

## **Terms and Conditions**

Hi, welcome to Bella! These terms and conditions for your Bella account are an agreement between you (“**you**” or “**your**”) and Bella Loves Me LLC (“**Bella**,” “**us**,” “**our**” or “**we**”) and govern your download of, access to, and use of Bella’s mobile app, website and social media pages, as well as the use of our services (“**Services**”), including Services from our affiliates or subsidiaries. By downloading or using our Services you agree to these terms and conditions, so please read them carefully. Please also carefully review our [Privacy Policy](#) and [E-Sign Agreement](#). These additional policies explain how we collect, use and share information about you when you use the Services as well as how we will communicate and share information with you.

Banking services for Bella users are provided by nbkc Bank, a bank chartered under the laws of the state of Kansas and member of the Federal Deposit Insurance Corporation (“**FDIC**”), and are subject to the terms of the [Non-Interest Bearing Deposit Account Agreement](#), [Consumer Debit Cardholder Agreement](#), and other nbkc policies (collectively, “**nbkc Terms**”). The Bella Visa debit card is issued by nbkc Bank pursuant to a license from Visa USA Inc. and may be used everywhere Visa debit cards are accepted.

If you do not agree with these terms and conditions, the Privacy Policy, the nbkc Terms or any other information contained herein, then you may not use the Services. You can access a copy of these terms and conditions through the Bella app at any time.

### **General Information about Your Use of Services**

Overview. Your Bella account is a mobile account provided by nbkc Bank and will be governed by the nbkc Terms.

Opening an Account. You must be 18 or over to open a Bella account and/or use the Services and your Bella account will at all times be subject to the nbkc Terms, in the case of banking services, and the Bella Client Agreement in the case of investment advisory services. In order to meet the legal requirements, when you request to open an account we will ask you for information about you and how you will use our Services. Our [Privacy Policy](#) explains more about how we use your information for these and other purposes. When we have and validate the information we need, we will open your account.

Using Your Account. Once you deposit money into your account you will be able to use our Services including making payments and withdrawing cash using your Bella Visa debit card, sending payments, and managing your account information in accordance with the nbkc Terms. To use all the functions of our app you must be connected to the internet.

Managing Payments. You can review all of the payments to and from your account through the Bella app. You may access your Bella account information for your records at any time while using the app. Each time a payment is made to or from your account, we will send a notification to your mobile device. You can turn off these notifications, through the Bella app or in your device’s settings, at any time.

Closing Your Account. You can close your account at any time through the Bella app but when you do so you will lose access to the Services. When you close your account you will be able to withdraw your money from your account, except that we will keep enough money to cover any payments that you approved or obligations incurred before you closed your account. We also reserve the right to cancel any unprocessed transactions at the time you close your account.

Depositing Money. You can deposit money into your account by direct deposit, bank transfer or mobile remote deposit capture (“MRDC”), as more particularly detailed in the nbkc Terms. In order to deposit money by bank transfer, you must follow the prompts in the Bella app carefully to avoid any delays.

Safeguarding Your Account. You are responsible for keeping your account security details safe, and you should secure them in a safe place. If your Bella Visa debit card is lost or stolen, or your account security details have been compromised, contact us through the Bella app or by utilizing any other means listed in the Contact Us section of our app or website, as soon as possible. If necessary, you may also freeze your Bella Visa debit card. If you later realize there is not a risk to your Bella Visa debit card or account security, you can unfreeze it. To help keep your account safe, we recommend that you download the latest software for your mobile device and the latest version of the Bella app as soon as they are available.

Restrictions on Your Account. You must not use the Services (directly or indirectly) in violation of the nbkc Terms, the Client Agreement (if applicable) or for any illegal purposes. Additionally, you are prohibited from (1) using, or attempting to use, a Bella account or Bella Visa debit card that is not yours, (2) providing any false, inaccurate or misleading information, (3) allowing any unauthorized person to have access to or use of your account or the Services, or (4) using the Services in any manner that we reasonably believe might harm our ability to provide the Services to you or our other customers.

Updating Your Information. You must keep your account details up to date and let us know as soon as possible if any information changes. In order to meet our legal and regulatory requirements, we may from time to time ask you to verify your current information or to provide additional information (e.g., if your payments or deposits increase). Please provide this information as quickly as possible so that there is no disruption to your account or our Services.

Blocking or Suspending Your Use of Services. We might terminate or suspend your use of the Services or certain features if we are reasonably concerned about their security or integrity, or that they might be used fraudulently or without your permission, or if we are required to do so under the nbkc Terms or any applicable law, court order or regulation. We will notify you through the Bella app if we block or suspend your account and inform you of the reason, if possible. We may close or suspend your account immediately or suspend or terminate your access to the Services or certain features at our sole discretion including, but not limited to, if we are required to do so under any law, court or regulatory order, or regulation or if we believe that you, directly or indirectly:

- are engaging in any illegal behavior or are acting fraudulently;
- misusing, abusing or gaming the Service or any account or program feature;
- have taken any action to compromise or defeat any Bella security measures;
- have not provided any required information or have provided information that is incorrect or untrue;
- are using the Bella app or Services in a manner that is harmful to us or our other users;  
or
- have breached these terms and conditions and, if applicable, you have not corrected your behavior promptly after we notified you of it.

You may be unable to open a new Bella account if we previously closed your Bella account for any reason.

## **Using your Account**

Making Payments to Others Generally. It is your responsibility to make sure that all of the details you enter before sending another person a payment are correct. If certain details are incorrect, your payment might be delayed or you might lose your money if it's sent to the wrong account. We are not responsible if we process a payment correctly based on incorrect details that you provide.

If something goes wrong on our end and a payment is delayed or not received by the person you wanted to pay, or if money was taken from your account without your permission, you must let us know as soon as possible. We will not refund or credit any money back to your account if you acted fraudulently, or you failed to keep your account security details or Bella Visa debit card secure.

Transferring Money Between Bella Accounts. You can transfer money to another Bella user's account by choosing them from the contacts list in the Bella app and following the prompts. The other Bella user will receive the transfer within 1 business day.

Making Payments to non-Bella Accounts. To send money to your non-Bella account, just enter the routing number and account number of the bank account you wish to send money to in the Bella app and follow the prompts. We may need to ask for other information as well.

Using your Bella Visa Debit Card. When your Bella Visa debit card is used to make a withdrawal from an ATM or make a payment, we consider the payment to be authorized by you unless you let us know promptly that the money has been stolen from your account or that you don't think we've carried out your instructions correctly.

How to Cancel Your Bella Visa Debit Card. To cancel your Bella Visa debit card, simply contact us at support@bellaloves.me or within the Bella app, or you may contact nbkc per the nbkc Terms. You will remain responsible for all transactions on your Bella Visa debit card prior to any cancellation.

Communications from Bella. You acknowledge that in order for Bella to communicate with you and provide the Services that you must maintain a valid email address and cellular telephone number with us. In accordance with our Electronic Communication Policy, when you create your account with us you grant Bella permission to use your mobile phone number and email to send you disclosures, statements and communications (such as text messages and emails), in addition to in-app messages and push notifications, about your account, password changes, payment authorizations and other transactional information. You also agree that we can send you messages about products, services, events, news and promotions we offer, but if you do not wish to continue to receive them, you may opt-out by clicking the "unsubscribe" link, responding with an unsubscribe message or updating your account settings in the app.

Communications to Bella or other Bella Users. You agree that you are responsible for all material you provide, upload, submit or send to or through the Services. If you provide content to Bella or through the Services, subject to applicable law, you grant Bella (and parties that we work with) a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights in any manner and for any legitimate business purpose.

When Bella Will Delay or Deny a Transaction. We may delay or deny a transaction if:

- legal or regulatory requirements or the nbkc Terms require us to do so;
- we determine that the transaction violates these terms and conditions;
- we believe your instruction doesn't contain all the information we need to properly process the payment;
- there is not enough money available in your account to make the payment and to cover any associated fees or charges;
- a third party prevents us from making the payment (for example, if nbkc Bank or Visa does not allow a payment or cash withdrawal using your Bella Visa debit card);
- you owe us money or we intend to exercise our right of set-off (as explained below);
- we have asked you for important information associated with your account and you have not given us that information; or
- we have suspended your account for any reason.

We may also refuse to issue you a new Bella Visa debit card if you do not have enough money in your account to pay us to issue or deliver the card. We will communicate to you when we have refused to make a payment or delayed making a payment. Please contact us through the Bella app or at support@bella.com if you have any questions about why we refused or a delayed a payment. We are not responsible for any losses you suffer as a result of us refusing or delaying a payment.

Third Party Payment Fees. We do not charge any fees for making or receiving payments and you will receive at least two ATM charge reimbursements per month, and possibly more if you qualify based on usage criteria that will be disclosed to you in the app from time to time. However, other banks or apps that do charge fees may sometimes take their fees from ATM withdrawals or the payment you are sending to or receiving from another person. This could mean that in the scenarios where you are not eligible for reimbursement from us that you, or the person you are paying in the case of a money transfer, receives less than expected.

Changes to the Services. If we add features or functionality to the Services that do not change the terms and conditions of your account, we may add these features or functionality immediately without providing you notice. Otherwise, we will provide reasonable advance notice through the Bella app before we make any changes to the Services. Some additional Services we or our affiliates provide may require your consent or opt-in and additional information from you prior to use.

### **Community Initiatives Program**

Overview. The purpose of the Bella Community Initiatives Program ("Program") is to identify various charitable or service programs or projects ("Initiatives") organized by "ChangeMakers" (each, a person or organization aiming to do good work in the world) that will be eligible to receive financial support via the Program. Before selecting any Initiative and listing it for participation in the Program, we review both the Initiative and the ChangeMaker responsible for it using criteria designed to ensure that they advance one or more specified Bella "themes," which may include categories such as Beauty, Inclusivity and Joy. We provide a description of each ChangeMaker and its Initiative, and although we cannot guarantee 100% accuracy, we strive to provide reliable information. When we select and list an Initiative, we classify it under the Bella Theme we believe it best exemplifies. Initiatives generally will have a

specific financial goal and will be closed to further contributions if that goal is reached. We also may close an Initiative to further contributions at any time in our discretion, or we may sometimes make our own contributions in support of any Initiative.

Your Participation. You must have an open and active deposit account with nbkc Bank linked to your Bella Visa debit card to participate in the Program. There are two ways you can participate in the Program. You can make contributions either *manually* or *automatically*. You can make manual contributions by transferring funds from any of Your active deposit accounts to the account associated with a specific Initiative using the Bella app. You also can enroll for automatic contributions toward a preferred Theme. You can only use Karma account gift funds or Surprise Cashback rewards you receive to make automatic contributions. You can do this by setting configuration preferences in the Bella app to automatically transfer those funds into Your preferred Theme account immediately whenever You receive those types of deposits into Your account. You can start, stop or change your configuration preferences for automatic contributions at any time. **But once a contribution is made (i.e., a funds transfer is completed), either manually or automatically, it cannot be reversed.**

Notices and Transaction Information. You will be notified of transfers of your donated funds to an Initiative account or Theme account via an account alert in the Bella app (if enabled) and text message (if enabled). The amount of each donation will be reflected as a transaction entry posted to your account and will appear on account statements and in account information available through the Bella app.

Disbursements. Promptly after an Initiative's financial goal is fulfilled or the Initiative is otherwise closed, we will disburse the available funds to the applicable ChangeMaker, including any manual contributions you made toward a specific Initiative and automatic contributions you made toward a Theme. In some cases, the amount disbursed to the ChangeMaker may exceed the financial goal if a single contribution is received prior to closing that causes the balance raised to exceed the goal. ChangeMakers are encouraged to apply all contributed funds toward the Initiative as described in our Program, but the funds are disbursed on an unrestricted basis and the ChangeMakers retain discretion to apply them differently in certain circumstances. We disburse 100% of contributed funds and retain no portion for Bella as fees, charges or otherwise. However, we reserve the right to use third parties to process payments, and they may assess fees or charges in connection with their services.

Tax Considerations. The ChangeMaker responsible for an Initiative may be an organization or an individual, and may or may not be tax-exempt under section 501(c)(3) of the Internal Revenue Code, so contributions you make may or may not be tax deductible. When we list an Initiative, we will look to identify the ChangeMaker's self-reported tax-exempt status and we will endeavor to provide a record of the donation to you that is consistent with IRS guidelines. **But you must consult with your tax advisor on whether any contributions you make are tax deductible.**

### **Third Party Services**

Third Parties. We do not control how a third party may use your data. Use of your data by a third party is governed by its terms and conditions. If you choose to enter into a transaction with a third party, any contract formed will be between you and the third party, not Bella. The third party is responsible for the sale and provision of its products and services and for handling any claims or other issues you may have.

Integrations. We may work with third parties to offer integrations or additional functionality to our Services. If you choose to use a third party integration or functionality, or ask Bella to connect you to a third party, you authorize Bella to share your data with the third party and will be subject

to the third party's terms and conditions. One such third party integration is between Bella and Plaid. Plaid's terms and conditions can be found at <https://plaid.com/legal/>.

We are not responsible for any third party's acts, omissions, services, applications, technology or policies.

### **Rights and Responsibilities**

Refunds. If you make a purchase with your Bella Visa debit card and the amount taken from your account is greater than the purchase price you agreed to, or if you did not authorize the payment, you should immediately report that to us. If you report an incorrect or potentially fraudulent transaction to us we may ask you for more information about the circumstances so that we can help investigate the problem. If we provide a refund or credit and then we discover your request was improper, you must repay us and we may pursue any other remedy available to us.

Liability, Disclaimer, and Indemnification. We will use commercially reasonable efforts to ensure that our Services are not interrupted. If your Bella Visa debit card stops working for any reason we will only be responsible for replacing the card. We will not be responsible for losses resulting from any legal or regulatory requirement or any events beyond our control.

WE PROVIDE THE SERVICES "AS IS" AND YOU SHOULD USE THEM AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES AND CONDITIONS ABOUT THE SERVICES, INCLUDING EXPRESS, IMPLIED OR STATUTORY, AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, RELIABILITY OR ACCURACY.

NEITHER BELLA NOR ANY OF ITS PARENT, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE IN ANY WAY FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE, OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR USE OF THE SERVICES OR A LINKED WEBSITE (INCLUDING, BUT NOT LIMITED TO, THE DELAY OR INABILITY TO USE THE SERVICES OR A LINKED WEBSITE). THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARE FORESEEABLE OR WHETHER BELLA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL BELLA'S CUMULATIVE LIABILITY TO YOU EXCEED \$100.

You will defend, indemnify, and hold harmless us, our parent, affiliates and our employees, contractors, directors, suppliers and representatives from any and all liabilities, damages, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use of the Services; violation of the terms and conditions; or infringement of any third party intellectual property or other right. Bella reserves the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this paragraph. In such case, you agree to cooperate with any reasonable requests assisting Bella's defense of such matter.

When You Owe Us Money. You cannot make payments for more than the amount of money in your account. If your balance becomes negative, you must deposit money into your account immediately to cover the shortfall. If you owe us money, we can take the amount you owe us from any amount we are due to pay to you. You will be responsible for paying any taxes or fees

that are applicable to payments you make or receive through your account. If you owe us money and you do not repay us we can recover the amount you owe us from your account or any credit or debit card associated with your account, or take necessary legal steps to recover the money you owe us. If we are forced to take any of the above steps to recover money you owe us, you will also be responsible for the reasonable costs of our recovery efforts.

## **How We Will Resolve Disputes**

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You agree that any dispute between you and Bella arising out of or relating to these terms and conditions or the Services (collectively, “**Disputes**”) will be governed by the arbitration procedure outlined below.

Governing Law. Except as otherwise required by applicable law, these terms and conditions and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles. These laws will apply no matter where in the world you live.

Informal Dispute Resolution. We want to address your concerns without needing a formal legal matter. Before filing a claim against Bella, you agree to try to resolve the Dispute informally by contacting [compliance@bellaloves.me](mailto:compliance@bellaloves.me). We will try to resolve the Dispute informally by contacting you through email or other in app communication, and you agree to engage in a good faith discussion about the Dispute. If a Dispute is not resolved within 30 days after submission, you or Bella may bring a formal proceeding.

We Both Agree To Arbitrate. After the informal Dispute resolution process, you and Bella agree to resolve any Disputes through final and binding arbitration, except as set forth under “Exceptions to Agreement to Arbitrate” below.

Opt-out of Agreement to Arbitrate. You can decline this agreement to arbitrate by contacting [compliance@bellaloves.me](mailto:compliance@bellaloves.me) within 30 days of first accepting these terms and conditions and stating that you (include your first and last name) decline this arbitration agreement.

Arbitration Procedures. The American Arbitration Association (AAA) will administer the arbitration of any Dispute under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes then in effect. Arbitration will be handled by a sole arbitrator in accordance with those rules. The arbitration will be held in New York, NY, unless we agree to an alternative location in our sole discretion. The AAA rules will govern payment of all arbitration fees.

Exceptions to Agreement to Arbitrate. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

No Class Actions. You may only resolve Disputes with Bella on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under our terms and conditions.

Judicial Forum for Disputes. Except as otherwise required by applicable law, in the event that the agreement to arbitrate is found not to apply to you or your Dispute, you and Bella agree that any judicial proceeding will be brought in the federal or state courts of New York, New York. Both you and Bella consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

Limitation on Disputes. Regardless of any statute or law to the contrary, any Dispute arising out of or related to these terms and conditions or the Services must be filed within one (1) year after such Dispute arose, or else that Dispute will be barred forever.

## **Intellectual Property**

Ownership. We own all the intellectual property rights in and to our app, website, Services, and your account, including all logos and designs, and all improvements thereto, except for the intellectual property specifically owned by our third party service providers. You will not use our or our third party providers' intellectual property as your own at any time. You will not copy, distribute, transfer, sell or license any part of our Services. You also will not decompress, re-engineer, reverse engineer, or modify any of our products or Services, including our app.

You understand that, subject to applicable law, Bella owns all right, title and interest in and to any and all proprietary and confidential information of Bella contained in or transmitted through our Services. The Services and our information, including visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, look-and-feel, app usage data, and all other elements of the Services, are protected by applicable intellectual property and other laws, including patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

Copyright. Bella respects intellectual property rights and asks our users to do the same. As such, we will reply to notices of any alleged copyright infringement that comply with applicable law. If you, in good faith, believe materials available in our Services infringe upon your copyright, you may request removal of those materials (or access to them) from the Services by submitting a written notification to us at Copyright@bellaloves.me. If or when you do so, you must include at least the following in your notification:

- the signature of the person authorized to act on behalf of the copyright owner;
- a description of the copyrighted work that you believe has been infringed;
- a description of the content in Bella you believe infringes the copyright;
- your physical address, telephone number and email address;
- a statement that you in good faith believe the disputed use has not been properly authorized; and
- A statement under penalty of perjury that the information in your notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf.

You can also mail a copyright notice to our copyright agent:

Copyright Agent c/o Bella's Legal Department  
475 10th Avenue, 5th Floor, New York, NY 10018 USA

License to Use Our App. Subject to your compliance with these terms and conditions, Bella grants you a limited, non-exclusive, non-transferable license to download and install a copy of the app on a mobile device that you own or control and to run such copy of the app solely for your own personal use.

Feedback. While we encourage and always appreciate your feedback or other suggestions about the Services, you understand that in doing so you are granting to Bella an unrestricted, irrevocable, perpetual, royalty free right to use any such feedback or suggestions in any manner and for any purpose, including for product or Services improvement and creation. We are not obligated to use your feedback or suggestions, but if we do we will do so without compensation or further obligation to you.

## **Miscellaneous**

Updates. To continue to provide great Services, Bella may provide updates to the Services from time to time (“**Updates**”). Updates may include enhanced functionality, bug fixes, patches, plug-ins and new versions of the Bella app. By installing our app, you authorize the automatic download and installation of Updates and agree to download and install Updates manually if necessary. Your use of our app and Updates will be governed by these terms and conditions. Bella reserves the right to temporarily disable or permanently discontinue any and all functionality of the Services at any time without notice.

Contact. You are obligated to contact Bella via the app or at [compliance@bellaloves.me](mailto:compliance@bellaloves.me) immediately upon becoming aware of or suspecting a breach of these terms and conditions or a misuse of the Bella app or Services.

Waiver and Severability. Any waiver of any provision contained in these terms and conditions shall not be deemed to be a waiver of any other right, term, or provision of these terms and conditions. If any provision in these terms and conditions is determined to be wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent it is legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Assignment. You may not assign these terms and conditions without our prior written consent. Any prohibited assignment will be null and void. Bella may assign these terms and conditions or any rights hereunder without your consent.

Survival. In the event of termination of your account or the Services, the parts of these terms and conditions that by their nature are intended to continue shall survive such termination, including but not limited to the indemnification and hold harmless obligations, disclaimers and limitations of liabilities, and dispute resolution procedures we and you have agreed to above.

Electronic Signature. Your intentional action to click to agree to these terms and conditions is valid evidence of your consent to be bound by and comply with them. You should retain a record of these terms and conditions.

Reservation of Rights. We reserve the right to change these terms and conditions by posting a revised agreement on our website or within the app. If you do not agree with these changes, you must stop using the Services. Your continued use of the Services is deemed to be consent to the changes.

Launch Date: August 31, 2020

Last Updated: April [ ], 2021