

## ANB DIAPER STASH ACCOUNT AGREEMENT

Last Updated: October 6, 2022

### Customer Service

Phone: 1-833-725-1738

Email: DEPOSITOPSLEADERSHIP@ANBANK.COM

Mailing Address: PO BOX 2139, OMAHA, NE 68103, ATTN: DIAPER STASH

This American National Bank Diaper Stash Account Agreement (this “Agreement”) represents an agreement between you (“you” and “your”) and American National Bank, member of the Federal Deposit Insurance Corporation (“FDIC”) (“ANB”, “we,” “us,” and “our”), and contains the terms and conditions governing your access to the ANB Account in connection with the P&G Diaper Stash Program (the “Program”), which is subject to the Pampers Diaper Stash Terms and Conditions, available at

<https://termsandconditions.pg.com/en-us/#use>. The ANB Diaper Stash Account (“ANB Account”) is a feature of the Program that allows you to access funds stored in your Diaper Stash Account to purchase Eligible Products, as defined in the Pampers Diaper Stash Terms and Conditions, via the Website and to make in-store purchases of such Eligible Products anywhere they are sold.

THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER.

BY USING YOUR ANB ACCOUNT OR PARTICIPATING IN THE PROGRAM IN ANY WAY, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OUR PRIVACY POLICY. PLEASE VISIT

<HTTPS://AMERICAN.BANK/DIAPERSTASH/DISCLOSURES> (THE “WEBSITE”) TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND OUR PRIVACY POLICY.

### FEE SCHEDULE

Below is a list of all fees for the ANB Account. All fees assessed by us are deducted from the available balance in your ANB Account. If your ANB Account does not have sufficient funds available to cover a fee, the amount of such fee will be deducted from any funds subsequently loaded to your ANB Account. The fees that apply to your ANB Account are as follows:

All Fees	Amount	Details
<b>Get Started</b>		
Account Purchase	\$0	There is no fee to acquire the ANB Account.
<b>Monthly Usage</b>		
Monthly Fee	\$0	There is no monthly usage fee for the ANB Account.
<b>Add Money</b>		
Donations via the Diaper Stash Account	\$0	There is no fee to add money to your ANB Account.
<b>Spend Money</b>		
Purchases via Receipt Submission Service	\$0	There is no fee to make purchases via the Receipt Submission Service.
<b>Information</b>		
Automated & Live Agent Phone Calls	\$0	No fee for each Customer Service contact with a live agent.
Email and Text Message Alerts	\$0	Standard text messaging rates may apply.
<b>Other</b>		
Inactivity Fee	\$0	There is no fee for inactivity in connection with your ANB Account.
Paper Check Fee	\$0	Per paper check requested.

Your funds are eligible for FDIC insurance. Your funds will be held at or transferred to ANB. Once there, your funds are insured up to the maximum amount as published by the FDIC in the event ANB fails, if specific deposit insurance requirements are met. See [fdic.gov/deposit/deposits/prepaid.html](http://fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact ANB by calling 1-833-725-1738 by mail at PO BOX 2139, OMAHA, NE 68103, ATTN: DIAPER STASH or visit the Website.

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid). If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).

### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT**

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ANB ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE A COPY OF YOUR DRIVER'S LICENSE OR OTHER IDENTIFICATION DOCUMENTS.

1. **Registering for the ANB Account as part of the Program.** In order to obtain and access an ANB Account as part of your participation in the Program, you must (a) accept and agree to this Agreement, the Electronic Communications Agreement, and our Privacy Policy, (b) be a U.S. citizen (or a legal resident with a U.S. tax ID number) of at least the age of majority in the jurisdiction where they reside; and (c) provide all requested information, such as your name, date of birth, address, email address, social security number, user name and password, and such other information as we may request from time to time (collectively, "User Information"). You represent and warrant that all information, including User Information, you provide us from time to time is truthful, accurate, current, and complete. You agree to promptly notify us of changes to any User Information.
2. **About Your ANB Account.** The ANB Account is issued by ANB. The ANB Account is a prepaid account, which allows you to access funds loaded on to your Diaper Stash Account so that you may purchase Eligible Products in-store from a retailer and use the receipt scan / upload process to submit the receipt for reimbursement as described in more detail in Section 8 below (Using Your ANB Account) and in your Pampers Diaper Stash Terms and Conditions (the "Receipt Submission Service"). You should treat your username, password, and other credentials needed to access your Diaper Stash Account and ANB Account ("User Credentials") with the same care as you would treat cash. The ANB Account is not a credit account or checking or savings account. The ANB Account is not a gift card, nor is it intended to be used for gifting purposes. The ANB Account remains the property of ANB and must be surrendered upon our request. To the extent permitted by applicable law, we may cancel, repossess, or revoke the ANB Account at any time without prior notice. The ANB Account cannot be redeemed for cash except where required by law. The ANB Account is not for resale and may not be transferred or assigned. The ANB Account is not designated for business use and we may close your ANB Account if we determine that it is being used for business purposes. We may close your ANB Account or refuse to process any transaction that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity.
3. **ANB Account.** You acknowledge and agree that the value available in your ANB Account is limited to the funds that have been added to your ANB Account. The funds in your ANB Account are held in a custodial account with us on your behalf. The funds associated with your ANB Account are insured by the FDIC for up to the maximum amount as published by the FDIC, subject to the applicable limitations and restrictions of such insurance. You will not receive any interest on the funds in your ANB Account.
4. **Fees.** **The fee schedule located at the top of this Agreement lists the fees applicable to the Program.** In some cases, the actual fee charged may be lower than the fee stated in the fee schedule. If you believe a fee was charged in error, contact Customer Service. Except as otherwise provided in this Agreement, all fees are deducted from your ANB Account balance.

5. User Security. You should treat your ANB Account number and User Credentials with the same care as you would treat cash. Do not send your ANB Account number or User Credentials in an email or text message.
6. Lost or Stolen ANB Account Number or User Credentials. Contact Customer Service immediately if you believe: (a) your ANB Account number or User Credentials have been lost or stolen, (b) someone has gained unauthorized access to your ANB Account, or (c) someone has transferred or may transfer funds from your ANB Account without your permission. Contacting us by telephone at 1-833-725-1738 is the best way to minimize your possible losses.
7. Authorized Users. You are responsible for all authorized transactions initiated and fees incurred by use of any of your ANB Account(s). If you permit another person to have access to your ANB Account or ANB Account number, we will treat this as if you have authorized such person to use the ANB Account, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. Transactions will be considered unauthorized only after you notify us that the person is no longer authorized to use the ANB Account. You are wholly responsible for the use of your ANB Account according to the terms and conditions of this Agreement.
8. Using Your ANB Account. To use the funds in your ANB Account, log into your Diaper Stash Account on the Website. You may then shop for and purchase Eligible Products online and checkout using your Diaper Stash Account balance, or purchase Eligible Products in-store or online and get reimbursed from your Diaper Stash Account using the receipt scan function. For more details, see the [Diaper Stash Terms and Conditions](#).

Each time you use your Diaper Stash Account, you authorize us to reduce the value available in your ANB Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the amount of available funds in your ANB Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the amount of available funds in your ANB Account, you will be fully liable to us for the full amount of the transaction and any applicable fees. You may not use your ANB Account for online gambling or illegal transactions. We may temporarily “freeze” your ANB Account and attempt to contact you if we notice transactions that are unusual or appear suspicious.

9. No Cash Access. Your ANB Account cannot be redeemed for cash or be used to obtain cash in any transaction including at any Automated Teller Machine (“ATM”), Point-of-Sale (“POS”) device, or by any other means.
10. Adding Funds to Your ANB Account. Subject to the limitations set forth in this Agreement, you may add funds to your ANB Account in the same manner described in your Pampers Diaper Stash Terms and Conditions.
11. Transaction Limits. The maximum amount that can be spent using your ANB Account is \$500 per day. The maximum value of your ANB Account over the lifetime of the account may not exceed \$18,000. The maximum amount that can be added to your ANB Account in any 24-hour period is \$2,000. In order to protect your ANB Account, we may temporarily impose limits on the dollar amount, number, and type of transactions performed using your ANB Account. To the extent permitted by applicable law, we reserve the right to: (a) change the transaction limits; (b) limit, block, or place a hold on certain types of transfers or transactions; and (c) limit, suspend, or block transfers from particular persons, entities, or ANB Accounts.
12. ANB Account Balance. It is important to know the amount of available funds in your ANB Account before performing a transaction. If you do not have sufficient available funds in your ANB Account to cover the transaction amount, the transaction will be declined. You acknowledge and agree that the funds available to perform transactions are limited to the funds that have been added to your ANB Account that are not subject to a hold. You are not authorized to use funds added to your ANB Account in error. Any transaction that could create a negative balance for your ANB Account is not permitted, but may occur in limited circumstances. Adjustments may be made to your ANB Account to reverse an error, reflect a merchant adjustment, or resolve a dispute regarding a transaction posted to your ANB Account. These processing and adjustment entries could cause your ANB Account to have a negative balance. If your ANB Account has a negative balance, you agree: (a) that we may automatically apply any subsequent deposits to your ANB Account to satisfy the negative balance and (b) to pay us on demand by a personal check, money order, or other payment method authorized by us for the amount of the negative balance. If no future funds are added to your ANB Account, we may send you a notice explaining the reason for the adjustment and

requesting payment by a personal check, money order, or other payment method to satisfy the negative balance. Payments should be mailed to us at the address provided below or the address stated in the applicable notice.

13. Transaction History. You may obtain information about the money you have remaining in your ANB Account by calling 1-866-397-8274. This information, along with a 12-month history of ANB Account transactions, is also available online at the Website. You also have the right to obtain at least 24 months of written history of account transactions by calling 1-833-725-1738, or by writing us at PO BOX 2139, OMAHA, NE 68103, ATTN: DIAPER STASH. You will not be charged a fee for this information.
14. Account Alerts. If you provide your email address to us, we will send you important notices via email about your ANB Account. In addition, if you provide your mobile phone number or other text message address to us, you expressly consent to receive text messages relating to your ANB Account at that number or address. Third-party data and message fees may apply.
15. No Preauthorized Transfers. Your ANB Account cannot be used to make regular, preauthorized payments to merchants.
16. No Transactions in Foreign Currencies. Your ANB Account cannot be used to complete transactions in foreign currencies.
17. Receipts. You should get a receipt for each ANB Account transaction. You agree to retain, verify, and reconcile your ANB Account transactions and receipts.
18. Refunds. You will not receive cash refunds for ANB Account transactions. We are not responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that you purchase with your ANB Account. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased.
19. Privacy Policy. Your privacy is very important to us. We may disclose information to third parties about you, your ANB Account, and transactions related thereto: (a) as necessary to effect, administer, or enforce a transaction requested or authorized by you; (b) with your consent; (c) to protect against or prevent actual or potential fraud, unauthorized transactions, or other liability; (d) to comply with government agency or court orders; (e) as permitted and required by applicable law; and (f) as otherwise provided in our Privacy Policy. You understand that by participating in the Program, you consent to the collection, use, and disclosure of your information as set forth in this Agreement and our Privacy Policy available on the Website.
20. Our Liability to You. If we do not complete an electronic fund transfer to or from your ANB Account on time or in the correct amount according to this Agreement, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable if: (a) through no fault of ours, you do not have enough available funds in your ANB Account to perform the transaction; (b) circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or natural disaster) prevent or delay the transfer despite reasonable precautions taken by us; (c) the system was not working properly and you knew about the problem when you initiated the transaction; (d) the funds in your ANB Account are subject to legal process or are otherwise not available for transactions; (e) the merchant refuses to accept your ANB Account; (f) if access to your ANB Account has been blocked after you reported your ANB Account Number or User Credentials lost or stolen; (g) if we have reason to believe the transaction is unauthorized; (h) the transaction cannot be completed because your ANB Account is damaged; or (i) any other exception stated in this Agreement.
21. Errors or Questions About Your ANB Account Transactions. Contact Customer Service at the number or address provided above as soon as you can if you think an error has occurred involving your ANB Account. We must hear from you no later than 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-833-725-1738 or writing us at PO BOX 2139, OMAHA, NE 68103, ATTN: DIAPER STASH. When you notify us about an error involving your ANB Account, you will need to tell us: (a) your name and ANB Account number; (b) why you believe there is an error and the dollar amount involved; and (c) approximately when the error took place. If you tell us orally, we will mail

you a form to complete and return. You must return the form or your own letter outlining the details of the error to Customer Service at the address provided above within 10 business days of your oral notification. 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, however, we may take up to 45 days to investigate the complaint or question. If we decide to do this, and your account is registered with us, we will credit your ANB Account within ten business days for the amount you think is in error, so that you will have the use of the funds credited to your ANB Account during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not credit your ANB Account. For errors involving new ANB Accounts, we may take up to 90 days to investigate a complaint or question. For new ANB Accounts, we may take up to 20 business days to credit your ANB Account for the amount you think is an error. We will tell you the results within 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. If you need more information about our error resolution process, contact Customer Service.

22. Your Liability for Unauthorized Transactions. Tell us AT ONCE if you believe your ANB Account number or User Credentials have been lost or stolen or you believe a transaction has been made without your permission using information from your ANB Account. Contacting Diaper Stash Customer Service by telephone at 1-866-397-8274 immediately is the best way to minimize possible losses. You could lose all the money in your ANB Account. If you tell us within two business days after you learn of any unauthorized transactions, you will lose no more than \$50 if someone accessed your ANB Account without your permission. If you DO NOT tell us within two business days after you learn of an unauthorized transaction, and we can prove we could have stopped someone from accessing your ANB Account without your permission if you had told us, you could lose as much as \$500. Also, if your ANB Account transaction history or other information shows transfers that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the information is made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip, a hospital stay, or other extenuating circumstances) kept you from telling us, we will extend the times specified above to a reasonable period. You agree to cooperate reasonably with us in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your ANB Account.
23. Unclaimed Property. If your ANB Account becomes inactive (e.g., if you do not use the funds in your ANB Account or access your ANB Account for a certain period of time), applicable law may require us to report the funds in your ANB Account as unclaimed property. If this occurs, we may try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any funds in your ANB Account to the applicable state as unclaimed property. The specified period of time to report and send funds in an inactive ANB Account to a state varies by state, but usually ranges between two and five years.
24. Entire Agreement and Assignment. This Agreement constitutes the entire and sole agreement between you and us with respect to the Program and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Program. To the extent permitted by applicable law, we may assign this Agreement without obtaining your consent. You may not assign or transfer your ANB Account or this Agreement without our prior written consent.
25. Severability and Waiver. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected. We do not waive our rights by delaying or failing to exercise them at any time.
26. Amendment. We may add to, delete, or amend this Agreement at any time in our sole discretion without providing notice to you, subject to applicable law. We reserve the right, subject to applicable law, to deliver to you any notice of changes to existing terms or the addition of new terms by posting an updated version of this Agreement on the Website or delivering notice of changes to you electronically.
27. Cancellation and Suspension. To the extent permitted by applicable law, we may cancel or suspend your ANB Account or this Agreement immediately, for any reason, and without notice to you. You may cancel your ANB

Account or this Agreement at any time by notifying Customer Service at the number or address provided below. Cancellation or suspension of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to such cancellation or suspension. In the event that your ANB Account is cancelled, closed, or terminated for any reason, the unused balance in your ANB Account will be returned to your External Bank Account or returned to you via a check to the mailing address we have in our records. ANB reserves the right to refuse to return the unused balance if it is less than \$1.00.

28. Business Days. Our business days are Monday through Friday, excluding federal holidays.
29. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Nebraska, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.
30. Indemnification. At our request, you agree to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.
31. LIMITATION OF LIABILITY. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer the ANB Accounts, and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the ANB Accounts, any products or services purchased using ANB Accounts, or this Agreement (as well as any related or prior agreement that you may have had with us).

32. DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER. Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: (a) this Agreement; (b) the ANB Account and the Program; (c) your acquisition of the ANB Account; (d) your use of the ANB Account; (e) the amount of available funds in the ANB Account; (f) advertisements, promotions or oral or written statements related to the ANB Account, as well as goods or services purchased with the ANB Account; (g) the benefits and services related to the ANB Account; or (h) transactions made using the ANB Account, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

This arbitration provision shall survive: (a) the termination of the Agreement; (b) the bankruptcy of any party; (c) any transfer, sale or assignment of your ANB Account, or any amounts owed on your Account, to any other person or entity; or (d) closing of the ANB Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE ANB ACCOUNT. CONTACT CUSTOMER SERVICE TO CLOSE THE ANB ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.

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