



Covered by Ando Service Terms and Conditions

Effective: 11/22/2021

Ando, Inc.
8996 Miramar Road, Suite 310
San Diego, California 92126

These Covered by Ando Service Terms and Conditions (the “**Agreement**”) governs your use of Community Federal Savings Bank’s (“**CFSB**”) Ando no-fee overdraft service (the “**Overdraft Service**”). By opting into the Overdraft Service, you agree to be bound by the terms of this Agreement. If you do not agree to be bound by these Terms, you cannot access Overdraft Service. If you have any questions about these Terms, please contact us at customerservice@andomoney.com.

Once you are eligible, you must opt-in to the Overdraft Service within the Ando mobile application or by logging into your account on the Ando website in order to overdraw your account.

Relationship to other Ando Agreements

As a condition of signing up for Overdraft Service, you acknowledge that additional agreements may be in place that govern your relationship with Ando, including but not limited to, the Ando Deposit Account Agreement, the CFSB Privacy Policy, and the Electronic Communication Agreement (collectively, “**Ando Account Agreements**”), each of which is hereby incorporated by reference. The terms and conditions of the Ando Account Agreements shall continue to apply in full force. You further agree that the Arbitration provision of the Deposit Account Agreement shall extend to any claim, dispute, or controversy (“**Claim**”) arising out of or relating in any way to: (a) these Terms; (b) the Overdraft Service; (c) your qualification for the Overdraft Service; (d) your use of the Overdraft Service; (e) the amount of a given overdraft via the Overdraft Service; (f) advertisements, promotions or oral or written statements related to the Overdraft Service; (g) the benefits and services related to the Overdraft Service; or (h) transactions made using the Overdraft Service, no matter how described, pleaded or styled. The terms of this Agreement shall supplement the Ando Account Agreements. In the event of a conflict, this Agreement shall control.

Description of the Overdraft Service

Ando’s Overdraft Service is an optional, no fee service for which you must meet certain qualification criteria (see the Section titled “**Eligibility**”) and enroll in through Ando’s mobile application (the “**Application**”). Ando’s Overdraft Service enables you to draw your Ando-managed demand deposit account in your name (your “**Ando Deposit Account**”) negative for debit card purchase transactions (“**Qualifying Transactions**”) up to a specified amount (the “**Limit**”). The Limit is determined by Ando in its sole discretion based on the history of any Ando-branded accounts you have, direct deposit history and direct deposit amounts,

spending activity and other risk-based factors. Your Ando Deposit Account is continually monitored, and your Limit may be adjusted from time to time in Ando's sole discretion.

Limit Adjustment by Ando

1. Your Limit may be increased or lowered at any time by Ando and will always represent the maximum limit you may draw your account negative on Qualifying Transactions.
2. Any changes to your Limit will be clearly communicated to the email we have on file.
3. The Limit may also be displayed to you within the Application.

The Overdraft Service is not available for all other types of transactions, including ATM withdrawals or ACH transfers (including direct debits).

Eligibility

1. To be eligible for the Overdraft Service you must fulfill certain basic requirements.
 - You must be 18 years of age or older;
 - You must have an Ando Deposit Account in your name in good standing;
 - You must have received Qualifying Direct Deposits of \$500 or more into your Ando Deposit Account over the preceding 31-day period.

A "**Qualifying Direct Deposit**" is a direct deposit made by Automated Clearing House (ACH) transfer consisting of payroll, pension, or government benefit payments from an employer or a government agency. Payroll transfers made to the And Visa Debit Card via Visa Direct, from Uber, Lyft, DailyPay, Doordash, and Postmates are also considered qualifying direct deposits. A Qualifying Deposit also includes transfers from an account held in your name at another bank, brokerage firm, or other financial institution whether from the Ando Account holder or a third party; mobile check deposited, and cash deposits. Qualifying Deposits do not include, without limitation, the following: Peer to Peer (P2P) payments within Ando; and transfers from your Savings Account to your Spending Account.

- You have downloaded the Application from either the App Store or Google Play Store or have access to the Ando online portal.
2. In addition, Ando may, at any time and in its sole discretion, determine additional requirements or changes to existing requirements that you must fulfill in order to enroll in the Overdraft Service.

3. Signing up for the Overdraft Service does not require a check of your credit score.
4. If you initially fulfill the eligibility criteria and subsequently fail to fulfill such criteria, your access to the Overdraft Service may be suspended or terminated as determined by Ando in its sole discretion. By way of example, if you opt into the Overdraft Service and subsequently stop receiving direct deposit or if you fail to meet new requirements, Ando may (a) suspend your access to the Overdraft Service until you receive the necessary direct deposits; or (b) terminate your access to the Overdraft Service.

How the Overdraft Service Works

1. Once enrolled in the Overdraft Service, Ando will approve debit card purchases that result in a negative balance on your Ando Deposit Account up to the Limit, until your next direct deposit or other deposit or credit arrives. In other words, if your Limit is \$20, Ando will authorize debit card purchases that draw your Ando Deposit Account balance negative up to a balance of -\$20. Your Limit will be displayed to you within the Application. Ando may increase or decrease your Limit at any time in Ando's sole discretion. You will be notified of any change to your Limit. Each time the Overdraft Service is used, you will receive an email and/or push notification that Ando approved the transaction, including the amount the Overdraft Service has covered and the updated balance in your Ando Deposit Account.
2. To be clear, your Limit will not appear in your Ando Deposit Account as balance credit. Rather, the Overdraft Service allows you to draw your balance negative up to the Limit. Please note the Overdraft Service is only available for debit card transactions, and is not available for other types of transactions, such as ATM withdrawals or ACH transfers (including direct debits). These transactions will continue to be declined if there are insufficient funds in your Ando Deposit Account.

Repaying the Overdraft Service

When you receive a direct deposit, or when funds are otherwise deposited to your Ando Deposit Account, whichever is sooner, any negative balances resulting from your use of the Overdraft Service will be automatically repaid before bringing your balance positive. We do not charge any interest or fees for the Overdraft Service.

See the section below titled "Curing a Negative Balance; Loss of Eligibility for the Overdraft Service" below for additional information regarding repayment.

Curing a Negative Balance; Loss of Eligibility for the Overdraft Service

1. By enrolling in the Overdraft Service and agreeing to the terms of this Agreement, you authorize Ando to apply any deposit, including any direct deposit, to cure any negative balance in your Ando Deposit Account. If an Overdraft Service negative balance is not repaid within 30 days of initially incurring a negative balance, Ando may suspend your Ando Deposit Account. Ando will notify you of the steps required to avoid suspension. If your Ando Deposit Account balance remains negative for 45 days, your Ando Deposit Account may be closed and any remaining positive balance will be returned to you in accordance with your Ando Deposit Account Agreement.
2. If your Ando Deposit Account does not receive a direct deposit within a 31-day period, CFSB or Ando will terminate your enrollment in the Overdraft Service and notify you of the steps necessary to make your Ando Deposit Account eligible for enrollment in the Overdraft Service again. If your enrollment in the Overdraft Service is terminated, Ando will not approve any debit card transactions that result in a negative balance on your Ando Deposit Account until you re-enroll in the Overdraft Service.

Our Rights to Repayment

1. You represent and warrant that you have the right to authorize us to charge your Ando Deposit Account for funds due to us (to cure any negative balance) under the terms of this Agreement. You will indemnify and hold CFSB and Ando harmless from any claims by any other owner of the Ando Deposit Account. If you do not repay any negative balance within a reasonable timeframe as determined by CFSB and Ando you will be prohibited from accessing the Overdraft Service.
2. Please note that we do not charge interest on any outstanding Overdraft Service negative balances, and you will only be required to repay the exact amount of the negative balance. Failure to repay an Overdraft Service negative balance may affect your credit. Neither CFSB nor Ando will furnish information about its users to credit reporting agencies or other creditors. However, CFSB and Ando may assign or sell any unpaid Overdraft Service negative balance to third-party collection agencies who may elect to furnish negative information to credit reporting agencies or other creditors. You will also no longer receive further access to the Overdraft

Service and you may be prevented from using other Ando-managed services until the earlier funds are repaid. In the event of fraud, misrepresentation, or other illegal activity, we will use the legal options available to us in order to collect the money you owe us.

Cancellation by You

You may cancel your use of the Overdraft Service at any time. To do so, you may turn “off” the Overdraft Service on your settings page. If you cancel your use of the Overdraft Service, Ando will not approve debit card transactions that result in a negative balance on your Ando Deposit Account. If you continue to meet the Overdraft Service’s eligibility criteria, you may re-enroll at any time.

Cancellation by Us

We may terminate this Agreement or suspend or terminate your use of the Overdraft Service for any reason at any time upon notice to you. For example, this can happen if we find out you are using the Overdraft Service in a way that violates this Agreement. We will inform you of our decision via in-app notification, and you can always talk to our support team if you have questions. You agree that Ando or CFSB will not be liable to you or any third-party for any costs, fees, or losses associated with the termination of your access to the Overdraft Service, including but not limited to, insufficient funds fees, late fees, legal fees or other charges.

Warranty Disclaimer

THE OVERDRAFT SERVICE IS PROVIDED “AS IS,” “AS AVAILABLE” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. ANDO, CFSB, AND EACH OF THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES (AND THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES) DO NOT WARRANT THAT: (I) THE OVERDRAFT SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT

OR THROUGH THE OVERDRAFT SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE OVERDRAFT SERVICE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE OVERDRAFT SERVICES IS SOLELY AT YOUR OWN RISK.

Indemnification, Limitation of Liability, Termination

1. You agree to hold harmless and indemnify Ando and CFSB and their subsidiaries, affiliates, officers, agents, and employees (and their subsidiaries, affiliates, officers, agents, and employees) from and against any claim, suit or action arising from or in any way related to your use of the Overdraft Service or your violation of this Agreement, including any liability or expense arising from all claims, losses, damages, suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Ando will provide you with written notice of such claim, suit or action.
2. IN NO EVENT SHALL ANDO OR CFSB, NOR THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES (AND THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES), BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (OR IN THE AGGREGATE) OF \$500.00.

Amendments

Ando may, from time to time, modify the terms of this Agreement. Such modifications shall be effective as soon as the modified version of the "Ando Overdraft Service Terms and Conditions" is posted in the Application or on the Ando website. We will also send you notification of any modification of this Agreement. You can determine when this Agreement was last revised by referring to the "LAST UPDATED" legend at the top of then-current version of the "Ando Overdraft Service Terms and Conditions." Your use of the Overdraft

Service following such changes constitutes your acceptance of the revised version of the “Ando Overdraft Service Terms and Conditions.”

General Provisions

1. This Agreement represents the entire agreement between you, CFSB and Ando with respect to the Overdraft Service. They supersede any other communications you have with us regarding the Overdraft Service, such as by email or phone. If any part of this Agreement is found to be unenforceable or invalid, only that part will be removed or limited as needed, but the rest of this Agreement will stay intact. No agency, partnership, joint venture, or employment relationship is created under this Agreement, and neither you nor CFSB nor Ando has any authority to bind the other in any way. The paragraph headings in this Agreement are for convenience only and do not affect any provision’s meaning or interpretation.
2. All provisions of this Agreement which by their nature shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
3. We work with some third-party companies, such as payments processors. Ando is not responsible for any errors of or damages caused by any of these third-party companies.
4. This Agreement is specific to the relationship between you, CFSB and Ando, so you cannot transfer any part of the Agreement between you and CFSB to anyone else, or assign any part of your relationship with CFSB to another person or organization.
5. We do not waive our rights by delaying or failing to exercise them at any time. If we decide to make a special exception and waive your obligation to follow any part of this Agreement, we will notify you in writing.
6. If you have any questions or concerns, please contact us by email at: customerservice@andomoney.com or by phone at 1-844-960-3939.