

Biometric Consent Agreement

Important Notices:

- (1) CAREFULLY READ THE TERMS OF THIS BIOMETRIC CONSENT AGREEMENT (“**AGREEMENT**”) BEFORE AGREEING TO LOG IN TO YOUR PORTE DEMAND DEPOSIT ACCOUNT USING APPLE Touch ID® OR Face ID®, ANDROID’S FINGERPRINT AUTHENTICATION, OR ANY OTHER MECHANISM OF IDENTIFYING A PERSON USING THEIR PHYSICAL CHARACTERISTICS, INCLUDING, BUT NOT LIMITED TO FINGERPRINTS AND FACIAL FEATURES (“**BIOMETRIC LOGIN**”).
- (2) **IF YOU DO NOT AGREE WITH THESE TERMS YOU SHOULD NOT ENABLE BIOMETRIC LOGIN TO ACCESS YOUR MOBILE APP.**
- (3) THIS AGREEMENT MAY BE AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME, AS INDICATED BY THE “LAST MODIFIED” DATE APPEARING AT THE END OF THIS DOCUMENT. YOUR CONTINUED USE OF BIOMETRIC LOGIN TO ACCESS YOUR PORTE MOBILE APP FOLLOWING A MODIFICATION WILL CONSTITUTE YOUR CONSENT TO THE MODIFIED TERMS (EXCEPT TO THE EXTENT OTHER NOTICE OR CONSENT IS REQUIRED BY LAW). IF YOU DO NOT AGREE WITH THE MODIFIED TERMS, YOU SHOULD IMMEDIATELY DISCONTINUE USE OF BIOMETRIC LOGIN TO ACCESS AND USE YOUR PORTE MOBILE APP.

Throughout this Agreement, “**we**” and “**Populus Financial Group**” refers to Populus Financial Group, Inc., its direct and indirect subsidiaries and its affiliates. “**Mobile App**” refers to the application installed on an Apple or Android device to enable access and use of your Porte Account. “**App**” refers to the application on your device enabling Biometric Login.

1. Biometric Login. Enabling Biometric Login allows you to use your fingerprint, facial, or other physical characteristics instead of your username and password to access and use the Mobile App if your device is equipped with Biometric Login functionality. In order to use Biometric Login to access and use the Mobile App, you need to first enable Biometric Login functionality on the device. **BY SPECIFICALLY ENABLING BIOMETRIC LOGIN TO YOUR MOBILE APP, YOU ARE ALLOWING AND AUTHORIZING ANYONE WHOSE BIOMETRIC IDENTIFICATION IS STORED ON YOUR DEVICE TO ACCESS THE MOBILE APP, VIEW YOUR PORTE DEMAND DEPOSIT ACCOUNT INFORMATION, AND MAKE PORTE DEMAND DEPOSIT ACCOUNT TRANSACTIONS.** ACCORDINGLY, YOU WILL BE RESPONSIBLE FOR SUCH TRANSACTIONS EVEN IF YOU DID NOT MAKE THEM, OR EVEN KNOW ABOUT THEM. **THEREFORE, WE STRONGLY RECOMMEND THAT YOU DO NOT ENABLE BIOMETRIC LOGIN FOR THE MOBILE APP IF ANYONE OTHER THAN YOU HAS A BIOMETRIC LOGIN STORED ON YOUR DEVICE OR IF YOU SHARE YOUR DEVICE.** BY AGREEING TO THESE TERMS AND ENABLING BIOMETRIC LOGIN FOR THE MOBILE APP, YOU ARE AUTHORIZING ANYONE WITH BIOMETRIC LOGIN DATA STORED ON YOUR DEVICE TO MAKE ACCOUNT TRANSACTIONS ON YOUR BEHALF, FOR WHICH YOU WILL BE LEGALLY RESPONSIBLE, AND REPRESENTING TO US THAT ANY SUCH PERSON HAS PROPER AUTHORITY TO MAKE SUCH TRANSACTIONS ON YOUR BEHALF. Note that we do not have access to your biometric data from your Biometric Login. For more information on how the device manufacturer or operating system provider uses and stores biometric data, refer to those companies’ privacy policies and/or security guidelines. Biometric technology is provided by such manufacturers and providers, and accordingly we are not responsible for any malfunctions or errors.
2. Modification, Suspension and Discontinuation. Populus Financial Group reserves the right to change, supplement, modify (including without limitation appearance), suspend, limit, remove, disable, or permanently discontinue your access to or use of the Biometric Login associated with the Mobile App at any time without notice or liability.

3. Support. Populus Financial Group is under no obligation to provide to you with any updates, upgrades, new versions, or new releases, to correct any bugs or errors in the App or Biometric Login, or to otherwise provide support for the App.
4. Liability Limitation. TO THE EXTENT NOT PROHIBITED BY LAW, POPULUS FINANCIAL GROUP AND ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES AND REPRESENTATIVES ACCEPT NO RESPONSIBILITY OR LIABILITY WHATSOEVER ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE OF THE APP OR THE BIOMETRIC LOGIN. POPULUS FINANCIAL GROUP SHALL NOT BE LIABLE TO YOU FOR ANY ERRORS OR OMISSIONS IN THE APP OR THE BIOMETRIC LOGIN, OR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS AND LOST DATA, ARISING FROM OR RELATED TO THIS AGREEMENT, THE APP, OR THE BIOMETRIC LOGIN, EVEN IF, POPULUS FINANCIAL GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN PARTICULAR, POPULUS FINANCIAL GROUP WILL NOT BE LIABLE FOR THE ACCURACY, COMPLETENESS, ADEQUACY, TIMELINESS, OR COMPREHENSIVENESS OF THE BIOMETRIC LOGIN. POPULUS FINANCIAL GROUP'S TOTAL, CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT, THE APP, OR THE BIOMETRIC LOGIN IS LIMITED TO FIFTY DOLLARS (\$50.00) EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW IN WHICH INSTANCE, POPULUS FINANCIAL GROUP'S TOTAL CUMULATIVE LIABILITY WILL BE THE MINIMUM AMOUNT PERMITTED OR REQUIRED (WHICHEVER IS LOWER) UNDER APPLICABLE LAW. The foregoing limitations will apply even if the above stated remedy fails its essential purpose. Certain jurisdictions do not permit the limitation or exclusion of incidental damages, so this limitation may not apply to you. Populus Financial Group also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your device or other property on account of your access to or use of the App or Biometric Login.
5. Governing Law, Jurisdiction. Your use of the App is governed by, construed and enforced in accordance with the laws of the State of Texas, USA and applicable federal law without regard to conflicts of laws principles.
6. Class Action Waiver. BY USING BIOMETRIC LOGIN, YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM RELATING TO THIS AGREEMENT. YOU AGREE TO LITIGATE ANY DISPUTE WITH US RELATING TO ANY CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT ON AN INDIVIDUAL BASIS, AND NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CONSUMERS IN COURT OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this class action waiver is found to unenforceable, the unenforceable provision will be severed and the remaining terms will be enforced.
7. Questions. For all customer service questions related to your Porte Demand Deposit Account, please call the telephone number printed on the back of your card.

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