

Western Alliance Bank High-Yield Savings Premier Terms and Conditions

Effective December 2024

Your High-Yield Savings Premier account is provided by Western Alliance Bank (“Bank,” “we,” “us” or “our”). By opening, maintaining, and using your High-Yield Savings Premier account (“Account”), you are agreeing to be bound by these High-Yield Savings Premier Terms and Conditions (“Terms and Conditions”).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AT ANY TIME IN OUR SOLE DISCRETION. IF WE ARE REQUIRED BY LAW TO PROVIDE YOU WITH NOTICE OF ANY CHANGES TO THESE TERMS AND CONDITIONS, WE MAY DO SO IN ACCORDANCE WITH THE E-SIGN CONSENT WE HAVE PROVIDED YOU. YOUR CONTINUED ACCESS TO OR USE OF YOUR ACCOUNT FOLLOWING SUCH CHANGE WILL BE DEEMED TO BE YOUR ACCEPTANCE OF SUCH MODIFIED VERSION OF THE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR ANY MODIFIED VERSION, YOU MAY CLOSE YOUR ACCOUNT.

Definitions.

“Business Day” means Monday through Friday, excluding Saturday, Sunday or any bank or legal holiday.

“Service” means the Site together with any Accounts available therein.

“Site” means <https://highyieldsavings.westernalliancebank.com/login>.

“you”, “your” and “yours” means each individual person who owns an Account with Bank, whether the Account is owned individually or jointly.

General.

- a. By accessing and/or using the Service, you are agreeing to these Terms and Conditions. These Terms and Conditions apply to any use by you of the Service. For example, these Terms and Conditions apply: (1) when you access or use the Site to apply for an Account, even if you do not open an Account or are not approved by Bank to open an Account; or (2) when you access or use the Service, including to view and/or transact on your Account.
- b. The Bank’s Privacy Policy located at <https://www.westernalliancebankcorporation.com/privacy-legal-home/privacy-policy> is incorporated herein by reference. You agree that Bank may use personal information that you provide or make available to the Bank in accordance with the Privacy Policy. By using the Service, you agree to the terms of the Privacy Policy, and your continued use of the Service constitutes your ongoing agreement to it. If you are a California resident, you may have additional rights under the California Consumer Privacy Act. Please see the Bank’s Privacy Notice for California Residents <https://www.westernalliancebankcorporation.com/privacy-legal-home/privacy-policy#CA-residents> including the Notice at Collection <https://www.westernalliancebankcorporation.com/privacy-legal-home/privacy-policy#collectionnoticecaresidents>.
- c. As part of enrollment for the Service, you must consent to the use of electronic communications (“Communications”), which allows Bank to provide you with Account-related communications electronically, including, but not limited to, legal agreements governing your Account, notices regarding your Account, account statements, and electronic delivery of IRS Form 1099-INTs. You are responsible for providing us with a valid email address to accept delivery of electronic communications and you must notify us of any changes or updates to such addresses. You agree that once we email or post the communications within our Site, we have delivered the Communications to you in a form that you can retain. You have the option to view, save, or print PDF versions of your account documents from the Site via desktop, tablet, or mobile device. You agree to promptly notify us if you change your email or mailing address. If any Communications are returned or “bounced back” to us, the Bank may deem such return as a notice of withdrawal of your consent to receive communications electronically and may close your Account in accordance with the “Closing or Restricting the Account” Section below.
- d. Your use of the Service may also be affected by the Bank’s Deposit Account Agreement and Disclosure, including the applicable schedule of fees or other agreements with us for your Account. The terms and conditions for those account agreements, including any applicable fees, transaction limitations, liability rules, and other restrictions that might impact your use of the Service, are incorporated into these Terms and Conditions. In the event of a conflict between the terms of those account agreements and these Terms and Conditions, the terms of the applicable account agreement will prevail unless these Terms and Conditions specifically state otherwise.

Account Opening.

You may open an Account if you:

- a. Are a U.S. citizen or other U.S. person (as defined in the Internal Revenue Service Form W-9 instructions <https://www.irs.gov/pub/irs-pdf/fw9.pdf>), who is not subject to backup withholding either because you are exempt from backup withholding, or have not been notified by the Internal Revenue Service (“IRS”) that you are subject to backup withholding as a result of a failure to report all interests or dividends, or the IRS has notified you that you are no longer subject to backup withholding;
- b. Have a U.S. Social Security Number;

- c. Are at least eighteen (18) years old;
- d. Reside and have a street address in the U.S. (post office boxes are not permitted); and
- e. Have an existing checking or savings account maintained at a U.S. financial institution that is either owned by you individually or jointly with another person so long as you maintain control over such account ("Linked Account").

If at any time you fail to meet the requirements outlined above, Bank may restrict or close your Account pursuant to the "Closing or Restricting the Account" Section of these Terms and Conditions.

For solely or jointly owned Joint Accounts, the Primary Account owner may choose to make your Account payable on the death of the Account owner(s) to one or more payable on death ("POD") beneficiaries. Refer to the Deposit Account Agreement and Disclosure for any additional requirements.

U.S.A. PATRIOT ACT NOTICE. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account (deposit or loan). This means that when you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

You authorize Bank, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide your date of birth and other information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your information against third party databases or through other sources. We may also ask to see your driver's license or other identifying documents at any time. The Bank reserves the right to close, suspend, or limit access to your Account and/or the Service in the event we are unable to obtain or verify this information.

Service Features.

- a. The Service allows you to deposit funds to and withdraw funds from your Account (each a "Transaction") via your Linked Account. All Transactions must take place electronically via the Service.
- b. Bank will hold the funds deposited by customers using the Service in an omnibus account at the Bank for the exclusive benefit of its High-Yield Savings Premier customers (the "Omnibus Account"). Bank, or its third-party service provider, will maintain the records of your beneficial ownership of the funds in the Omnibus Account.

Accessing the Service.

- a. The Service will require a password and/or username, and you will select your own password at the time of registration (or we may send you an email notification with a randomly generated initial password) and you agree that:
 - i. you will not use a username (or email address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive, and we may reject the use of any password, username, or email address for any other reason in our sole discretion;
 - ii. you will provide true, accurate, current, and complete registration information about yourself in connection with the application process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete;
 - iii. to the extent permitted by law and by the Terms and Conditions, you are solely responsible for all activities that occur under your Account, password, and username, whether or not you authorized the activity;
 - iv. you are solely responsible for maintaining the confidentiality of your password so others may not access any password protected portion of the Service using your name, username, or password;
 - v. you will immediately notify us of any unauthorized use of your Account, password, or username, or any other breach of security; and
 - vi. you will not sell, transfer, or assign your account or any account rights.
- b. Bank will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms and Conditions, any additional terms governing your Account, or any applicable law, then we may suspend or terminate your Account and/or access to the Service.
- c. With respect to your use of the Service, you agree that you will not:
 - i. engage in activity through or in connection with the Service that violates applicable law or privacy interest or attempts to do harm to Bank or any individuals or entities;
 - ii. modify, disassemble, decompile, reverse engineer, or reverse assemble any content or part of the Service;
 - iii. jeopardize the security of your Account or any other person's Account (such as allowing someone else to use your username and password to access the Services);

- iv. attempt, in any manner, to obtain the username, password, account, or other security information from any other user of the Service;
 - v. violate the security of any computer network or crack any passwords or security encryption codes; or
 - vi. run Mailist, Listserv, any form of auto-responder or "spam," or any processes that run or are activated while you are not logged in to access the Service.
- d. The Service may permit you to submit content, send emails and other communications, and provide other information for publication or distribution to third parties (collectively, "User Content"). Any User Content must not be illegal, threatening, obscene, racist, defamatory, libelous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of privacy, purposely false or otherwise injurious to third parties, or objectionable and must not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, or any form of "spam."
- e. Bank may, in its sole discretion and without liability to you, close or restrict access to your Account and/or the Service for any reason, including, but not limited to, your breach of these Terms and Conditions.

ACH Authorization.

- a. You authorize Bank, including any third-party service provider Bank may designate, to electronically debit or credit your designated Linked Account as directed by you and via Automated Clearing House ("ACH").
- b. You acknowledge that the electronic authorization contained in this Section represents your written authorization for ACH transactions as provided herein and will remain in full force and effect until you notify Bank that you wish to revoke this authorization by emailing support@wasavingspremier.com or sending a secure message via the secure message portal within the Service. You must notify Bank at least three (3) Business Days before the scheduled debit date of any ACH transaction from your Linked Account in order to cancel this authorization. If Bank does not receive notice at least three (3) Business Days before the scheduled debit date, Bank may attempt, in its sole discretion, to cancel the debit transaction. However, Bank assumes no responsibility for its failure to do so. If you withdraw your electronic authorization contained in this Section, Bank will close your Account in accordance with the "Closing or Restricting Your Account" Section, and you will no longer be able to use your Account or the Service. Please note that the withdrawal of your electronic authorization contained in this Section will not apply to ACH transactions performed before the withdrawal of your authorization becomes effective.
- c. Deposits will take five (5) Business Days to be credited to your Account.

Linked Account.

- a. In order to participate in the Service, you are required to provide Bank with a Linked Account. When you add a Linked Account, you authorize and direct Bank and/or its Data Providers (defined below) to access third party sites, databases and other services relating to the Linked Account, to verify your ownership of and other information about your Linked Account ("Account Information"). Bank may use the services of a third-party provider and/or third-party acting on Bank's behalf, including but not limited to Plinqit, Inc. ("Plinqit"), and Envestnet | Yodlee ("Yodlee"), to access your Account Information, (these third parties are referred to as "Data Providers"). Therefore, you authorize Bank to share information about you with its Data Providers and you acknowledge and agree if Bank uses a Data Provider to access your Account Information, that Data Provider will provide to Bank, on your behalf, your Account Information for our use in connection with the Service. You agree Bank and its Data Provider shall be entitled to rely on the foregoing authorization granted by you. If you wish to revoke the foregoing authorization for a particular Linked Account, you must unlink the account from each Account to which it is linked on the Service. YOU PROVIDE LOG-IN CREDENTIALS TO YOUR ACCOUNTS AT YOUR OWN RISK. For more information on how Yodlee collects, uses, stores, and handles your data, please see Envestnet | Yodlee's Commitment to its Clients and their Users <https://www.yodlee.com/company/clients-consumers>.
- b. With respect to your Linked Account, you represent and warrant to the Bank that:
 - i. The Linked Account is owned by you, either individually or jointly; and
 - ii. You have the right to authorize deposits to and withdrawals from the Linked Account; and
 - iii. The Linked Account remains active and under your control, including when you request a withdrawal from the Account; and
 - iv. The Linked Account contains funds sufficient to enable any withdrawals therefrom to the Account.
- c. All Transactions may only be made to or from the Linked Account via ACH.
- d. When you make an initial deposit to your Account from your Linked Account, you will not be able to make additional deposits until after the initial deposit has been credited to your Account, which will take five (5) Business Days. This also applies when you add a new Linked Account following a Relink Request (defined below in the "Linked Account Change Process" Section).

Linked Account Change Process.

- a. Any change to your Linked Account must be made by sending Bank a secure message via the secure message portal within the Service and is subject to Bank's approval, including Bank's right to request additional information and/or documentation to support the change.
- b. Any request to change to the Linked Account may result in your Account not being accessible for a period of time, in some cases, up to thirty (30) Business Days, while Bank reviews and validates the request. If there are funds in your Account during this time, you will not have access to such funds until the Linked Account change process is complete, however interest will continue to accrue.
- c. The process the Bank will generally follow with respect to changes to your existing Linked Account is outlined below and will depend on whether the existing Linked Account is accessible by you or not (*e.g.*, whether the Linked Account is closed or not accessible by you due to third-party fraud).
- d. At any time during the Linked Account change process you may alternatively request an Account closure. If an Account closure is requested, the Bank will close the Account and if applicable, issue and mail a cashier's check for the collected balance in the Account as of the closure date to your address on file with the Bank.

Existing Linked Account is open and accessible by you:	Existing Linked Account is not accessible by you (whether it is closed or not accessible due to third-party fraud):
1. You request a Linked Account change via the secure message portal within the Service (" <u>Relink Request</u> ").	1. You make a Relink Request, clarifying that your existing Linked Account is not accessible.
2. Upon receipt of the Relink Request, if there is a balance in your Account, Bank will instruct you to withdraw your Account balance to your existing Linked Account.	2. Upon receipt of the Relink Request, Bank will restrict your Account, cancel any future pending Transactions so that no Transactions may be made, and remove the existing Linked Account.
3. Once your Account reflects a zero balance, Bank will restrict your Account so no Transactions may be completed through the Account and remove the existing Linked Account.	3. Bank will contact you and request additional documentation to verify your personal identification as well as ownership of the existing Linked Account and new Linked Account. If Bank is unable to authenticate and validate your Relink Request, Bank may close your Account in accordance with the " <u>Closing or Restricting the Account</u> " Section below.
4. Once the Bank has removed the existing Linked Account you will be invited to add a new Linked Account through the Service.	4. If Bank can authenticate and validate your Relink Request, you will be invited to add a new Linked Account through the Service.

Closing or Restricting the Account.

- a. Bank may restrict your access or use of your Account, or close your Account, at any time and for any reason, without notice or consent. The following is a list of some reasons we may restrict or close your Account:
 - i. You provided incorrect or misleading information when opening your Account;
 - ii. We suspect that you or a third party are conducting illegal or fraudulent activity;
 - iii. You revoke your consent under the Electronic Disclosure Consent Agreement ("E-Sign Consent") for your Account;
 - iv. You revoke your ACH authorization in accordance with these Terms and Conditions;
 - v. There is a dispute regarding your Account;
 - vi. We have a reasonable basis to believe the Account owner is deceased;
 - vii. We receive a court order or other legal document prohibiting withdrawal;
 - viii. We have determined that you have violated these Terms and Conditions or any other agreement you may have with Bank; or
 - ix. You fail to meet the requirements outlined in the "Account Opening" Section.
- b. You may close your Account at any time by sending Bank a secure message via the secure message portal within the Service or e-mailing Bank at support@wasavingspremier.com.
- c. If your Account has a balance upon closing, we may return the funds to your Linked Account or issue you a cashier's check at the Bank's sole discretion. We may refuse to pay any debits after your Account is closed or restricted, but we will not be liable for the payment of any debit after your Account is closed or restricted.
- d. In the event the Bank issues you a cashier's check when your Account is closed, you must notify the Bank immediately if the check is lost, stolen, or destroyed. Bank may not reissue you a cashier's check or provide you with replacement funds unless ninety (90) days have passed and you have provided an affidavit attesting that the cashier's check is lost, stolen, or destroyed.

Periodic Statements and Tax Statements.

- a. Bank, or another third-party acting on our behalf, will provide you, via the Service, a monthly statement regarding your Transactions and your Account.
- b. Bank, or another third-party acting on our behalf, will issue you, on behalf of Bank, an IRS Form 1099-INT.

Customer Service.

Should you have any concerns about the Service, including your Account, you can contact us by:

Sending a secure message via the secure message portal within the Service; or

Emailing us at support@wasavingspremier.com.

If you attempt to contact us by other means, we may not receive your message and may not be able to respond in a timely manner or at all.

Your Liability.

- a. You are responsible for all Transactions using the Service. If you permit other persons to use password and/or username to access the Service (collectively, "Credentials"), you are responsible for any and all Transactions they authorize or conduct on any of your Account.
- b. You agree to immediately notify the Bank if you believe anyone has used your Credentials and accessed your Account without your authority.
- c. If you believe your Credentials have been lost or stolen or that someone has transferred or may transfer funds from your Account without your permission, contact us immediately at 877-378-2823.

Disclaimer of Representations and Warranties.

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. Therefore, to the fullest extent permissible by law, Bank and its affiliates and each of their respective employees, directors, shareholders, agents, vendors, licensors, licensees, contractors, third-party service providers, successors, and assigns (collectively, "Bank Parties") hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to any and all aspects, features, functions, or elements of the Service or delivery of the Service. EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED IN THE TERMS, ALL BANK PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS. NEITHER WE NOR OUR SERVICE PROVIDERS WARRANT THAT THE SITE OR ANY SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS. Neither Bank nor any of our service providers assumes responsibility for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization settings in connection with your use of the Service. Neither Bank nor any of our service providers assumes responsibility for the operation, security, functionality, or availability of any device or mobile network that you utilize to access the Service. You agree to exercise caution when utilizing the Service and to use good judgment and discretion when obtaining or transmitting information. Financial information shown via the Service reflects the most recent account information available through the Service and may not be current. You agree that neither Bank nor our service providers will be liable for any delays in the content or for any actions you take in reliance thereon.

Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BANK PARTIES HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY COSTS, LIABILITIES OR DAMAGES OF ANY KIND, WHETHER DIRECT, CONSEQUENTIAL OR PUNITIVE, ARISING OUT OF, OR IN CONNECTION WITH, THESE TERMS AND CONDITIONS, THE SERVICE, THE SITE, OR THE PERFORMANCE OR BREACH OF THESE TERMS AND CONDITIONS, OR FOR YOUR OR ANY OTHER PERSON'S USE OF, OR INABILITY TO USE, THE SERVICE, OR THE SITE. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER SUCH PARTY KNOWS OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification.

You agree to indemnify, defend and hold the Bank Parties harmless from and against any and all losses, liabilities, judgments, arbitration awards, settlements, expenses, damages and costs, including attorneys' fees and disbursements, as incurred by any of them arising in any manner out of or relating to your use of, or inability to use, the Service, the Site, or any breach or alleged breach by you of these Terms and Conditions. You shall cooperate with Bank as fully as reasonably required in the defense of any third-party claim subject to this indemnity provision. Bank reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not in any event settle such a matter without our prior written consent.

System Outages, Slowdowns and Capacity Limitations.

Any computer system, service or electronic device, whether it is yours, an internet service provider's, a mobile network operator's or ours, can experience unanticipated outages, slowdowns and/or capacity limitations. As a result of high internet traffic volume, transmission problems, systems capacity limitations and other problems, you may, at times, experience difficulty accessing the Service or communicating with us through the internet or other electronic and wireless services. The Service may be unavailable during system maintenance, for security precautions or when interrupted by circumstances beyond our control.

Governing Law; Venue.

These Terms and Conditions are governed by and construed in accordance with the internal laws of the State of Arizona without regard to principles of conflict of laws. Action with respect to any dispute regarding these Terms and Conditions shall be brought in the state or federal courts of Maricopa County, Arizona. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Assignment.

You may not transfer or assign these Terms and Conditions or any of your rights or obligations under these Terms and Conditions, in whole or in part, without Bank's prior consent, which we may withhold in our sole discretion. Subject to the foregoing, these Terms and Conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

Waiver.

No delay or failure to exercise any right or remedy under these Terms and Conditions is deemed to be a waiver of such right or remedy. No waiver of a single breach or default under these Terms and Conditions is a waiver of any other breach or default. The failure of any party at any time to require performance by any other party of any provision of these Terms and Conditions shall in no way affect the right of such party to require performance of that provision. Any waiver under these Terms and Conditions must be in writing signed by the waiving party.

Severability.

If any provision of these Terms and Conditions or the application thereof to any party or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of these Terms and Conditions and the application of such provision to the parties or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by law.

Agreement to Western Alliance Bank High-Yield Savings Premier Terms and Conditions

By marking the checkbox indicating "I agree to the Terms and Conditions," you agree to be bound by these Terms and Conditions as a condition for participating in the Service. If you do not agree to these Terms and Conditions, do not click "I agree to the Terms and Conditions" and your enrollment in the Service will be terminated.