River Terms of Service

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1. Introduction

Thank you for using River! These Terms of Service (the "Terms" or "Agreement") govern your rights and obligations relating to your access to and use of the https://river.com website and any other related services, applications, and content provided by us (collectively, the "Services").

BY REGISTERING FOR A USER ACCOUNT OR USING THE SERVICES, YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND RESPONSIBILITIES, INCLUDING LIMITATION OF OUR LIABILITY, BINDING ARBITRATION, AND WAIVER OF CLASS ACTION CLAIMS. IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE THE SERVICES.

All references in these Terms to "we," "us," "our," or "River" refer to River Financial Inc., a Delaware corporation, and our affiliated entities, as applicable. The term "you," "your," or "user" refers to any individual or entity that accesses the Services, including any individuals who access the Services on behalf of an entity.

2. Changes to these Terms

We reserve the right to change these Terms from time to time, and we will provide notice of any changes by posting the updated Terms to the Services with a revised "Last Updated" date and, for material changes, by additional means as appropriate, which may include email to the address associated with your User Account or notice within the Services. Material changes will become effective upon the earlier of your acceptance of the updated Terms or your continued use of the Services after such notice; all other changes become effective on the "Last Updated" date. Any dispute that arose before the changes will be governed by the Terms in place when the dispute arose. We will always have the latest Terms posted on the Services.

3. Your User Account & Information

3.1. You must meet eligibility criteria to use the Services.

To be eligible to use the Services, you must meet the following requirements:

- You must be at least 18 years old.
- You must register for a River user account via the Services (a "User Account") and successfully complete the identity verification process described below.
- You must be a citizen or permanent legal resident of the United States and have a Social Security Number or Taxpayer ID.

- You must reside in a state or jurisdiction in which we operate. To see a list of the states or jurisdictions in which we operate, please visit here.

Certain features may not be available to you depending on your location, your account type, or other criteria as determined by River in its sole discretion. By signing up for a User Account, you represent and warrant that you are a resident of a state or jurisdiction in which we operate and meet all of the eligibility criteria for the Services.

3.2. You must register for a User Account.

You will be required to register for a User Account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it up to date. You can only have one individual River User Account at any time. We reserve the right to suspend or terminate your User Account according to these Terms if we determine that any information provided by you is inaccurate or incomplete. We may, in our sole discretion, refuse to open a User Account, limit the number of User Accounts that you may hold, or suspend or terminate any User Account or restrict any activity in your account, including the purchase or sale of Bitcoin, deposits, withdrawals, or any other transaction activity.

If you register for a User Account on behalf of an entity, you represent and warrant that you have authority to (i) accept these Terms on behalf of and bind such party, and (ii) provide information on behalf of such party.

River reserves the right to suspend or terminate your User Account if we determine that any information provided by you is inaccurate or incomplete.

3.3. You must safeguard your User Account.

You are responsible for safeguarding your User Account information, including your password. You agree not to disclose your password to, or share your User Account with, any third party. You agree to take sole responsibility for any activities or actions under your User Account, whether or not you have authorized such activities or actions, except as provided in Section 12 (Transaction Information and Disputes) or as otherwise required by applicable law. You will immediately notify us of any unauthorized use of your User Account.

You agree that we will not be liable for any loss or harm that you incur if someone else uses the Services from any of your devices, either with or without your knowledge, and that you will be solely responsible for such use, whether or not you authorized the use., except as provided in Section 12 or as otherwise required by applicable law.

3.4. We will verify your identity.

As a regulated financial institution, we are required to obtain information about and verify the identity of our users. To comply with our BSA/AML obligations, we will request that you provide certain information to us about you. This information will be used by us for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crimes. You agree that all such information provided by you will be complete and accurate, that you will keep us updated if any of the information you provide changes, and that we may keep a record of such information consistent with our BSA/AML obligations.

In addition to collecting information from you, we are required to take reasonable steps to verify your identity as a user. You expressly authorize River to take any and all actions that we reasonably deem necessary to verify your identity or protect you and/or us against fraud or other financial crime. These may include, but are not limited to, engaging third-party services to assist with such verification efforts, sharing your information with such third parties, and collecting additional information about you from such third parties.

3.5. Some cases require Enhanced Due Diligence.

Certain users may be subject to a more rigorous identity verification program ("Enhanced Due Diligence") consistent with our BSA/AML obligations due to the increased risk of money laundering, fraudulent activity and sanctions risk. In such cases, you agree to comply with River's requests to provide such information and documentation as is necessary for us, either directly or through our third-party vendors, to complete the Enhanced Due Diligence.

You acknowledge that if we determine, in our sole discretion, that you are unable to satisfy the requirements of our Enhanced Due Diligence, certain functionalities of the Services may not be available to you.

3.6. You agree to our Privacy Policy.

The type of information we collect from and about you as you use the Services, as well as how we use, share and retain that information is set forth in our Privacy Policy. By accessing and using the Services, you grant us the right to use, share and retain the information we collect from and about you as described in these Terms and in our Privacy Policy.

3.7. You may be subject to the terms of a Referral Program.

We may offer referral programs for inviting others to use the Services or for using the Services following such an invitation (a "Referral Program"). Any incentives offered under any such Referral Program are subject to the then current Referral Program terms and are additionally subject to our sole discretion.

3.8. You may be permitted to open a Business Account.

We may, in our sole discretion, permit you to open a User Account for a legal entity (a "Business Account"). You may be required to provide certain information about you or your business in order for us to verify and approve the Business Account. We may, in our sole discretion, determine the types of businesses or legal entities that are eligible for a Business Account.

We may, in our sole discretion, determine which features of the Services are eligible for Business Accounts. For example, Business Accounts may not be eligible for a unique bank routing and account number. If you have questions about our Business Accounts, you can contact us at support@river.com.

3.9. Beware of fraud and scams.

Scammers impersonate businesses, government agencies, law enforcement, investment professionals and even romantic interests to convince people to send Bitcoin or to disclose account login credentials. Common schemes include fake investment or "giveaway" opportunities, impersonation of River or other trusted institutions, romance scams, and requests that you install remote-access or screen-sharing software. River will NEVER ask you for your password or two-factor authentication codes. River will NEVER ask you to install remote-access or screen-sharing software. River will NEVER ask you to move your Bitcoin or USD to another wallet, or demand that you pay River in Bitcoin.

Bitcoin transactions are irreversible. If you authorize a transaction, send Bitcoin, or provide your account credentials at the direction or inducement of a scammer or other third party, River may not be able to recover your funds, and you may lose the full value of the transaction without recourse. Transactions that you initiate or authorize are not Unauthorized Transfers for purposes of these Terms. You agree that we may, but have no obligation to, delay, condition, restrict, or refuse any transaction that we suspect, in our sole discretion, involves fraud, a scam, financial exploitation, or a compromised User Account, including where we believe that you may be the victim. River will have no liability to you for any such delay, restriction, or refusal, nor will River have liability to you for declining to take any such action.

4. Transferring and Holding USD, and Earning Interest

4.1. You may transfer USD to and from your User Account, and you may hold USD in your User Account.

River facilitates certain USD services (the "USD Services") via a partnership with River's bank partners. You may transfer USD to and from your User Account via ACH. If you elect to use ACH debit transfers in connection with the Services, you must designate and

connect a valid U.S. bank account to your User Account. Every time you initiate a transfer from a linked bank account, you authorize River to immediately debit that account at the time of the transfer for the amount instructed, either in a single or recurring transaction as applicable.

If eligible, you may receive a unique bank routing and account number ("Account Number") connected to your User Account. You may direct payments made to you from your employer or otherwise into your User Account using the Account Number. Deposits made using the Account Number will be credited to your User Account in accordance with these Terms. Typically, electronic deposits are made available on the business day that we receive them. Instant Payments (as defined below) may be made available sooner, including in real time (including on weekends and holidays), subject to River's risk and fraud controls. River reserves the right to delay the availability of funds if we suspect that the deposit may be fraudulent, unauthorized, illegal, or subject to a claim of error or return. We will notify you if we delay the availability of your deposit as required by law.

You may be permitted to pay bills directly from your Account ("Bill Pay"), by providing your Account Number to third parties ("Counterparties") who will initiate a debit that results in funds being withdrawn from your Account. All authorizations for Bill Pay transfers must be handled between you and any Counterparties. You are responsible for ensuring that you have sufficient funds in your Account to cover any Bill Pay transaction. You agree that River shall not be liable for any Bill Pay transactions that cannot be completed due to insufficient funds, incorrect information or authorization, or for any other reason. Bill Pay may not be available in all states.

You may transfer USD to and from your User Account via wire transfer. River may charge a fee for wire transfers, which we will communicate to you via the Services. River is not responsible for any fees charged by your bank. In certain circumstances, and at our sole discretion, we may require you to connect a valid U.S. bank account to your User Account to continue your use of the Services. If eligible, you may use your Account Number for wire transfers. The recipient's name on any wire deposit must match the name on your User Account. If you elect to use wire transfers in connection with the Services, you should verify all wire information prior to submitting your transaction. River is not responsible for transfers that do not include the correct transfer information. If you have questions, contact our support team at support@river.com.

You may transfer USD via instant payment networks, including the FedNow Service operated by the Federal Reserve Banks ("FedNow") and the RTP network operated by The Clearing House Payments Company L.L.C. ("RTP") (each, an "Instant Payment Network"; transfers made through an Instant Payment Network are "Instant Payments"). River and our bank partners determine which Instant Payment Network is used for a transfer, based on the networks in which the counterparty's financial institution participates. Instant Payments settle in real time, twenty-four hours a day, seven days a week. Once sent, they are generally final and irrevocable. By receiving or sending an Instant Payment through the

Services, you acknowledge and consent that the operator of the applicable Instant Payment Network, including the Federal Reserve Banks for FedNow and The Clearing House Payments Company L.L.C. for RTP, may collect, use, retain, and disclose transaction records and related information (including for purposes of network directory, fraud-prevention, fraud-reporting, and other network risk-management services), and that River and our bank partners may collect, use, and share fraud-related data about your Instant Payments with the operator of the applicable Instant Payment Network, our bank partners, and other participants in that Instant Payment Network. River does not charge a fee for receiving Instant Payments. Not all financial institutions participate in an Instant Payment Network, and Instant Payments may not be available for every transfer.

You are permitted to maintain a balance of USD in your User Account for the purpose of using the Services. Please note: River is not a bank. If you are eligible, your USD will be held in an Interest Account, as described below. If your USD is not eligible to be held in an Interest Account, your USD balance is held on deposit in a bank account established specifically for our clients' benefit. This account is legally distinct from our transaction and business accounts.

4.2. Establishing an Interest Account and Interest Account Details.

Subject to eligibility requirements, you may be able to earn interest on your USD that is held with River. River will act as your agent to establish an interest account ("Interest Account") with our banking partner ("Bank"). You will not have a direct relationship with the Bank, except as outlined in Section 5.4. We will act as your agent for depositing funds into your Interest Account and withdrawing funds from your Interest Account, as requested by you. All transactions related to your Interest Account and the USD Services must be directed through River.

River is not a bank. Your Interest Account ownership will be evidenced by a book entry on the account records of the Bank and by records maintained by River as your agent. All information related to your Interest Account can only be obtained from River. Additional information about the Bank is available at lead.bank.

All activity related to your Interest Account will appear on your Account statement. You agree to review your Account statements with "reasonable promptness" for any errors or other problems. You agree that the time that you have to review your statements and report to us will depend on the circumstances, but in no event shall it exceed sixty (60) days. Failure to examine each statement and report any errors to us within sixty days precludes you from asserting a claim against us for any error identified on that statement. River, and not the Bank, is responsible for your Account statement. You may contact us at support@river.com or 888-801-2586 with questions or to notify us of errors related to your Interest Account or your Account statements.

4.3. Earning Interest.

When you deposit USD into your Interest Account, River will, as your agent, deposit those funds with the Bank. Transactions received after our daily cutoff time will be credited for the following business day. Funds typically settle in one business day. River's business days are Monday through Friday, excluding holidays.

You may deposit a maximum of $20 million in your Interest Account. USD in excess of this amount will not earn interest. Interest on USD will begin to accrue on the business day after funds are settled in the Interest Account, and shall continue until the business day prior to being withdrawn from the Interest Account. Interest accrues daily on your interest-eligible balance. Amounts under $0.01 carry forward until they add up to a full cent. If you turn off interest, any amount under $0.01 not yet credited is forfeited. Interest ("USD Interest") will be credited daily, and paid out monthly. If your Interest Account is closed or terminated, you agree that you will forfeit any unpaid accrued USD Interest and any such value shall be assigned to River.

The interest rate for the Interest Account will be determined by the amount that the Bank is willing to pay on deposits, minus the fees, if any, paid to River. Interest rates for the USD Services may differ from those offered by the Bank directly to its depositors. River is not responsible for negotiating interest rates on your behalf. Interest rates are subject to change. The current interest rate paid on USD in the Interest Account will always be available on our website.

In lieu of interest payments paid by our banking partner, you may receive payments in Bitcoin ("Bitcoin Interest"). Bitcoin Interest is not paid by the Bank. The Bank is providing USD interest in connection with the USD Services only. You expressly acknowledge that conversions of USD Interest into Bitcoin are facilitated by River, as set forth elsewhere in these Terms. USD Interest is generated solely by the Bank on deposits held at the Bank; River does not pool, lend, stake, or otherwise deploy your USD or Bitcoin to generate interest or yield. If you elect Bitcoin Interest, your conversion of Accrued USD Interest into Bitcoin is a spot purchase of Bitcoin that you direct, executed as described in Section 5.10; it is not an investment product, and River pays no yield on Bitcoin.

4.4. FDIC Insurance.

USD in your Interest Account is eligible for FDIC pass-through deposit insurance up to the maximum applicable insurance amount (currently $250,000), subject to the conditions described in this Section. Pass-through insurance protects against the failure of the Bank; it does not protect against a failure of River, and Bitcoin is never FDIC-insured. If you maintain additional funds directly with the Bank in the same insurable capacity in which your Interest

Account is maintained, those amounts may be aggregated with the amount in your Interest Account for purposes of calculating your maximum insurable balance.

Your USD is eligible for pass-through deposit insurance immediately upon placement into the Interest Account, if certain conditions are met. If we provide immediate or early access to funds sent to your Interest Account, there could be a delay between the time that those funds are credited to your Account and when the funds are actually settled with the Bank. During that delay, these pending funds will not be eligible for FDIC insurance if the Bank holding those funds fails. River is not responsible for any insured or uninsured portion of the Interest Account. Deposit insurance may protect your USD funds in the event of a failure by the Bank, but does not protect against a failure by River. Your Bitcoin balance is not insured.

In the event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you. There is no specific time period during which the FDIC must make insurance payments available, and neither River nor the Bank is under any obligation to credit your account with funds in advance of payments received from the FDIC. You may be required to provide certain documentation to the FDIC and River prior to receiving insurance payments.

If you have questions about your FDIC insurance coverage, you may wish to seek advice from an attorney. You may also obtain information by contacting the FDIC directly.

4.5. We may receive fees for the USD Services.

River may receive a fee from the Bank for the provision of the USD Services. The amount of the fee is based on the USD deposit balances on deposit at the Bank and is revenue to River. Upon request, River will provide you with information about River's compensation arrangement with respect to the USD Services and the Bank.

River does not charge any fees to initiate electronic fund transfers in your Account. Your linked external bank account may charge you fees, for which River is not responsible.

4.6. Recurring Deposits

We may, in our sole discretion, offer a recurring deposits feature that allows you to schedule automatic transfers of USD into your User Account. We are under no obligation to offer this feature, and if offered, we may modify or discontinue it at any time, in whole or in part, subject to applicable law. If recurring deposits are made available to you and you opt in, the following terms apply.

By opting in, you authorize River to initiate recurring ACH debits from your designated linked bank account, in the amount you select and on the schedule (such as daily, weekly, bi-weekly, the 1st & 15th of the month, or monthly) or balance-threshold trigger you select, if offered, until you cancel your enrollment. You will be asked to affirmatively confirm this

standing authorization when you opt in, and we will provide you a confirmation that includes the amount of your recurring deposits (or the manner in which the amount is determined), their timing or triggering condition, and instructions for canceling. Recurring deposits are transfers of USD into your User Account and are separate from recurring Bitcoin purchase orders, which are described in Section 5.5.

You may edit, pause, or cancel recurring deposits at any time through the Services, and changes will take effect as soon as reasonably practicable; a debit initiated before your change takes effect may still be completed. You may also revoke your authorization by contacting us at support@river.com. You are responsible for maintaining sufficient funds in your linked bank account to cover each scheduled debit, and Section 6.2 applies to any failed or returned recurring deposit.

4.7. Mobile Check Deposit

We may, in our sole discretion, offer mobile check deposit, also called remote deposit capture, as a way for eligible clients to deposit certain paper checks into your User Account by submitting images of the check through the Services. We are under no obligation to offer mobile check deposit, and if offered, we may modify, limit, or discontinue it at any time, in whole or in part, subject to applicable law. If mobile check deposit is made available to you, the terms in this section apply.

Deposit and banking services in connection with mobile check deposit may be provided by the Bank, Member FDIC. River provides the client-facing service, performs risk and fraud controls, and, as between River and the Bank, is responsible for losses associated with deposited checks. Mobile check deposit may also be governed by a separate End-User Remote Deposit Capture Agreement that you accept; if there is a conflict between that agreement and this section as to mobile check deposit, the End-User Remote Deposit Capture Agreement controls.

If we offer mobile check deposit, it is available only to eligible clients, as determined by River. Eligibility may depend on factors including how long your User Account has been open, your identity-verification status and account standing, your risk assessment, your prior deposit and transaction history, and your state of residence. We may add to, change, or remove these requirements, may make the feature unavailable in certain states, and may limit, suspend, or disable mobile check deposit for any client where we determine it appropriate for risk, fraud, compliance, or operational reasons. If you become ineligible while a deposit is pending, we may hold, reverse, or reject that deposit.

You must endorse and submit checks as we require. You must properly endorse each check before submitting it and must include any restrictive endorsement we require. We may reject, and are not responsible for, any deposit that is not endorsed as required. You must capture clear and complete images of the front and back of the check and provide any information we request. We may require that you submit a live photo of the check

rather than a previously saved image. Submitting check images does not itself constitute a deposit; a check is deposited only when we notify you that we have accepted it.

You make certain representations each time you deposit a check. Each time you submit a check through mobile check deposit, you represent and warrant to River that: you are a person entitled to enforce the check and the check is payable to you; the check is genuine, complete, and has not been altered; the images accurately and legibly represent the front and back of the original check, and all information, including the MICR line and the amount, is accurate; the check has not been, and will not be, deposited, cashed, negotiated, or presented for payment more than once, whether through River or any other person or institution; you have not transferred, and will not transfer, the original check to any other person; the check is of a type we accept and is not otherwise prohibited under these Terms or our accepted-check-types policy; and your deposit does not violate any applicable law. You agree that River may rely on these representations and warranties, and that you are responsible for any loss resulting from their breach.

You must safeguard and dispose of the original check. After we notify you that a deposit has been accepted, you agree to (i) securely retain the original paper check for the period we specify (or, if we do not specify a period, thirty (30) days), marked or voided so that it cannot be deposited again; (ii) not deposit, cash, negotiate, or otherwise present the original check to any other person or institution; and (iii) destroy the original check after that retention period. You are responsible for any loss that results from your failure to safeguard, restrictively endorse, or properly dispose of an original check.

When funds from a check deposit are available. We will make funds from checks you deposit available to you in accordance with applicable law. We may delay the availability of funds from a check (that is, place a hold) to the extent permitted by law, including where: your User Account is a new account; you deposit large-dollar checks; a check you deposit is redeposited after having been returned unpaid; we have reasonable cause to believe a check will not be paid; or we determine a hold is appropriate to mitigate fraud or other risk. Where we are required to do so, we will notify you of the reason for the hold and the date by which your funds will be available.

Deposit limits. River may establish and change limits on mobile check deposit, including per-check, daily, monthly, and aggregate dollar limits, and limits on the number of checks you may deposit in a given period. We may reject any check, in whole or in part, for any reason permitted by law.

Returned checks, reversals, and your liability. A check you deposit may be returned unpaid, or may later be determined to be uncollectible, counterfeit, altered, fraudulent, or a duplicate, even after we have made funds available to you. If that happens, you authorize River to reverse the deposit and to recover the amount of the check, together with any related fees, costs, and losses, first by debiting the USD balance in your User Account and, to the extent that balance is insufficient, by selling or debiting Bitcoin in your Wallet at a

commercially reasonable rate determined by reference to prevailing market prices at the time of the sale (consistent with Section 6.2), in each case without prior notice to you and even if doing so creates a negative balance. We will notify you promptly after any such reversal or recovery. If your balances are not sufficient to cover the reversal — including where you have already converted the deposited funds into Bitcoin or withdrawn Bitcoin on-chain — you remain liable to River for the shortfall, your User Account may reflect a negative balance, and we may pursue collection of the amount owed and refer it to a third party for collection. You acknowledge that Bitcoin transactions are irreversible, that funds withdrawn on-chain generally cannot be recovered, and that this risk is heightened when funds from a check deposit are converted to Bitcoin.

Bitcoin funded by a check deposit is unsettled until the check clears. If you use funds from a check deposit to buy Bitcoin, that Bitcoin is treated as unsettled until the check has cleared and any applicable hold has expired, in the same manner as the settlement period described in Section 6.3. Unsettled Bitcoin will appear in your Total Balance but not in your Available Balance, and is not eligible for sale, withdrawal, or transfer, including on-chain withdrawal, until it settles.

Substitute checks and your rights. In some circumstances you may receive a "substitute check," which is a paper reproduction of an original check. Mobile check deposits, and the return or reversal of deposited checks, are governed by these Terms, the Uniform Commercial Code, and applicable funds-availability law, and are not electronic fund transfers subject to Regulation E.

5. Buying, Selling, Transferring, And Holding Bitcoin

5.1. Risk Disclosure

You acknowledge that the value of Bitcoin can increase or decrease, and that there can be substantial risk of lost value from owning Bitcoin. **Losses due to fraudulent or accidental transactions may not be recoverable, and Bitcoin transactions are irreversible.** Neither Bitcoin nor River is backed or insured by the government, and Bitcoin balances are not subject to Federal Deposit Insurance Corporation (FDIC) protections. You further acknowledge that there is no assurance that a person who accepts Bitcoin as payment today will continue to do so in the future, that the volatility of the price of Bitcoin relative to fiat currency may result in significant loss over a short period of time, and that the nature of Bitcoin may lead to an increased risk of fraud, cyber attack, or loss of access to your Bitcoin.

River will have no responsibility or liability to you or anyone else for any loss in the value of Bitcoin held in your Wallet. Additionally, River assumes no responsibility or liability for unauthorized Bitcoin transactions sent from your Wallet.

5.2. You may buy and sell Bitcoin for U.S. Dollars.

Subject to the eligibility and verification requirements set forth in these Terms, you may buy or sell Bitcoin in exchange for U.S. Dollars ("USD"). We accept transfers of USD into your User Account via Automated Clearing House ("ACH") transfer or wire transfer. We currently do not support the purchase of Bitcoin through credit card, debit card, or any other means.

5.3. We will provide you with a Bitcoin wallet.

Subject to the eligibility and verification requirements set forth in these Terms, we will provide you with a digital wallet to hold Bitcoin (a "Wallet"). You agree and acknowledge that the Wallet only supports Bitcoin, and no other digital currencies. You may not attempt to transfer to or store in your Wallet any other digital currency or any other asset other than Bitcoin. You should verify the details of any Bitcoin transaction prior to submitting it to us. River assumes no responsibility for any violation, or attempted violation, of the foregoing, which may result in loss of assets.

5.4. You own your Bitcoin (special terms apply for North Carolina residents, see section 5.4.1 below).

River does not own or borrow any Bitcoin in your Wallet. Rather, all Bitcoin in your Wallet are custodial assets held by River on your behalf. All Bitcoin assets are held in full reserve and do not earn interest. You have all rights, title, and interest in and to the Bitcoin held by us for your benefit. You have the power to store, sell, or transfer all such Bitcoin. Except as required by law or as otherwise set forth in these Terms, we do not sell, transfer, or otherwise dispose of your Bitcoin without your consent. As the owner, you alone bear all risk of loss, including loss of value, associated with the Bitcoin in your Wallet.

All Bitcoin credited to your User Account will be treated as a "financial asset" under Article 8 of the Delaware Uniform Commercial Code ("Article 8"). River is a "securities intermediary" as used in Article 8 with respect to Bitcoin, and your Bitcoin account is a "securities account" as used in Article 8.

River holds all custodied Bitcoin in full reserve and does not use customer Bitcoin for its own account. In the unlikely event of River's insolvency, your Bitcoin is intended to remain your property as a financial asset credited to your securities account under Article 8 and should not be treated as property of River's estate; however, the treatment of custodied digital assets in an insolvency proceeding involves legal uncertainty, resolution could involve delay and expense, and no insurance (including FDIC insurance) covers your Bitcoin. This disclosure does not modify your ownership rights described above.

Bitcoin that we hold in custody for your benefit is not the property of River, is not subject to the claims of any creditors of River, and is held for you on a full reserve basis. River will not transfer, loan, rehypothecate, pledge or otherwise encumber the Bitcoin in your Wallet, and

will not grant any security interest in such Bitcoin, except as required by law or legal process, or as otherwise expressly set forth in these Terms.

We may hold Bitcoin in one or more omnibus wallets or Bitcoin addresses that hold Bitcoin on behalf of multiple users. Your ownership interest in Bitcoin is reflected in River's books and records, which are the definitive record of your Bitcoin balance. You do not have a right to a segregated on-chain address, or to any specific Bitcoin, unspent transaction outputs (UTXOs), or other identifiable units of Bitcoin.

5.4.1. If you are a North Carolina resident, River will safeguard Bitcoin on your behalf.

If you are a resident of the state of North Carolina, the following terms govern the Bitcoin associated with your User Account, and supersede any inconsistent provisions of this Section 5.4.

When you purchase, deposit, or otherwise acquire Bitcoin in your User Account via the Services, River owes you a debt, payable in Bitcoin, equal to the Bitcoin balance reflected in your User Account. Subject to these Terms, you may instruct River at any time to (i) deliver Bitcoin to an external wallet you designate, in satisfaction (in whole or in part) of River's debt to you, (ii) sell Bitcoin credited to your User Account for USD, or (iii) transfer Bitcoin through other features of the Services. River will honor such instructions in the ordinary course.

You acknowledge that this debt is your sole right with respect to the Bitcoin that River safeguards on your behalf. During the period when River is safeguarding Bitcoin for you in your User Account, River will retain the legal title to the Bitcoin. Bitcoin associated with your User Account is held in full reserve, and River will not lend, pledge, or rehypothecate your Bitcoin. By continuing to use the Services as a North Carolina resident, you acknowledge and agree to the terms of this section.

5.5. You buy Bitcoin from us and sell Bitcoin to us.

When you place an order to buy Bitcoin through the Services, you are requesting to purchase, directly from River, the quantity of Bitcoin indicated on your purchase order at the then-applicable Bitcoin buy-price listed on the Services and on your purchase order. Subject to the requirements set forth in these Terms and as otherwise communicated by us to you, when your order executes, we will sell you Bitcoin from our reserves, credit such quantity of Bitcoin to your Wallet, and debit your designated bank account for the applicable purchase price. When you place a buy order through the Services, you expressly authorize us to initiate a debit entry to your linked bank account for the amount listed in the order, which shall include our transaction fees and any other fees as set forth in these Terms. You are required to maintain an adequate balance in your bank account to cover the fees associated with any Bitcoin you purchase.

Additionally, for recurring orders, you authorize us to execute purchases on your behalf automatically at the interval of your choosing. For Supercharged recurring orders, you authorize River to automatically adjust the amount of your orders by the amount you choose based on the price conditions. You authorize us to initiate a debit entry to your linked bank account to facilitate recurring orders, and you understand that such debits may occur up to one week prior to the scheduled date for your recurring purchase. If you do not have sufficient funds available for your recurring orders, we may make additional attempts to pull funds. You may cancel recurring orders at any time. River may cancel or modify your recurring order for any reason in its sole discretion.

Conversely, when you place an order to sell Bitcoin through the Services, you are requesting to sell, directly to River, the quantity of Bitcoin indicated on your sale order at the then-applicable Bitcoin sell-price listed on the Services and on your sale order.

Subject to the requirements set forth in these Terms and as otherwise communicated by us to you, when your order executes, we will buy such amount of Bitcoin from you, deduct such quantity of Bitcoin from your Wallet, and credit your designated bank account for the applicable sale price.

5.6. We set the Bitcoin price listed on the Services.

We do not make any guarantees or representations as to the accuracy of the Bitcoin price listed on the Services as of any point in time. We determine the buy-price and sell-price of Bitcoin at our discretion based on available market information. River will not be responsible for any differences between the buy-price or sell-price of Bitcoin listed on the Services (a "River Price") and the prices listed on any third-party services. We will notify you of the River Price for a transaction before you execute a buy or sell order.

In certain cases, disruptions to the Services, our trading systems, or other market conditions may result in a transaction where the River Price is materially inconsistent with the prevailing market price. We may consider such a transaction to be clearly erroneous (a "Clearly Erroneous Transaction"). You agree that we may, in our sole discretion, declare a Clearly Erroneous Transaction to be null and void. To the extent that we make such a determination, we will notify you promptly in writing.

5.7. We charge transaction fees.

When you buy or sell Bitcoin using the Services, we charge a transaction fee. Our most updated transaction fees are always listed on the Services. We will also notify you of our fees for any transaction before you execute a buy or sell order, and we will include such fees on the receipt we provide to you after the transaction is complete. By using the Services, you agree that we may collect our transaction fees by reducing them from your Available Balance. Our transaction fees are earned upon execution of your buy or sell order,

and your obligation to pay such fees survives any subsequent cancellation or reversal of the transaction or any failure of the related funding event.

Please note that our fees are subject to change. We will provide you notice of changes in our fees by posting the changes to the Services or otherwise communicate them to you in writing. Your continued use of the Services after the effective date of such change will constitute your agreement to pay the updated fees.

5.8. Bitcoin transactions are not reversible.

Please be advised that Bitcoin transactions are not reversible. As such, once a buy or sell order is completed or is in pending status, it may not be canceled. Similarly, you should exercise caution when making transfers from and to your Wallet, as such transactions cannot be stopped once initiated.

When you or any third party transfers Bitcoin to your Wallet, you must use a Bitcoin address or Lightning Network invoice associated with your Wallet that is provided to you by us. The transferring party (whether you or a third party) shall be solely responsible for executing the transaction properly. River assumes no responsibility for, and shall not be liable to you or any third party, for any lost Bitcoin or other assets as a result of an incorrect Bitcoin address, Lightning Network invoice, inadequate network/miner fees, an attempt to transfer any digital assets other than Bitcoin to your Wallet, or any other improper transfer instructions.

Similarly, when you transfer Bitcoin from your Wallet to an external address, you are solely responsible for ensuring that the recipient is able to receive the Bitcoin and that the instructions you provide to us are accurate. River assumes no responsibility for, and shall not be liable to you or any third party for, any Bitcoin in your Wallet once an outbound transfer is initiated pursuant to your instructions.

5.9. Automatic Withdrawal of your Bitcoin.

When you set up Bitcoin automatic withdrawals, you are requesting to automatically withdraw a portion of or all of your Bitcoin balance (less fees) from a select River account to a Bitcoin address of your choice. You are able to edit or cancel your automatic withdrawals at any time. If you delete your automatic withdrawals, any automatic withdrawal transactions that are pending will continue to execute as they cannot be canceled. If you edit your automatic withdrawals, any automatic withdrawal transactions that are pending will execute according to the updated settings.

The Bitcoin network fees associated with this on-chain Bitcoin transfer will be determined at the time of execution, but will not exceed 3% of your transaction total. When the withdrawal is successfully executed, we will send you a confirmation email with the exact fee deducted from your transaction.

Only settled Bitcoin will be withdrawn; more information regarding the settlement period can be found elsewhere in these Terms.

5.10. Converting Interest to Bitcoin.

If you are eligible for an Interest Account, you may elect to purchase Bitcoin with your accrued interest; instead of USD Interest you will receive Bitcoin ("Bitcoin Interest"). For each day that you accrue USD Interest (the "Accrued USD Interest") from the Bank in your Interest Account, you agree to purchase Bitcoin from River in the amount of the USD Accrued Interest. You authorize the Bank to share with River information about your Accrued USD Interest payments to facilitate such Bitcoin purchases. The applicable buy-price may be a River Price between 4:30 a.m. ET and 6:30 a.m. ET but can vary. River will show you the accrued amount of Bitcoin Interest that was purchased from your Accrued USD Interest in your Account.

The settlement for each purchase of Bitcoin Interest will happen monthly, at the time that your USD Interest would have been paid out. At that time, River agrees to make available to you your accrued Bitcoin Interest. By agreeing to earn Bitcoin Interest, and in consideration for the Bitcoin Interest that is paid to you, you are agreeing to assign your right to receive your USD Interest payment to River. If your Interest Account is closed or terminated, you agree that you will forfeit your right to any unpaid Accrued USD Interest as well as any unpaid accrued Bitcoin Interest, and any such value shall be assigned to River.

We do not charge transaction fees for the conversion of Accrued USD Interest into Bitcoin Interest.

5.11. You may earn Bitcoin Banking Rewards

River may, in its sole discretion, offer eligible clients the opportunity to earn rewards, paid in Bitcoin, for certain qualifying banking activity ("Bitcoin Banking Rewards" or "Banking Rewards" or "Rewards"). We are under no obligation to offer Bitcoin Banking Rewards, and if offered, we may change, limit, suspend, or discontinue the Rewards program, or any reward rate, at any time. If Bitcoin Banking Rewards are made available to you, the terms in this section apply. Qualifying activity consists of (i) conversions of USD to Bitcoin resulting from your direct deposit auto-convert settings, and (ii) conversions of Bitcoin to USD resulting from a Bill Pay transaction or transfer. Rewards are calculated as a percentage of your qualifying activity at the reward rate then in effect; the reward rate, together with any applicable minimum or maximum amounts, will be made available on the Services. Bitcoin Banking Rewards are funded by River. Any change to a reward rate will apply on a going-forward basis and will not reduce Rewards that you have already accrued but that have not yet been paid. In the case that the Bitcoin banking rewards program is suspended or discontinued, accrued rewards will still be paid out for that month. We may also offer additional, promotional, or limited-time reward structures, which may be subject to

separately posted Bitcoin Banking Rewards program terms and to our sole discretion; any such program terms supplement, and are in addition to, these Terms.

Bitcoin Banking Rewards are not interest. They are not paid by the Bank, are not part of the USD Services, and are not insured by the FDIC or any other party. Rewards are earned only on the qualifying activity described above and do not apply to any other Bitcoin transactions, including standard buys, sells, recurring orders, or transfers.

To accrue Rewards on a qualifying conversion, you must meet River's eligibility requirements at the time of that conversion. To receive a payout of accrued Rewards, you must continue to meet River's eligibility requirements at the time of payout. If you do not meet the eligibility requirements at the time of payout, you will not receive the accrued Rewards, and any such value shall be assigned to River. River determines eligibility and may exclude a User Account from earning Rewards if River reasonably determines that the account has been used for fraud, abuse of the Rewards program, or a violation of these Terms, or if required for legal, regulatory, or compliance reasons.

Rewards are earned only on activity that we identify as qualifying at the time it occurs. If activity that would otherwise qualify is not identified as qualifying when it occurs — for example, if a deposit is not recognized as a direct deposit and is therefore not converted to Bitcoin — we are not obligated to pay Rewards on that activity or to award Rewards retroactively.

Rewards accrue over the course of each calendar month and are paid out in Bitcoin at the beginning of the following month, in a manner similar to Bitcoin Interest. To fund your Rewards, River will purchase Bitcoin as your qualifying activity occurs, at the applicable River Price. River will show you the amount of your accrued Rewards in your Account. Rewards are paid out in Bitcoin only, and you may not elect to receive Rewards in USD. Each Rewards payout creates a new tax lot, and its cost basis will be determined in the same manner as Bitcoin Interest. Once paid out, your Rewards are available to withdraw, subject to these Terms.

You must accrue at least the minimum amount of Rewards that River sets from time to time in order to receive a payout. If your accrued rewards total less than 500 sats (0.000005 BTC on a payout date, they carry over and are paid on the next payout date on which they total at least that amount.

Any Rewards amounts shown to you before payout, including accrued, estimated, or lifetime amounts displayed through the Services, are estimates provided for your convenience and are not a guarantee of the Rewards you will receive. We do not guarantee that you will earn any particular amount of Rewards. Our records and calculations of Rewards are controlling, and we may correct errors in the calculation, accrual, display, or

payment of Rewards at any time. In the event of any conflict between the Rewards described in these Terms and any marketing or promotional materials, these Terms control.

If your User Account, or your eligibility to earn or receive Rewards, is closed, terminated, suspended, or restricted before accrued Rewards are paid out, you agree that you will forfeit any unpaid accrued Rewards, and any such value shall be assigned to River. Rewards have no cash value except as expressly provided in these Terms and are not transferable.

In addition to our other rights under these Terms, including our rights to place holds on, restrict, and reverse transactions and balances, we may withhold, reverse, adjust, or reclaim any Rewards that accrue or are paid on a transaction that is later reversed, returned, cancelled, refunded, disputed, or unauthorized, or that we determine to be erroneous or fraudulent, or that results from any attempt to abuse or manipulate the Rewards program, including through round-tripping, transactions with yourself or related accounts, transactions involving cash equivalents, duplicate or multiple accounts, bonus stacking, or other activity designed primarily to generate Rewards. We may remove your User Account from the Rewards program if we detect such activity.

Bitcoin Banking Rewards may have tax consequences for you. You are solely responsible for any taxes that apply to your Rewards. We may treat Rewards as reportable income and report the value of your Rewards to the Internal Revenue Service and other tax authorities, and provide you with any applicable tax forms (such as an IRS Form 1099), as we determine to be required or appropriate. River does not provide tax advice, and you should consult your own tax advisor regarding your Rewards. Your obligations relating to tax certification, information reporting, and backup withholding are further described in the section 6.4.

5.12. Target Price Orders.

River may permit you to request a target price order (a "Target Price Order"), which allows you to specify a price (the "Target Price") at which you would like to buy or sell bitcoin and the amount that you would like to buy or sell. A Target Price Order will result in a buy or sell order being placed on your behalf when the River Price matches your Target Price.

When you request a Target Price Order, River will restrict the USD (in the case of a buy order) or bitcoin (in the case of a sell order) necessary to complete the Target Price Order, including any applicable fees. If you request to fund your Target Price Order via ACH, you authorize River to withdraw funds from your bank account in the amount sufficient to cover your requested Target Price Order and any applicable fees, and to restrict those funds upon receipt.

River cannot guarantee that the Target Price you select will ever be reached. In the event that the Target Price matches the River Price (a "Target Event"), as determined in our sole

discretion, you authorize River to place a buy order or sell order as specified by you in the Target Price Order. You may cancel a Target Price Order at any time prior to a Target Event. A Target Price Order may be canceled by River at any time and for any reason, with no liability to you for any losses incurred as a result of such cancellation. Once a Target Price Order is canceled, any USD or bitcoin that has been restricted in connection with the Target Price Order will once again be available for transactions.

All Target Price Orders are requested at your own risk. Disruptions to the Services, including rapidly shifting prices or third-party outages, may impact River's ability to execute a Target Price Order and may result in the cancellation of your Target Price Order. We are not liable to you in the event that a Target Price Order is not able to be completed upon a Target Event as a result of any such disruptions.

5.13. Sending Bitcoin via River Link.

You may be able to send Bitcoin from your Wallet by sending a third party (the "River Link Recipient") a link that they may use to claim Bitcoin (a "River Link"). Any Bitcoin that you attempt to transfer via River Link will be reserved in your account until the funds are claimed by a River Link Recipient, or until the transfer is canceled. If a River Link is a Cash-Funded Send (Section 5.14), you buy the Bitcoin from River when you create the River Link. A River Link Recipient can claim the Bitcoin associated with a River Link into their own River account or by providing River with a Bitcoin address or a Lightning Network invoice. Bitcoin transactions initiated by you or by your River Link Recipient are subject to the Terms. If the Bitcoin associated with a River Link is not claimed within thirty (30) days of the creation of the River Link, the River Link will be automatically canceled and the associated Bitcoin will be made available in your User Account. If a River Link that is a Cash-Funded Send is canceled or expires, the Bitcoin bought stays in your Wallet, subject to settlement holds. This does not by itself reverse the purchase or refund its fee (Section 5.7).

You acknowledge that the Bitcoin associated with a River Link could be claimed by anyone with access to the link, and you agree that you are solely responsible for ensuring that a River Link is only accessed by your intended River Link Recipient. You further agree that we will not be liable for any loss or harm that you incur related to any River Link. You may cancel a River Link at any time prior to the redemption of Bitcoin from the River Link by a River Link Recipient.

5.14. Cash-Funded Bitcoin Sends.

You may fund a Bitcoin send with your USD balance or a linked bank account (a "Cash-Funded Send"). When you confirm a Cash-Funded Send, you buy from River the Bitcoin needed for the send ("a Cash-Funded Send Purchase" or "Purchase"), including any network fee, at the River Price (Section 5.6), and instruct River to send that Bitcoin to the destination you choose, including by River Link. Our transaction fee and any network fee apply, and we show them before you confirm. If a River Link Recipient claims to an external

Bitcoin address or Lightning invoice, the network fee for that claim is shown to the River Link Recipient and deducted from the amount claimed.

The amount available for a Cash-Funded Send may be less than your balances, to allow for fees and price changes. If you choose a maximum send, fees are deducted from the amount sent, and we show that amount before you confirm. Cash-Funded Sends are subject to the limits in Section 6.3 and any other limits River sets, and River may decline any Cash-Funded Send.

Some Cash-Funded Send Purchases may stay pending before the send starts. A pending Cash-Funded Send Purchase executes at the River Price shown when you confirm. If a pending Purchase is rejected or canceled, nothing is bought or sent, and you are not charged. If the Cash-Funded Send Purchase completes but the send does not, the Bitcoin bought stays in your Wallet, subject to settlement holds and other account restrictions. This does not by itself reverse the Purchase or refund its fee (Section 5.7), and you bear any change in the Bitcoin's value.

If the USD transfer funding a Cash-Funded Send is returned or reversed, you remain responsible for the full amount of the Cash-Funded Send, including fees, as described in Sections 6.2 and 6.7, even if the Bitcoin has already been sent. If the Bitcoin has not yet been sent, or a River Link has not yet been claimed, River may cancel the send or the River Link. River recovers the amount owed from your USD balance first and recovers Bitcoin only for any shortfall, unless River reverses the purchase in full, as described in the Cost Basis Methods Standard Terms and Conditions. A Cash-Funded Send uses the Bitcoin bought for it for cost basis purposes, as described in the Cost Basis Methods Standard Terms and Conditions.

6. Additional Account Terms.

6.1. We may collect third-party fees.

In addition to our fees, we may also charge third-party fees related to the execution of a wire or a Bitcoin transaction. We will calculate such third-party fees at our discretion, although we will always notify you of the fee at or before the time you authorize the transaction. You agree that we may collect such third-party fees by reducing them from your Available Balance. For a completed Lightning send, we charge the maximum routing fee shown before you confirm. The routing fee ultimately charged may be lower depending on how the Lightning Network routes the payment. Any difference is nonrefundable.

6.2. You are responsible for maintaining adequate funds in your bank account.

If you do not have sufficient funds in your bank account to cover a transaction you initiate through the Services, or in the event of a returned transaction, we may take any action we deem necessary and appropriate, including reversing the transaction, if possible, or withdrawing Bitcoin or USD from your User Account to cover the cost of the transaction and any fees or losses incurred by us as a result of insufficient funds or any returned transaction. If we reclaim or sell Bitcoin in connection with a failed, returned, or reversed funding event, we will determine the applicable exchange rate in a commercially reasonable manner, by reference to prevailing market prices at the time of the reclamation. If you fail to pay any amounts owed to us, we may refer your outstanding amounts to a third party for collection.

6.3. Your User Account may be subject to certain limitations.

In order to detect money laundering, fraud and other criminal activity, we may impose certain limitations on your User Account and your ability to buy, sell, and transfer Bitcoin. These may include, but are not limited to, the following measures:

- Subject to these Terms, you may purchase Bitcoin after registering a User Account and submitting the required information but before we have verified your identity. However, you may not execute any other transactions, including transferring Bitcoin into and out of your Wallet or selling Bitcoin, until we have verified your identity consistent with these Terms. If we are unable to verify your identity after you have completed a purchase, we may cancel the purchase and unwind the transaction by selling the Bitcoin at a commercially reasonable rate determined by reference to prevailing market prices at the time of sale, and returning the resulting USD, less applicable fees and any losses incurred by us, to the funding source from which the purchase was made, subject to applicable law and our BSA/AML obligations.
- We may impose limits on the amount of Bitcoin you can buy or sell in a given period. Your transaction limits may vary depending on a number of factors, including the verification steps you have completed. We reserve the right to change applicable limits as we deem necessary in our sole discretion.
- Any transfer of USD to your User Account will be subject to a settlement period to ensure that the transaction was not fraudulent. During this settlement period, any Bitcoin that you buy with these funds will appear in your "Total Balance," but it will not be reflected in your "Available Balance" (i.e. the amount of Bitcoin that is eligible for withdrawal or transfer). Therefore, you may not be able to withdraw or transfer unsettled USD or Bitcoin during the settlement period. River may let you withdraw or send a limited amount of unsettled USD or Bitcoin, including through a Cash-Funded Send, based on factors such as your instant withdrawal eligibility and settled balances. This does not change Section 4.7, which governs funds from a mobile check deposit and Bitcoin purchased with those funds.

- We may further limit your ability to withdraw or transfer Bitcoin or USD. We reserve the right to cancel or reverse any transaction, even after funds have been debited from your bank account or Bitcoin has been received by us.

6.4. You are solely responsible for any taxes.

Your purchase and sale of Bitcoin may be subject to certain tax obligations. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your User Account.

Your account has a sell cost basis method and a send cost basis method. Unless you select a different method, River uses First In, First Out (FIFO) for sells and Last In, First Out (LIFO) for sends. For sells, River uses tax lots with a known cost basis first, then tax lots with a zero cost basis, then tax lots with an unknown cost basis. For withdrawals and other sends, River uses tax lots with an unknown cost basis first, then tax lots with a zero cost basis, then tax lots with a known cost basis. Some transactions use specific tax lots or a fixed method instead of your selected method. The Cost Basis Methods Standard Terms and Conditions describe how River applies each method and form part of these Terms.

You agree to provide us, upon request, with a properly completed IRS Form W-9 or other applicable taxpayer certification or documentation, certifying, among other things, your taxpayer identification number and whether you are subject to backup withholding. You agree to promptly notify us if the certification that you have provided becomes inaccurate. We may report information about your User Account and your transactions to the Internal Revenue Service and to other tax authorities as required by law (including on IRS Form 1099-DA), and we may withhold from any payment or proceeds any amounts required by law, including backup withholding.

If you fail to provide any tax documentation or certification that we request, or if you are or become subject to backup withholding, we may, in our sole discretion: refuse to open a User Account for you; restrict, suspend, or terminate your User Account; decline to process any transaction; and/or withhold amounts from proceeds or payments otherwise due to you and remit them to the applicable tax authority. River will have no liability to you for any reporting, withholding, restriction, or refusal of service undertaken in good faith under this Section.

6.5. We may be required to report and transfer unclaimed Bitcoin or USD to authorities.

If your User Account is closed or becomes inactive, we may be required to report any remaining Bitcoin or USD in your User Account to the authorities after the passage of applicable waiting periods specified by law. If this occurs, we may attempt to contact you at the email or mailing address we have on file for you. If we are unable to contact you after a

reasonable amount of time, we may be required to deliver such Bitcoin or USD to the authorities.

6.6. Our obligations in the event of your death.

If you have agreed to a Transfer on Death Authorization and Agreement ("TODAA") and we receive notice of your death, we will attempt to distribute your account to your designated beneficiaries consistent with the terms of your TODAA. These Terms will neither supersede not affect your acceptance of the TODAA. In addition to other requirements set forth in your TODAA, your beneficiary(ies) will be required to agree to the Terms.

If you have not agreed to a TODAA and we have reason to believe that you have died (including if we receive legal documentation of your death), we will suspend your User Account. We may also take steps to investigate, including through third parties, whether you have died. If we reasonably determine that you have died, any Bitcoin or USD in your User Account will be held until your designated fiduciary creates a new User Account and undergoes our verification procedures set forth in these Terms. You agree that your fiduciary may not access your Bitcoin or USD unless and until he or she creates a new User Account. We reserve the right, at our sole discretion, to effect the transfer of the value in your User Account to your fiduciary by selling any Bitcoin in your User Account and transferring the USD proceeds to your fiduciary. If you have not designated a fiduciary on your User Account, we may either require an order designating a fiduciary from a court having competent jurisdiction over your estate or otherwise determine a fiduciary entitled to inherit your Bitcoin or USD based on our review of your will, trust, or other legal documentation.

6.7. Negative balances and our right of setoff.

If your User Account balance becomes negative for any reason, including as a result of a returned, reversed, failed, or charged-back deposit or transfer, or any other losses we incur in connection with your use of the Services, the amount of the negative balance is a debt that is immediately due and payable by you to River. You grant River the right to set off any amounts you owe to us against any USD or Bitcoin held in any User Account that you maintain with us.

You authorize us, without prior notice to you, to: (a) debit USD from your User Account; (b) sell or liquidate Bitcoin in your Wallet at the then-current River Price in an amount sufficient to satisfy the amounts you owe (and you acknowledge that you are responsible for any tax consequences of any such sale); (c) initiate or re-initiate debits to your linked bank account consistent with your prior authorizations and applicable payment network rules; and (d) restrict your User Account, in whole or in part, until all amounts owed to us have been repaid. If we are unable to recover the amounts you owe us, we may refer the debt to a third party for collection, and you agree to pay our reasonable costs of collection to the extent permitted by law.

6.8. We may place holds on, restrict, or reverse transactions and balances.

In addition to the other rights described in these Terms, we may, in our sole discretion and without prior notice, place a hold on, restrict, suspend, defer, or decline any transaction, deposit, withdrawal, transfer, or payout, or restrict your access to some or all of the USD or Bitcoin in your User Account, where we believe that it is prudent or necessary to do so, including where: (i) we suspect that a transaction or your User Account involves fraud (whether by you or a third party); (ii) we believe that your User Account has been compromised or that a transaction was not authorized by you; (iii) a deposit or other funding transaction is or may become subject to a reversal, return, chargeback, or claim of error; (iv) we are required to do so by law, legal process, a court order, a regulator, our banking partners, or our internal policies and procedures; (v) there is a dispute concerning the ownership or control of your User Account; or (vi) we believe that such action is necessary to protect you, River, or third parties from financial harm.

Holds and restrictions under this Section may remain in place for as long as reasonably necessary for us to complete our review or to comply with our legal obligations. Certain restrictions, including those set by River's ForceField product, may remain in place indefinitely if we believe, in our sole discretion, that risks related to your account may be ongoing. We may determine the order in which we process transactions. Before releasing funds to you, we may require you to complete additional verification, and we may require that withdrawals be made to a bank account that we approve, including a bank account that has not been previously linked to your User Account. We will have no liability to you for any hold, restriction, reversal, delay, or refusal under this Section, including for any change in the value of Bitcoin during the pendency of any hold or restriction.

6.9. We comply with legal process.

We may respond to and comply with any subpoena, warrant, levy, garnishment, attachment, court order, or other legal process that we believe in good faith to be valid. Upon receipt of legal process, we may hold, restrict, or remit the USD or Bitcoin in your User Account as we determine to be required, including by selling Bitcoin at the then-current River Price where remittance in USD is required, in each case without liability to you. We are not required to contest any legal process on your behalf, we may comply without notice to you where we determine that notice is not required or is prohibited, and we may charge your User Account for our reasonable costs of responding to legal process to the extent permitted by law.

7. Our Intellectual Property Rights

The Services contain important and proprietary property owned by us, including software, that constitutes our trademarks, trade secrets and other intellectual property. Nothing in these Terms shall be construed as a conveyance of any ownership right or title in or to our property. We only grant you a limited, nonexclusive, non-transferable, non-sublicensable,

and revocable license to use the Services for the purposes permitted by these Terms, and only for as long as you are permitted to access the Services.

The Services, including any images, illustrations, posts, audio clips, photographs, editorial content, notices, software (including html-based computer programs), and other content related to the Services, are the property of River and its affiliates, or are the property of a third party who has granted River permission to use such material, and in any case are protected from unauthorized copying and dissemination by copyrights that are owned or licensed by River and by copyright law, trademark law, international conventions and other intellectual property laws. All logos or product names are trademarks or registered trademarks of their respective owners. You may not reproduce, perform, create derivative works from, republish, upload, post, transmit, distribute, decompile, reverse-engineer, disassemble, or otherwise convert in any way whatsoever any materials from the Services without our prior written permission. Nothing contained on these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Services or any information displayed on the Services except: (a) as expressly permitted by these Terms or (b) with the prior written permission of River or such third party that may own the trademark or copyright of information displayed on the Services.

8. Services Beyond Our Control

River is not responsible for, makes no guarantees about, and assumes no liability for, any services beyond our reasonable control. These may include, but are not limited to, the following:

- Any third-party sites or services that are integrated with the Services. Such third parties include, without limitation, vendors that assist us with verifying the identity of our users, enabling transactions, and otherwise providing the core functionality of the Services.

- Any third-party websites and businesses that are referenced in the Services. You acknowledge and agree that we are not responsible for the accuracy, content, or functionality of the services or information provided on or by such third-party websites or businesses. Nothing on the Services shall be considered an endorsement, representation, or warranty of anything contained in such third-party communications, including all products or services advertised therein, if any.

- The underlying software protocols that govern the operation of Bitcoin. You acknowledge that River has no control over the Bitcoin protocol and cannot guarantee its functionality; that the Bitcoin subject to forks and other changes to the underlying protocol that may impact the value and functionality of the Bitcoin in your Wallet; and that you understand all of the risks associated with holding Bitcoin as an asset. In the event of any fork in the Bitcoin protocol, River may take any action it

deems necessary, in its sole discretion, in connection with such fork. You understand that, as a result, River may choose to disregard any forked assets and that you may not be entitled to receive such assets.

- The banking rails used to transfer USD, including the ACH network, FedWire, FedNow, RTP, and any other interbank payment rails used to process transfers in connection with the Services. You acknowledge that River has no control over the Federal Reserve Banks or these payment networks, nor does River have control over the timing, completion, or settlement of a transfer once it has been transmitted. Outages, delays, errors, fraud, or other actions or omissions of an operator, a counterparty institution, or another participant in a payment network may impact the availability or finality of funds.

9. Restrictions on your use of the Services

9.1. You may only use the Services for its intended purpose.

You represent and warrant that your use of the Services does not and will not conflict with any pre-existing obligation in conflict or in any way inconsistent with the provisions of these Terms. You may only use the Services for its intended purpose, and not for any other purpose. Any non-permitted use of the Services, as determined in our sole discretion, shall be grounds for immediate termination of these Terms and immediate termination of your use of, and access to, the Services. You are only entitled to access and use our Services for lawful purposes.

9.2. You may not engage in prohibited conduct.

You covenant and represent that you will not use the Services to engage in, or aid or abet in, the violation of any law, statute, ordinance, or regulation. These include, without limitation, violation of any sanctions programs administered in any jurisdiction in which we operate (such as the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC")).

Without limiting the generality of the foregoing, you may not use the Services in connection with any of the following businesses or activities:

- Intellectual property or proprietary rights infringement: sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; any product or service that directly infringes or facilitates infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party;
- Counterfeit or unauthorized goods: sale of counterfeit goods; unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported;

- Gambling or games of skill: lotteries; bidding fee auctions; sports forecasting or odds making for a monetary or material prize; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance including legal or illegal forms of gambling, internet gambling, sweepstakes and contests with a buy-in or cash prize; charity sweepstakes and raffles for the explicit purpose of fundraising;
- Soliciting, selling or offering for sale regulated or illegal products or services: cannabis dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online pharmacies; prescription-only products including card-not-present pharmaceuticals; peptides and research chemicals; fake references or identification services; age-restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis; goods or services, the sale of which is illegal under applicable law in the jurisdictions to which your business is targeted or directed;
- Adult content and services: pornography and other obscene materials depicting nudity or explicitly sexual acts; sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features; adult toys; adult video stores and sexually oriented massage parlors; gentleman's clubs, topless bars, and strip clubs; sexually oriented dating services;
- Unfair, predatory or deceptive practices: investment opportunities or other services that promise high rewards; sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers; platforms that facilitate the publication and removal of content (such as mug shots), where the primary purpose of posting such content is to cause or raise concerns of reputational harm;
- Aggregation: engaging in any form of licensed or unlicensed aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds; payment facilitation;
- Drugs and drug paraphernalia: sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs;
- Multi-level marketing: pyramid schemes and multi-level marketing;
- Pseudo pharmaceuticals: nutraceuticals, pseudo-pharmaceuticals and other products that make health claims that have not been approved or verified by the Food and Drug Administration (or equivalent applicable local and/or national regulatory body); or
- High risk businesses: any other businesses that we believe poses elevated financial risk, legal liability, or violates the policies of our banking partners.

In addition to the above, you may not engage in any of the following activities on the Services:

- Violating the rights, including intellectual property rights, of others;
- Activities that could be harmful to minors;
- Harassment of others;
- Transmission of "junk mail" or unsolicited mass mailing or "spam" or harvesting;
- Abusive, threatening, obscene, defamatory or libelous conduct;
- Soliciting passwords or personally identifiable information for unlawful purposes from other users of the Services;
- Using any robot, spider, other automatic device, or manual process to monitor, copy, or "scrape" web pages or the content contained in the Services or for any other unauthorized purpose without our prior written consent;
- Using any device, software, or routine to interfere with, or attempt to interfere with, the proper working of the Services;
- Decompiling, reverse engineering, or disassembling the software underlying the Services or attempting to do so; or
- Taking any action that imposes an unreasonable or disproportionately large load on the Services or our hardware and software infrastructure or that of any of its licensors or suppliers.

9.3. Certain activities require our consent.

You may not use the Services to engage in any of the following activities or businesses without our prior written consent, which we may withhold in our absolute discretion:

- Money and legal services: financial institutions, money transmitters and money services businesses (including, without limitation, selling or offering gift cards, prepaid cards, in-game currency unless the merchant is the operator of the virtual world), digital currency transmitters, check cashing, wire transfers, money orders; currency exchanges or dealers; bill-pay services; crowdfunding; insurance; bail bonds; collections agencies; law firms collecting funds for any purpose other than to pay fees owed to the firm for services provided by the firm (e.g., firms cannot use the Services to hold client funds, collection or settlement amounts, disputed funds, etc.);
- Investment & credit services: securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; investment services; real estate opportunities; lending instruments;
- Charitable organizations: Accepting donations or otherwise operating a charitable nonprofit organization (including a religious organization); or
- Gaming: Operating games that are not defined as gambling by law, but which require an entry fee and award a prize.

9.4. You must comply with sanctions and export control laws.

You represent and warrant that you are not: (a) the subject or target of any sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, or any other applicable sanctions authority, including by designation on OFAC's List of Specially Designated Nationals and Blocked Persons; (b) located, organized, or resident in any country or territory that is the subject of comprehensive sanctions; or (c) owned or controlled by, or acting on behalf of, any person described in (a) or (b). You may not access or use the Services from any such country or territory, and you may not use any tool or technique to obscure or misrepresent your location for the purpose of circumventing this restriction.

We may block, reject, freeze, or place a hold on any transaction, USD, or Bitcoin as we determine to be required by applicable sanctions or export control laws. You acknowledge that any such hold may be indefinite, that we may be legally prohibited from returning the affected assets to you or from disclosing to you the reason for our actions, and that we will have no liability to you for any action we take in good faith to comply with sanctions or export control laws.

10. Termination

10.1. We may terminate your access to the Services.

We reserve the right to take action to limit or prevent your access to our Services if we, in our sole discretion, determine that limiting or preventing your access to our Services is necessary or advisable. Circumstances in which we may limit or prevent your access to our Services include, but are not limited to, if we deem that such action is necessary based on: (i) your use of the Services in a way that is unlawful or would potentially expose us to liability; (ii) disruption of the Services by you to others; (iii) your violation of these Terms or our Privacy Policy; (iv) your violation of any applicable laws, rules, regulations, and agreements that may apply to you; and (v) your use of the Services in a way that could cause harm to any person or entity. Such action may include, without limitation, reversing any transaction, suspending your User Account, or terminating your access to the Services altogether.

We will take reasonable steps to notify you of termination by email via your User Account. We are under no obligation to disclose the details of our decision to limit or terminate your access to the Services.

Any pending transactions at the time of termination may be canceled, reversed, or settled, in our sole discretion. Bitcoin or USD that we are holding for you at the time of termination may be made available to you to withdraw, in our sole discretion and subject to other conditions in these Terms, or we may require you to link a new bank account or take other steps to withdraw such funds. To protect River against the risk of reversals, chargebacks,

claims, fees, fines, penalties or other liability, we reserve the right to hold your funds at our discretion.

10.2. You may terminate this Agreement.

If you would like to terminate this legally binding agreement with River, you must contact us at support@river.com to deactivate your User Account. We may request certain information and/or documentation to verify your request to deactivate your User Account. Upon any termination of this Agreement, whether by you or by us, you must discontinue any further use of the Services. Once deactivated, you may request to re-activate your User Account. We reserve the right, in our sole discretion, to determine whether to re-activate your User Account. Please note that even if you terminate your User Account, we may retain information about you consistent with our BSA/AML obligations and our Privacy Policy.

10.3. Certain parts of these Terms will continue after termination.

Notwithstanding any termination of these Terms, any provision of these Terms that by its nature and context is intended to survive its termination will so survive. These include, without limitation, provisions related to limitation of our liability, disclaimer of warranties, our intellectual property rights, indemnity and dispute resolution (including your agreement to arbitrate any disputes).

11. LIMITATION OF LIABILITY; DISCLAIMERS; INDEMNIFICATION

11.1. River does not provide investment or other advice.

RIVER DOES NOT PROVIDE ANY INVESTMENT, FINANCIAL, TAX, LEGAL OR OTHER PROFESSIONAL ADVICE. NO FEATURES, TOOLS, OR INFORMATION AVAILABLE THROUGH THE SERVICES SHOULD BE CONSTRUED AS ADVICE. WE ENCOURAGE YOU TO CONSULT WITH THE APPROPRIATE FINANCIAL AND TAX ADVISORS TO UNDERSTAND THE IMPLICATIONS OF BUYING, SELLING AND HOLDING BITCOIN. YOU UNDERSTAND THAT BUYING, SELLING AND HOLDING BITCOIN CARRIES RISK. YOU AGREE TO USE THE SERVICES TO HOLD AND TRANSACT IN BITCOIN AT YOUR SOLE RISK.

11.2. You assume the risk of using the Services.

RIVER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED (SEE BELOW), AS TO THE CONTENT OR OPERATION OF THE SERVICES OR OF THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

11.3. The Services are provided “as-is” and without any warranty.

WE ARE MAKING THE SERVICES AVAILABLE “AS IS” AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS

OR IMPLIED, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM THE USE OF, OR INABILITY TO USE, THE SERVICES. WE DO NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. RIVER MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICES IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

11.4. Our liability to you is limited.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM OR RELATED TO ANY OF THE FOLLOWING: ANY HARM OR DAMAGE CAUSED BY, OR OTHERWISE RELATED TO, YOUR RELIANCE ON INFORMATION PROVIDED THROUGH THE SERVICES; ANY LOSS OR UNAUTHORIZED DISCLOSURE OF DATA; ANY HARM OR DAMAGE CAUSED BY, OR OTHERWISE RELATED TO, YOUR USE OF OR INTERACTION WITH ANY SERVICES OFFERED THROUGH THE SERVICES; AND ANY VIOLATIONS OF APPLICABLE LAWS, RULES, REGULATIONS, AND OTHER AGREEMENTS. THIS LIMITATION SHALL APPLY REGARDLESS OF THE LEGAL THEORY OR FORM OF ACTION.

IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SERVICES EXCEED THE GREATER OF ONE HUNDRED DOLLARS ($100.00) AND THE FEES THAT YOU HAVE PAID TO US IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES OR CAUSES OF ACTION, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

11.5. You agree to indemnify us.

In the event that any third party brings a claim against us related to your use of the Services or the use of your User Account (a “Claim”), you agree to indemnify, defend, and hold us and our agents harmless from and against any and all third party claims, losses, liabilities, damages, and/or costs (including reasonable attorneys’ fees and costs) relating to such Claim. We will notify you promptly of any such Claim and will provide you with reasonable

assistance, at your expense, in defending any such Claim; provided, however, that our failure to so notify you shall not relieve you of your indemnity obligations with respect to such Claim, but instead shall reduce those obligations by the amount of damages or increased costs and expenses attributable to our failure to give notice. We reserve the right to approve counsel retained by you, to take control of the defense (at our expense), and to participate in the defense of any Claim (at our expense) for which indemnity is required. You may not settle any Claim without our prior consent.

12. Transaction Information and Disputes

12.1. Your Receipts and Account Statements.

Transaction activity can be found on the Activity page in your Account. You also have the right to receive a monthly account statement, which is viewable on the Documents page in your Account.

12.2. You must follow our complaint process.

If you have questions or concerns related to the Services, please contact our support team. If our support team is unable to resolve your concern, you must send us a formal, written complaint. Please include a description of your complaint, the resolution you are seeking, and any other relevant information. If you do not follow the formal complaint process described above before seeking arbitration or other legal action, we may seek to dismiss your claim. We will investigate your complaint within a reasonable period of time.

12.3. You must notify us of Errors related to your Account.

Certain USD transfers and actions in your Account may be subject to Regulation E. Terms detailed in this section shall have the same meaning as used in Regulation E.

If you believe that there are errors on your Account, email us at support@river.com, or call us at (888) 801-2586, or write to us at 2261 Market Street, STE 22113, San Francisco, CA 94114. Contact us as soon as you can if you think that your receipt or statement is wrong or if you need more information about a USD transfer listed on a receipt or statement. We must hear from you no later than sixty (60) days after we sent the first statement on which the error appeared.

If you report an error orally, we may require that you send it to us in writing within 10 business days. Describe the error or USD transfer that you are unsure about, and explain as clearly as you can why you believe that it is an error, including the dollar amount of the suspected error. We will determine whether an error occurred within 10 business days after we hear from you, and will correct any error promptly. If we need more time, we may take up to 45 days to investigate; if we decide to take additional time we will credit your Account within 10 business days for the amount that you think is in error, so that you will have the money during the time that it takes us to complete our investigation.

For errors involving new accounts, we may take up to 90 days to investigate your complaint or question and we may take up to 20 business days to credit your Account for the amount that you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

12.4. You may be liable for Errors that you do not report to us.

Tell us AT ONCE if you believe your password has been compromised or if an unauthorized USD transfer (an "Unauthorized Transfer") has been made from your Account without your permission. If you tell us within two business days after you learn of the loss or theft of your password, you can lose no more than $50 if someone initiated an Unauthorized Transfer from your Account.

If you do NOT tell us within two business days after you learn of the loss or theft or your password, or after you learn of an Unauthorized Transfer, and we can prove that we could have stopped someone from using your Account without your permission if you had told us, you could lose as much as $500.

If your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking your funds if you had told us in time.

If you have a Business Account, you may be liable for all Unauthorized Transfers, regardless of when you report activity to us. Additionally, this section does not apply to Bitcoin transfers, which cannot be returned or recovered. This section does apply to the USD transfer that funds a Bitcoin purchase, including a Cash-Funded Send (Section 5.14), to the extent required by Regulation E. Certain actions are not considered Unauthorized Transfers, including giving someone else access to your Account, initiating transfers in your Account at someone else's direction, and/or if you, or someone you are working with, is acting with fraudulent intent.

12.5. You may have the right to stop payments.

If you have told us in advance to make regular electronic fund transfers out of your Account, you can stop these payments by contacting us at least three business days from the date of the scheduled transfer. To cancel authorizations or to request a stop payment, you can email us at support@river.com, or call us at (888) 801-2586, or write to us at 2261 Market Street, STE 22113, San Francisco, CA 94114. We will attempt to stop or cancel any transfer ahead of the scheduled date, but we are not responsible for any failure to honor such a request if it is received within three business days of the scheduled transfer.

13. Electronic Signature and Delivery of Communications

13.1. You agree to receive electronic communications, and to use electronic signatures.

By agreeing to these Terms, you consent to receiving all communications, agreements, disclosures, and notices related to your use of the Services electronically, whether delivered by River or by or on behalf of our banking partners, including the Bank. These may include, but are not limited to, your consent to these Terms, any updates to these Terms and our Privacy Policy, the agreements, disclosures, and notices of our banking partners (including the Bank's agreements and privacy policy, where applicable to you), details and notices about your User Account and transactions, and any other disclosures and notices. We will communicate all electronic disclosures to you by posting them on the River website or via email at the address associated with your User Account, and are deemed received as of the time and date sent by River. We may also use electronic signatures and obtain them from you.

Your consent covers our banking partners. Your agreement to receive electronic communications and to use electronic signatures also applies to all communications, agreements, disclosures, and notices provided by, or entered into with, our banking partners (including the Bank, Member FDIC), whether those documents are presented to you directly by the banking partner or by River on the banking partner's behalf. Such documents may include, without limitation, any deposit account or cash account agreement, account disclosures, fee schedules, and privacy notices. As a result, you are asked to consent to the use of electronic records and electronic signatures only once, and that single consent satisfies the requirements of the federal ESIGN Act and applicable state law for both your agreements with River and your agreements with our banking partners. The system requirements, your right to request paper copies, and your right to withdraw consent described in this Section apply equally to electronic records and electronic signatures provided in connection with our banking partners.

Your electronic signature is legally binding. You agree that your electronic actions, including clicking "I Agree," "Continue," checking a box, entering your name, or otherwise indicating your assent through the Services, constitute your electronic signature and have the same legal force and effect as a handwritten signature. You intend (i) your electronic signature to be an electronic signature under the federal ESIGN Act and applicable state law; (ii) to be bound by these Terms and any other document you sign electronically; and (iii) that these Terms and such documents may be entered into, signed, and maintained as electronic records.

13.2. System requirements and changes to system requirements

To access documents electronically, you will need to have access to the River website and your email address using an Internet-connected device and a compatible web browser with cookies enabled. You may retain documents in paper form by printing them using a printer, or electronically by saving them to a hard drive or cloud storage with sufficient space.

To access and retain electronic communications, you will also need a current web browser that supports cookies and encryption, and the ability to view, and to print or save, documents in HTML and PDF formats.

By consenting to electronic communications, you confirm that you are able to access and retain electronic records in these formats and that the email address you have provided is valid and accessible to you.

If we change the hardware or software requirements needed to access or retain electronic communications, and the change creates a material risk that you will not be able to access or retain a communication, we will provide you with a statement of the revised requirements and the right to withdraw your consent without the imposition of any fee.

You agree to keep your email address updated at all times. You may update your contact information by logging into your User Account and updating the information in your account settings page.

13.3. Withdrawing Consent

If you wish to withdraw your consent to receiving electronic disclosures, you must contact us at support@river.com, in which case we may deactivate your User Account and terminate your access to the Services, as described above. If we choose to provide communications to you by mail, we may charge you additional fees.

13.4. You may receive text messages from us.

By providing us with a phone number, either when you sign up for a User Account or when you update your contact information, you consent to receiving text (SMS) messages from us. Such communications may include, but are not limited to, verification codes, two-factor authentication messages, and account security notifications.

Message frequency varies based on your account activity. Standard message and data rates may apply depending on your mobile carrier and plan.

If you are experiencing issues with SMS, you can reply “HELP” or you can get help directly by contacting our support team at support@river.com or (888) 801-2586.

You may opt out of text messages at any time. After you send the SMS message "STOP" to us, we will send you one final confirmation message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us.

River and mobile carriers are not liable for delayed or undelivered messages.

14. Geographical Notices

River makes no claim that the Services are appropriate or may be used outside of the United States. If you access the Services from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

15. How to Contact Us

If you have any questions about these Terms or our Services, please feel free to contact us:

- By email at support@river.com;
- By phone at (888) 801-2586; or
- Write to us at River Financial Inc., 2261 Market Street, STE 22113, San Francisco, CA 94114.

16. Arbitration and Other Terms

16.1. You and River agree to arbitrate any disputes.

If we are unable to resolve your complaint through the process described above, you agree to resolve any dispute, claim, or controversy with River arising out of or relating to your use of the Services, regardless of the legal theory, in the following manner. First, we both agree to attempt in good faith to resolve the dispute through mediation administered by JAMS.If you are an individual using the Services for personal, family, or household purposes, River will bear the costs of any such mediation; otherwise, the costs of mediation will be divided equally between you and River. Second, if the dispute is not resolved through informal resolution and mediation, we both agree to participate in binding arbitration administered by JAMS. The arbitration will be conducted before a single arbitrator in accordance with the JAMS rules then in effect (including, where you are an individual consumer, the JAMS Consumer Arbitration Minimum Standards), and may be conducted by videoconference or, at your election if you are an individual consumer, in the county where you reside or on written submissions.

Either you or we may bring a lawsuit solely for injunctive relief without first engaging in the dispute resolution process described above. Either you or we may also elect to pursue a dispute in local small-claims court rather than through arbitration so long as the matter remains in small claims court and proceeds only on an individual basis.

We both agree that, in the event of arbitration, or in the event of a lawsuit as permitted by this Section or otherwise, the prevailing party shall be entitled to costs and fees (including reasonable attorneys' fees) , except that if you are an individual using the Services for personal, family, or household purposes, you will not be required to pay River's costs or fees except as permitted by applicable law and the JAMS Consumer Arbitration Minimum Standards. If you are an individual using the Services for personal, family, or household purposes, your responsibility for JAMS filing, administrative, and arbitrator fees, in the aggregate, will not exceed $250, and River will bear all remaining JAMS fees and costs; if you are a Business Account holder, the party initiating the arbitration is responsible for the applicable filing fee and the arbitrator's fees shall be allocated in accordance with the applicable JAMS rules.

Arbitration pursuant to this Section shall be confidential, and neither you, nor River, nor the arbitrator may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

To the fullest extent permitted by applicable law, if twenty-five (25) or more demands for arbitration are filed against River that raise similar claims or arise out of similar facts, and counsel for the parties bringing the demands are the same, affiliated, or coordinated (a "Mass Filing"), the following procedures will apply notwithstanding anything to the contrary in this Section: (a) if JAMS has published rules, procedures, or guidelines applicable to mass arbitrations, those rules, procedures, and guidelines shall govern the administration of the Mass Filing to the extent not inconsistent with this Section; (b) you and River shall each select up to ten (10) demands from the Mass Filing to proceed to arbitration first (the "Bellwether Arbitrations"), and all other demands that are part of the Mass Filing shall be held in abeyance, shall not be deemed filed, and shall not give rise to any obligation to pay arbitration fees, unless and until they proceeds as set forth below; (c) all applicable statutes of limitation shall be tolled, as to demands held in abeyance, from the date such demands are first submitted until they proceed; (d) following the resolution of the Bellwether Arbitrations, you and River agree to participate in a single, global mediation of all remaining demands in the Mass Filing before any remaining demand may proceed to arbitration; (e) the arbitrator appointed for any demand that proceeds following the process described above shall have the authority to determine whether the requirements of this paragraph have been satisfied; and (f) this paragraph does not modify your right to send an Opt Out as described below. If any portion of this paragraph is determined to be invalid or unenforceable as to a particular dispute, it shall be severed as to that dispute and the remainder of this arbitration agreement shall continue in full force and effect.

You may reject this arbitration agreement, in which case only a court may be used to resolve any dispute. To reject this agreement, you must send us an opt-out notice (an "Opt Out") within thirty (30) days after you first create your Account, or for existing Users who

agree to a new version of the Terms, within thirty (30) days of agreeing to such updated terms. The Opt Out must be emailed to support@river.com, and must include your name, address, phone number, email address, and a clear statement of your intent to opt out. An Opt Out applies solely to your account, and may not be sent on behalf of any other parties.

16.2. You waive the right to class action and jury trial.

THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS SUBJECT TO THIS ARBITRATION CLAUSE TO BE ARBITRATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (INCLUDING, BUT NOT LIMITED TO, AS A PRIVATE ATTORNEY GENERAL).

YOU AND RIVER EACH HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

If any portion of this arbitration agreement is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect. Nothing contained in this Section shall limit our ability to take action related to your access to the Services as provided in these Terms.

16.3. Federal law and Delaware law will govern these Terms.

These Terms shall be governed by the Federal Arbitration Act, the laws of the State of Delaware, and/or other applicable federal law, without regard to choice of law or conflict of law provisions.

16.4. We agree to resolve disputes in Columbus, Ohio.

In the event that a lawsuit is filed where permitted under the provisions above, or in the event that the provisions above are found not to apply to you or to a given dispute, we both agree that any judicial proceeding will be brought in the federal or state courts located in Columbus, Ohio. Both you and we consent to venue and personal jurisdiction there. If you are an individual using the Services for personal, family, or household purposes, this Section does not require you to bring a small-claims action permitted under Section 16.1 outside the county where you reside, and you may bring any other judicial proceeding permitted under these Terms either in the courts located in Columbus, Ohio or in the state or federal courts located where you reside.

16.5. Severability

If, for whatever reason, any term or condition in these Terms is found unenforceable, all other terms and conditions will remain unaffected and in full force and effect.

16.6. Waiver

The failure to enforce any provision of these Terms is not a waiver of our right to do so later, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

16.7. Assignment

These Terms shall be binding on the parties and their respective successors and assigns. These Terms may be assigned by us without restriction. These Terms may not be assigned or otherwise transferred by you without our prior written consent.

16.8. Headings

The section headings contained in these Terms are for reference purposes only and shall not affect the meaning or interpretation of these Terms in any way.

16.9. Force Majeure

River will not be liable for any delay or failure to perform our obligations under these Terms to the extent the delay or failure results from causes beyond our reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, epidemics, actions of governmental or regulatory authorities, failure, suspension, or insolvency of banking partners or custodians (including the Bank), bank receivership, payment-network or ACH outages, power or telecommunications failures, cyberattacks, and disruptions to, forks of, or congestion on the Bitcoin or Lightning networks. Our obligations will be suspended for the duration of the event, and we will resume performance as soon as reasonably practicable.

16.10. Entire Agreement

These Terms, together with our Privacy Policy and any other agreements, policies, and disclosures expressly incorporated by reference (including, where applicable to you, the End-User Remote Deposit Capture Agreement and any Transfer on Death Authorization and Agreement), constitute the entire agreement between you and River with respect to the Services, and supersede all prior or contemporaneous understandings, communications, and agreements, written or oral, regarding the Services. Nothing in these Terms supersedes any separate agreement between you and the Bank.