

Mana Pacific LLC TERMS OF SERVICE

Effective Date February 12, 2024

The following terms of service are terms of a legal agreement (the “Agreement”) between you (“you”, “your”, or “user”) and Mana Pacific LLC Inc., its subsidiaries, affiliates, agents and assigns (“Mana Pacific LLC.”, “we”, “us”, or “our”) which sets forth the terms and conditions for your access and use of Mana Pacific LLC application (“Mana Pacific LLC App”) and Mana Pacific LLC website, as well as the Mana Pacific LLC products and services offered, operated, or made available by Mana Pacific LLC through the Mana Pacific LLC Application (collectively, the “Mana Pacific LLC Services”).

The Mana Pacific LLC App, website and Mana Pacific LLC Services are owned and operated by Mana Pacific LLC, and are being provided to you expressly subject to this Agreement. By accessing, browsing and/or using Mana Pacific LLC Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement, Mana Pacific LLC Privacy Policy, which may be found by visiting Mana Pacific LLC [Privacy Policy](#) and that you agree to comply with all applicable laws and regulations. In addition, by agreeing to this Agreement and Mana Pacific LLC Privacy Policy, you also agree to Mbanq’s Privacy Policy, which may be reviewed by visiting <https://www.mbanq.com/legal>. The terms and conditions of this Agreement form an essential basis of the bargain between you and Mana Pacific LLC, and this Agreement governs your use of the Mana Pacific LLC App, and the Mana Pacific LLC Services.

This Agreement does not apply to the Mana Pacific checking account (“Account” or “Mana Pacific Account”) and Mana Pacific debit card (“Card” or “Mana Pacific Card”) (collectively, the “Bank Services”), each of which are provided by **EVOLVE BANK & TRUST**, Member FDIC (“**Evolve**”). The Bank Services are subject to and governed by your Customer Account and Cardholder Agreement with Evolve.

Please refer to the Evolve’s Customer Account and Cardholder Agreement available on the Mana Pacific LLC website for further information concerning the Bank Services and your privacy rights concerning the Bank Services. Evolve is not a party to this Agreement and is neither responsible or liable for the Mana Pacific LLC Services or the core services provider (Mbanq) pursuant to this Agreement or any other agreement you may have with Mana Pacific LLC.

THIS AGREEMENT ALSO INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER. PLEASE REFER TO SECTION 13 BELOW FOR MORE INFORMATION.

ACCEPTANCE OF AGREEMENT

Please carefully review this Agreement before using the Mana Pacific Services, or accessing any data thereon. If you do not agree to these terms, you may not access or use the Mana Pacific Services.

To use or access the MANA PACIFIC Services and to accept this Agreement, you must be (a) a legal resident of the United States, (b) of legal age to form a binding contract with Mana Pacific, (c) not prohibited by law from using the Mana Pacific Services.

Mana Pacific Services are available to United States citizens or lawful U.S. residents who are at least 18 years of age, have a U.S. physical address or with military addresses (APO or FPO), and have a valid Social Security Number or Tax Identification Number.

Mana Pacific Services are not directed at children under the age of eighteen (18) and Mana Pacific LLC does not knowingly collect or sell personal information from any person under the age of eighteen (18).

If you have questions, comments, concerns please contact Mana Pacific at support@MyManaPacific.com with any questions you may have.

OVERVIEW OF MANA PACIFIC LLC SERVICES

Mana Pacific offers products and services intended to enhance the lives of Pacific Island Americans, and to appeal to aspirational people with an interest in financial betterment within the United States. We offer hosted Banking Services, provided by our financial institution partner Evolve Bank & Trust, member FDIC, as well as the following Mana Pacific provided services: mobile app-based banking solutions, handy tips and financial literacy and educational programs designed to create savvy, competent, and wealthy citizens.

Mana personal account membership- Customers will be issued a Mana Pacific Account and Mana Pacific Card through Evolve Bank & Trust when signing up for an account through the Mana Pacific App.

Available Features of the Mana Pacific Services:

- View your Mana Pacific Account balance and at least the last 90 days of transaction history.
- Transfer funds between your Mana Pacific Account and other accounts, including your own and with another bank
- Freeze your Mana Pacific Card if you misplace it to prevent it from being used.
- Manage your Mana Pacific Card.
- Update your email address, mailing address and other Mana account-related information.
- Obtain support and customer service through the Mana App's chat function and via e-mail.

Account Closure: If you would like to close your checking account at any time you will need to contact customer support via email, phone, or in app.

1. ELIGIBILITY

To use the Mana mobile app you must be, and represent and warrant that you are, of legal age (18 years of age or older or otherwise of legal age in your jurisdiction, or, if you have parental consent, 13 years of age). If you're agreeing to these Terms on behalf of an organization, entity, or co-applicant, you represent and warrant that you are authorized to agree to these Terms on behalf of that organization, entity, or co-applicant and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization, entity, or co-applicant). If Mana Pacific LLC has previously prohibited you from accessing this Site, you do not have permission to access this Site.

2. PROPRIETARY RIGHTS

This Site is owned and operated by Mana Pacific LLC and contains material which is derived in whole or in part from material supplied by Mana Pacific LLC and our partners, as well as other sources, and is protected by United States copyright laws and other intellectual property laws. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained on this Site. You acknowledge that this Site has been developed, compiled, prepared, revised, selected, and arranged by Mana Pacific LLC and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of Mana Pacific LLC and such others. You agree to notify Mana Pacific LLC immediately upon becoming aware of

any unauthorized access or use of this Site by any individual or entity or of any claim that this Site infringes upon any copyright, trademark, or other contractual, statutory, or common law rights. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights shall, as between you and Mana Pacific LLC, at all times be and remain the sole and exclusive property of Mana Pacific LLC.

3. WARRANTY AND DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THIS SITE IS SOLELY AT YOUR OWN RISK. MANA PACIFIC LLC DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THIS SITE, AND WE WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY, OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THIS SITE. THIS SITE IS PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THIS SITE IS DOWNLOADED AND USED AT YOUR SOLE DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, SOFTWARE, TECHNOLOGY OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Mana Pacific LLC OR THROUGH OR FROM THIS SITE SHALL CREATE ANY WARRANTY. MANA PACIFIC LLC MAKES NO REPRESENTATION, WARRANTY, GUARANTEE, OR PROMISE THAT THE PRODUCTS, SERVICES, OR SITE WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY PARTICULAR RESULTS.

4. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL Mana Pacific LLC BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO MANA PACIFIC LLC IN CONNECTION WITH THE WEBSITE IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM.

In the event that you have a dispute with any third party, you agree that Mana Pacific LLC is under no obligation to become involved on your behalf. You release Mana Pacific LLC, and our officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way relating to such disputes and/or this Site. If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." This release includes the criminal acts of others.

5. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as above in Sections 3 and 4. Accordingly, some of the above

limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in Sections 3 and 4 specifically do apply to you.

6. TERMINATION

These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion, deny you access to all or part of this Site and/or our Services at any time for any or no reason at all, with or without notice to you. Grounds for such termination shall include, but not be limited to, (a) breaches or violations of these Terms or other agreements, (b) requests by law enforcement or government agencies, (c) discontinuance or material modification of this Site (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) activities related to protecting the rights, property, or safety of Mana Pacific LLC, our agents and affiliates, or our users and the public, or (g) if you provide any information that is false, inaccurate, out-of-date, or incomplete. Additionally, any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of our Site and/or Services may be referred to appropriate law enforcement authorities. If we terminate your right to access this Site, these Term will terminate and all rights you have to access this Site will immediately terminate; however, certain provisions of these Terms will still apply post-termination, including without limitation, the Arbitration and Class Action Waiver provisions.

7. INDEMNITY

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD Mana Pacific LLC AND OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AND REPRESENTATIVES (AND ALL SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING) HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, MADE IN CONNECTION WITH OR ARISING OUT OF YOUR VIOLATION OF THESE TERMS OR OUR PRIVACY POLICY, AND/OR YOUR SUBMISSION, POSTING, OR TRANSMISSION OF CONTENT TO THIS SITE. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES, AND IN ANY EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

8. PROHIBITED USES

Use of the Site for any illegal purpose, or any other purpose not expressly permitted in these Terms, is strictly prohibited. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this section, including removing the offending Content from our Site, suspending or terminating access to our Services and/or Site and reporting such violators to law enforcement authorities. Below are examples of content and/or uses that is illegal or prohibited:

- Use this Site to harass, abuse, or threaten any other person;
- Provide information that is unlawful, harmful, deceptive, tortious, defamatory, libelous, or invasive of another's privacy;
- Use this Site commercially, for benchmarking, or to compile information for a product or service;
- Copy, download (other than for personal use, or as otherwise expressly permitted by these Terms), modify, distribute, post, transmit, display, perform, reproduce, broadcast, duplicate, publish, republish, upload, license, reverse engineer, create derivative works from, or offer for sale any content or other information contained on or obtained from or through this Site by any means except as provided for in these Terms or with the prior written consent of Mana Pacific LLC;
- Scrape, access, monitor, index, frame, link, or copy any content or information on this Site by accessing this Site in an automated way, using any robot, spider, scraper, web crawler, or any other

method of access other than manually accessing the publicly available portions of this Site through a browser or accessing this Site through any approved API;

- Violate the restrictions in any robot exclusion headers of this Site, if any, or bypass or circumvent other measures employed to prevent or limit access to this Site;
- Upload or otherwise make available any material that contains any software, device, instructions, computer code, files, programs and/or other content or feature that is designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment (including without limitation any time bomb, virus, software lock, worm, self-destruction, drop-device, malicious logic, Trojan horse, trap door, “disabling,” “lock out,” or “metering” device, or any malicious code);
- Attempt to disable, overburden, or impair the proper working of this Site (including the use of any Mail list, Listserv, or any form of auto-responder or “spam”);
- Use the Website to distribute any other party’s intellectual property unless you have the right to do so, or remove or alter any copyright, trademark, or other proprietary notice contained on this Site;
- Make available trade secrets or other confidential or proprietary information, or provide any material that you do not have a right to make available under any law or under contractual or fiduciary relationships, including but not limited to insider information, or confidential or proprietary information learned or disclosed as part of employment relationships or under non-disclosure agreements;
- Falsely state or otherwise misrepresent your affiliation with a person or entity, or impersonate any person or entity;
- Violate these Terms or any guidelines or policies posted by Mana Pacific LLC; and/or
- Interfere with any other party’s use of this Site.

Please note that the terms and restrictions described in these Terms also apply to any content that you may be able to copy or download from this Site (e.g., guides and white papers).

Mana Pacific LLC reserves the right, but not the obligation, in our sole and absolute discretion, to remove any information provided by you, and/or block access to the Site.

9. ELECTRONIC COMMUNICATION

When you communicate with us electronically, such as via e-mail, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

10. THIRD PARTY LINKS AND WEBSITES

Mana Pacific LLC has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of, or opinions expressed in, any third-party websites or by any third party that you interact with through or on this Site. In addition, Mana Pacific LLC will not and cannot monitor, verify, censor, or edit the content of any third-party website or service. By using this Site, you release and hold Mana Pacific LLC harmless from any and all liability arising from your use of any third-party website or service, and you acknowledge and agree that the terms and privacy policies of such third parties govern your interactions with and use of such websites and services.

11. PRIVACY

By using this Site, you acknowledge and accept this Site's Privacy Policy and consent to the collection and use of your data in accordance with the Privacy Policy. By using this Site, you acknowledge that Internet transmissions are never completely private or secure. You understand that any message or information you send to this Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

12. RIGHTS TO MODIFY THIS SITE

We may change, suspend or discontinue any aspect of this Site or service at any time. Mana Pacific LLC reserves the right to change system configurations, product specifications, upgrades, pricing, layouts, options and any other specifications at any time without notice. We may also impose limits or restrictions on certain services, features or content or restrict your access to parts or all of this Site without notice or liability.

13. ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

13a. Agreement to Arbitrate. You and Mana Pacific LLC agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 13 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

13b. Dispute Resolution. Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us at [insert email support@PLATFORM.com] or by Certified Mail to [insert mailing address]. The dispute should contain a brief written description of the dispute and your contact information (including your username if your dispute relates to a Platform account). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Mana Pacific LLC, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

13c. Binding Arbitration. If the parties do not reach an agreed-upon solution within a period of sixty (60) days from the time informal dispute resolution is initiated under the Dispute Resolution provision Section 13b, then either party may initiate binding arbitration as the sole means to resolve claims, (except as provided in the "Exception: Litigation of Intellectual Property and Small Claims Court Claims" subsection below) subject to the terms set forth in provision Section 13f. Specifically, all claims arising out of or relating to these Terms (including the Terms' formation, performance, and breach), the parties' relationship with each other, and/or your use of Mana Pacific LLC shall be finally settled by binding arbitration. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

13d. Class Action Waiver. The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND Mana Pacific LLC AGREES THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

13e. Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations, or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

13f. Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator will be strictly confidential for the benefit of all parties.

13g. Changes to this Section. Mana Pacific LLC will provide thirty (30) days' notice of any changes to this section by posting on this Site. Amendments will become effective thirty (30) days after they are posted on this Site. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled "Arbitration and Class Action Waiver," and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you began using this Site.

13h. Survival. This Mandatory Arbitration and Class Action Waiver section shall survive any termination of your use of the Website.

14i. Information About Accessing your mobile app. In case of questions about your access or use of the Mana app, or if you need more information about Mana's services, call customer support at 1-917-470-8680 or email us at support@MyManaPacific.com.

14. ENGLISH LANGUAGE CONTROLS

15a. Any translation of this Agreement is provided for your convenience. The meaning of the terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

15. GENERAL

16a. Severability. If an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

16b. No Waiver. Except as expressly set forth in these Terms, (i) no failure or delay by you or Mana Pacific LLC in exercising any rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

QUESTIONS

If you have questions about these Terms or the Privacy Policy, please contact us by email at support@mymanapacific.com, by mail at Mana Pacific LLC, 8 The Green, STE A, DOVER 19901, DE or customer support number 1-917-470-8680.