, product enhancements, processes, materials, marketing plans, or new product names. Accordingly, please do not send any unsolicited ideas, suggestions or other materials (“Submissions”) to us. Any communications sent by you to us via BANK IN A BOX or otherwise, including Submissions, whether solicited by us or otherwise, are on a non-confidential basis (other than personal information which is covered under our Privacy Statement). We are free to use and disclose the content of any such communication, including any ideas, inventions, concepts, techniques or know-how disclosed in any such communication, for any purpose including developing, manufacturing and/or marketing goods and services. You agree to not assert any ownership right of any kind in any such communication (including copyright, trademark, patent, trade secret, unfair competition, moral rights, or implied contract), and you hereby waive such moral rights in favor of us and our affiliates, licensees, successors and assignees. You also acknowledge that you have no right to receive any financial or other consideration in connection with any such Submission or communication.

12. Exclusions of Liability.

Notwithstanding anything in these Terms to the contrary, BANK IN A BOX and its Service Providers shall not be liable to you or any third party for any non-performance or delay in performance, Losses, or any damages or other liability that is directly or indirectly caused by or arising from:

a. unavailability of the BIAB Portal, or any communications or network outages including any internet or third-party communication network outages;

b. circumstances or events outside the reasonable control of us or our Service Providers, including (i) strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire, flood, tornado, hurricane, or earthquakes, (ii) war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any government or sovereign power, authority or forces; (iii) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority; (iv) pandemics or epidemics; or (v) any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear;

c. any chemical, biological, bio-chemical or electromagnetic weapon; (ii) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (iii) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (v) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (vi) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause (vi) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

d. fire, explosion, water damage and all other hazards and risks ordinarily insured against by owners or users of such properties in similar businesses;

e. any negligent or criminal acts or fraud by you or your agents;

f. any failure by you to comply with these Terms, including the Deposit Instructions and applicable law; or

g. counterfeit currency.

13. Limited Warranty.

We warrant that for each BANK IN A BOX transaction you make using BANK IN A BOX and for which you have received a receipt, Cash Depot will attempt to complete the transaction in accordance with your directions as provided through the BIAB Portal and these Terms. If any payment instruction made on your behalf results in an incomplete deposit into your Bank Account in accordance with those directions, then we will use commercially reasonable efforts to resolve the issue as described in the Deposit Agreement (less applicable Fees, unless the problem is our fault). THIS COMMITMENT HEREIN AND AS SET FORTH IN THE DEPOSIT AGREEMENT IS OUR SOLE OBLIGATION AND YOUR SOLE REMEDY FOR ANY FAILURE TO SUBMIT PAYMENT INSTRUCTIONS ON YOUR BEHALF IN ORDER TO (A) COMPLETE A CREDIT TO YOUR BANK ACCOUNT FOR THE AMOUNT OF PROPERTY PLACED WITH BANK IN A BOX OR (B) COMPLETE A DEBIT TO YOUR BANK ACCOUNT FOR THE AMOUNT OF NOTES RECEIVED THROUGH THE BANK IN A BOX SERVICES. WE AND OUR SERVICE PROVIDERS HAVE NO LIABILITY TO YOU IF A CREDIT IS DELAYED, OR IF UNABLE TO MAKE THE PAYMENT INSTRUCTION ON YOUR BEHALF TO MAKE THE CREDIT OR DEBIT TO YOUR BANK ACCOUNT, OR IF MADE TO THE WRONG BANK ACCOUNT BECAUSE YOU ENTERED INCORRECT BANK ACCOUNT INFORMATION. YOU AGREE THAT BANK IN A BOX IS OTHERWISE PROVIDED ON AN "AS IS" BASIS, AND THAT ANY USE OF OR RELIANCE ON BANK IN A BOX IS AT YOUR SOLE RISK.

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, WE AND OUR AFFILIATES, THE BANK IN A BOX SERVICE LOCATIONS, AND SERVICE PROVIDERS

EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, STATUTORY OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. FOR GREATER CERTAINTY, WE DO NOT WARRANT THAT BANK IN A BOX WILL (A) MEET YOUR REQUIREMENTS, (B) BE COMPATIBLE WITH YOUR MOBILE DEVICE OR COMPUTER OR ANY RELATED EQUIPMENT, (C) BE RELIABLE, ACCURATE, CURRENT OR COMPLETE, (D) CONTINUE TO OPERATE, (E) OPERATE WITHOUT INTERRUPTIONS OR DELAYS, OR (F) BE ERROR-FREE.

14. Limitation of Liability.

IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES, SERVICE PROVIDERS, BIAB KIOSK PARTNERS OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES (COLLECTIVELY "CASH DEPOT REPRESENTATIVES") HAVE ANY RESPONSIBILITY OR LIABILITY FOR (A) ANY DIRECT DAMAGES EXCEPT AS EXPRESSLY PROVIDED IN THE SECTION TITLED "LIMITED WARRANTY", OR (B) ANY OTHER LOSSES OR DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT (INCLUDING FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, INCLUDING INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES, AND INCLUDING DAMAGES FOR HARM TO BUSINESS, LOSS OF INFORMATION OR DATA, LOSS OF PROFIT, LOSS OF SAVINGS OR REVENUE, LOSS OF GOODWILL OR OTHER ECONOMIC LOSS, RELATING DIRECTLY OR INDIRECTLY TO YOUR USE OR ATTEMPTED USE OF BANK IN A BOX OR THE BIAB PORTAL OR ANY DEPOSIT OR ATTEMPTED DEPOSIT, AND INCLUDING ANY LOSSES OR DAMAGES WHATSOEVER RELATING DIRECTLY OR INDIRECTLY TO (I) ANY FUNDS THAT YOU LEAVE AT A BIAB KIOSK IF YOU DO NOT RECEIVE A RECEIPT VIA THE BIAB KIOSK FOR THE FUNDS LEFT AT A BIAB KIOSK, OR ANY FUNDS THAT YOU LEAVE AT A BIAB KIOSK THAT EXCEED THE AMOUNT OF THE RECEIPT RECEIVED VIA THE BIAB PORTAL, (II) A DELAY IN MAKING A PAYMENT INSTRUCTION ON YOUR BEHALF TO INITIATE A CREDIT AND/OR DEBIT TO ACCOUNT FOR ANY DEPOSIT AMOUNT USING BANK IN A BOX SERVICES, OR ANY INABILITY TO MAKE A PAYMENT INSTRUCTION ON YOUR BEHALF TO INITIATE A CREDIT AND/OR DEBIT TO ACCOUNT FOR ANY THE DEPOSIT AMOUNT PLACED WITH BANK IN A BOX TO YOUR BANK ACCOUNT, OR (III) ANY PAYMENT INSTRUCTION THAT RESULTS IN A DEPOSIT TO THE WRONG BANK ACCOUNT BECAUSE YOU ENTERED INCORRECT BANK ACCOUNT INFORMATION, IN EACH CASE EVEN IF THE BANK IN A BOX MONEY REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR EVEN IF SUCH LOSS OR DAMAGE WAS OBJECTIVELY FORESEEABLE.

IF FOR ANY REASON OR IN ANY CIRCUMSTANCE CASH DEPOT REPRESENTATIVES ARE FOUND LIABLE TO YOU, THE MAXIMUM AGGREGATE LIABILITY OF CASH

DEPOT, FOR ANY AND ALL CLAIMS RELATING DIRECTLY OR INDIRECTLY TO YOUR USE OR ATTEMPTED USE OF BANK IN A BOX OR THE BIAB PORTAL OR ANY PAYMENT INSTRUCTION OR ATTEMPTED PAYMENT INSTRUCTION CASH DEPOT, OR ITS SERVICE PROVIDER MAKES ON YOUR BEHALF TO INITIATE A CREDIT AND/OR DEBIT TO AN ACCOUNT FOR ANY PROPERTY PLACED AT A BANK IN A BOX SHALL BE LIMITED TO (A) FOR ANY CLAIM RELATING TO PROPERTY PLACED AT A BANK IN A BOX, THE LESSER OF YOUR DAILY DEPOSIT LIMIT, THE DECLARED VALUE OF THE DEPOSIT AT ISSUE AND AS CONFIRMED BY OUR SERVICE PROVIDER AS BEING PLACED IN THE EQUIPMENT, AND THE ACTUAL VALUE OF THE DEPOSIT AT ISSUE, AS VERIFIED BY THE SERVICE PROVIDER, LESS (I) APPLICABLE FEES (UNLESS THE PROBLEM WAS DUE TO OUR NEGLIGENCE OR WILLFUL MISCONDUCT), (II) ANY MONIES DEPOSITED TO YOUR BANK ACCOUNT OR TO ANOTHER BANK ACCOUNT BECAUSE YOU ENTERED INCORRECT BANK ACCOUNT INFORMATION, AND (III) ANY MONIES OTHERWISE PAID TO YOU, AND (B) FOR ALL OTHER CLAIMS, THE FEES PAID BY YOU TO US IN THE 3 MONTHS PRECEDING SUCH CLAIM.

NO ACTION, SUIT OR OTHER PROCEEDING TO RECOVER FOR ANY SUCH LOSS SHALL BE BROUGHT AGAINST US, SERVICE PROVIDERS, OR ANY OF THE CASH DEPOT REPRESENTATIVES UNLESS THE SUIT OR PROCEEDING IS COMMENCED WITHIN TWELVE (12) MONTHS AFTER THE PROPERTY WAS PLACED IN THE EQUIPMENT AT A BANK IN A BOX SERVICE LOCATION.

15. Indemnity.

You will indemnify and hold us and Cash Depot Representatives harmless from and against any claims brought by third parties arising out of (a) your use of BANK IN A BOX, (b) any breach of these Terms by you (including any fraud, counterfeiting, or any use of BANK IN A BOX or the equipment at Service Locations other than as expressly authorized in these Terms), (c) your violation of any applicable laws, (d) your violation of any right held by a third party, including any right of privacy or any intellectual property right, or (e) any other person's use of BANK IN A BOX using your login credentials, and all resulting losses, damages, judgments, awards, costs, expenses, and lawyers' fees incurred or suffered by us or the Cash Depot Representatives in connection with any such claim.

16. Termination.

You may terminate your BANK IN A BOX Account at any time by deactivating your BANK IN A BOX Account via the BIAB Portal. We may suspend or terminate your BANK IN A BOX Account and your access to BANK IN A BOX at any time with or without notice to you, for any reason or for no reason in our sole discretion. You have the right to appeal your termination in writing within 14 days of notice of termination.

If your BANK IN A BOX Account is terminated or suspended: (a) the license and any other rights granted under these Terms will end, (b) we may (but have no obligation to) delete your information and account data stored on our systems, and (c) we will not be liable to you or any third party for

compensation, reimbursement, or damages for the termination or suspension, or for deletion of your information or account data.

The following Sections of these Terms survive and remain in effect in accordance with their terms upon termination: “Investigations”, “Proprietary Rights”, “User Submissions”, “Limited Warranty”, “Limitation of Liability”, “Indemnity”, “Disputes”, “Notices and Communications” and “General”.

17. Complaints.

If you have a complaint or believe that a credit request receipt, credit confirmation, or other transaction record is incorrect, please submit a service ticket at accountsupport@cdlatm.com.

18. Disputes.

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT IS AN AGREEMENT TO ARBITRATE DISPUTES (“**ARBITRATION AGREEMENT**”) AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

In consideration for our provision of services to you, each party agrees that any and all disputes or claims arising under, out of, in connection with, or related to your use of BANK IN A BOX, these Terms in any fashion, or the subject matter, negotiation, performance, termination, interpretation, or formation of the agreement resulting from your acceptance of these Terms, (a “Dispute”) must be resolved exclusively in binding arbitration. However, a party may assert a claim in small claims court, if the asserted claim qualifies and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. This Arbitration Agreement is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

Before a party may initiate arbitration under this Arbitration Agreement for a Dispute, notification of the Dispute must be submitted to us in writing within 30 calendar days of the date of the receipt. We will investigate the Dispute and use commercially reasonable efforts to advise of its decision within 60 days.

The arbitration shall be conducted by the American Arbitration Association under its commercial arbitration rules. There will be a single arbitrator. The arbitration will take place in Green Bay, Wisconsin, United States of America. All costs and expenses of the arbitration will be borne by the parties equally unless the arbitrator otherwise directs.

EACH PARTY AGREES THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY

RELIEF) ONLY IN FAVOR OF THE PARTY SEEKING RELIEF. THE ARBITRATOR CANNOT AWARD RELIEF THAT AFFECTS OTHER BANK IN A BOX USERS.

19. Notices and Communications.

All notices to us must be made via email at accountsupport@cdlatm.com. Notices to you may be sent, in our sole discretion, to the most recent address or email address provided by you in your BANK IN A BOX Account. In addition, we may provide notices through the BIAB Portal to inform you of changes to BANK IN A BOX and other matters of importance. Notices provided through the BIAB Portal are deemed to have been received by you when we post them.

We will consider any electronic communication received from you or in your name to be duly authorized by you. The term “electronic communication” means any communication by or involving electronic methods, including communications within the BIAB Portal, or by email, phone, text or social media.

20. General.

These Terms and any Dispute shall be governed by the laws of the state of Wisconsin, without reference to its conflict of laws principles. Subject to the Section titled “Disputes,” each party consents to the exclusive jurisdiction of the state and/or federal courts located in Green Bay, Wisconsin, for any legal action instituted by either party against the other with respect to these Terms or any Dispute.

We and our Cash Depot Representatives agree to comply with all applicable laws administered by, and regulations of, any federal or state bank regulatory authorities with jurisdiction over the us and our Cash Depot Representatives.

These Terms are the entire agreement between us and you with respect to BANK IN A BOX. These Terms supersede all communications, representations or agreements, either oral or written, between us or our affiliates and you with respect to BANK IN A BOX.

If for any reason a court of competent jurisdiction finds any provision of these Terms to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of these Terms, and the remainder of these Terms will continue in full force and effect.

No waiver of or consent to depart from any provision of these Terms will be binding unless it is in writing and signed by us.

You and we are independent contractors, and no agency, partnership, joint venture, employment or franchise relationship is intended or created by these Terms.

You may not assign these Terms or your rights and obligations under these Terms without our express prior written consent, which may be withheld in our sole discretion, and shall be subject to additional registration and approval by us and our Service Providers. We may assign these Terms and our respective rights and obligations under these Terms without your consent.

In these Terms the word “including” means “including, without limitation”.

These Terms will inure to the benefit of and be binding on you and us and our successors and assigns and your successors and permitted assigns.