



## INITIAL DISCLOSURE

### A. Consumer Liability

- Tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission. Contacting us at [support@etana.com](mailto:support@etana.com) is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your access device, you can lose no more than \$50 if someone used your access device without your permission.
- If you do NOT tell us within 2 business days after you learn of the loss or theft of your access device, and we can prove we could have stopped someone from using your device without your permission if you had told us, your could lose as much as \$500.
- Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed 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 or a hospital stay) kept you from telling us, we will extend the time periods.

B. Contact in event of unauthorized transfer. If you believe your information has been lost or stolen. Please Contact us immediately at [support@etana.com](mailto:support@etana.com), You can also contact us with the number listed below or write to the address listed below if you believe a transfer has been made using the information from your account without your permission.

C. Business days. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

Transfer Types and Limitations: You may use your account to

- Make deposits to your custody account.
- Withdraw from your custody account.
- Transfer funds between your custody and linked accounts whenever you request.
- There are no limitations on frequency of transfers.
- Minimum transfer amount is \$150 USD notional value.
- Fees
  - Per transfer charge. We will charge you based on your fee schedule for each transfer you make. Please refer to the Standard fee schedule.

D. Confidentiality: We will disclose information to third parties about your account or the transfers you make (i) where it is necessary for completing transfers, (ii) in order to verify



the existence and condition of your account for a third party, such as a credit bureau or a merchant, (iii) in order to comply with government agency or court orders, or (iv) if you give us your written permission.

E. Documentation:

- Periodic Statements: You will get a monthly account statement.

F. Financial institution's liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- i. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- ii. The system was not working properly, and you know about the breakdown when you started the transfer.
- iii. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- iv. There may be other exceptions stated in our agreement with you.

## **ERROR RESOLUTION**

In case of errors, questions, or transactions on your account, please telephone us at (303) 357-1104, write us at Etana Custody Attn: Support 999 17<sup>th</sup> St, Ste 300 Denver, CO 80202 or email us at [support@etana.com](mailto:support@etana.com) as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. This would include questions on wire transfers or internal account transfers.

We **MUST** hear from you no later than 60 days after we sent you the **FIRST** statement on which the problem or error appeared. We will need the following information from you:

1. Provide your name and the account number
2. Provide the amount related to the suspected error
3. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.



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 calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your dispute or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 days to credit your account for the amount you think is in error.

We will tell you the results within three 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.