

SecuredChime Visa[®] Credit Card Agreement

Please read through this Secured Chime Visa[®] Credit Card Agreement (“Agreement” or “Chime Card Agreement”), including the Important Information section located below the Table of Contents, for eligibility, fee, and other important information. Please keep this Agreement for your records. The secured Chime Visa[®] Credit Card and its respective credit card account (“Card” or “Chime Card” and “Account” or “Card Account,” as further defined below) are offered by The Bancorp Bank, N.A. (“Bank”), and are distributed and serviced by Chime Financial, Inc. (“Chime”) on behalf of the Bank. “We,” “us,” and “our” means Bank and its successors and assigns.

- To get a Chime Card, you must open three accounts - a Chime Checking Account, a Chime Visa Credit Card Account, and a Chime Card Secured Deposit Account.
- To simplify your banking experience, we reflect a single balance for your accounts in your Mobile App. It is the amount available for you to spend with either your Chime Card or your Checking Account.
- When you add funds to your Checking Account, those funds are automatically transferred to your Secured Deposit Account and are still available for Chime Card or Checking Account transactions.
- Your funds will stay in the Secured Deposit Account, but you can still make transactions from your Checking Account, and we will automatically move the funds from the Secured Deposit Account to the Checking Account to fund the transaction.
- This Agreement provides you with more information on your Chime Card. Please also refer to your Deposit Account Agreement for details on your Checking Account and your Application Disclosure and Secured Deposit Account Agreement for details on your Secured Deposit Account.

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I. Important Information

A. Fees and General Information

The Card is a secured charge card. All charges made on the Card are due and payable by the Payment Due Date each month.	
Fees	
Cash Advance Transaction Fee: Over the counter ("OTC") Cash Withdrawal*	\$2.50 per transaction
Cash Advance Transaction Fee: Out of network ATM Withdrawal**	\$2.50 per transaction
Metal Card Fee***	Up to \$50.00 plus sales tax

*Represents a Cash Advance obtained through an interaction with a customer service representative of a bank or other establishment honoring the Card.

******We do not charge a fee for transactions at Allpoint® ATMs, or at Visa® Plus Alliance ATMs that are participating in the Allpoint® network or at MoneyPass® ATMs that are located in 7-Eleven, Inc. locations. All other ATM transactions will be charged a fee. In addition to any fee that we charge, the ATM operator may charge you a fee for any transaction or balance inquiry made at an ATM that is not an Allpoint ATM, Visa Plus Alliance ATM or at a MoneyPass ATM that is not inside a 7-Eleven location. This ATM fee amount will be charged to your Card Account.

*******You may have the option to select a metal Chime Card during account enrollment or in your Mobile App. The metal Chime Card is made of stainless steel (or similar metal). "Titanium" may be used to refer to the color of the metal Chime Card, but is not a specific indication of the Card material. Your offer for the optional metal Card will reflect the total cost of the Card, including sales tax, and any available payment options. You agree to pay the sales tax on the metal Chime Card as displayed to you in the offer.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in this Agreement.

How We Will Calculate Your Balance: This Card is structured as a secured charge card, which means it must be paid in full every month. To calculate your balance, we begin with the outstanding balance from the previous month, and add purchases and transactions posted to your Account associated with your Card. We subtract any payments and credits that we receive. If there is still an outstanding balance after the Payment Due Date, you agree that we may consider your Account to be in Default, and funds from your Secured Deposit Account (as defined below) may be applied to satisfy the outstanding difference. If you have chosen to participate in the automatic payments option, your balance and payments will be calculated as set forth in Section K(b) below.

B. SECURED DEPOSIT ACCOUNT

Your Card Account is secured by a deposit account ("Secured Account" or "Secured Deposit Account") that you are required to establish and maintain in order to have the Card Account. You may pay down your balance on your Card Account using funds from an external account or funds from your Secured Deposit Account. If you fail to pay back the balance on the Card Account or otherwise fail to comply with the terms of this Agreement, you could lose all funds in your Secured Deposit Account. You were provided the Application Disclosure and Secured Deposit Account Agreement ("Secured Deposit Account Agreement") when you applied for the Card Account. The Secured Deposit Account Agreement includes important provisions including information related to the Bank's security interest in your Secured Deposit Account and the Bank's

rights against all funds in that Secured Deposit Account in the event you Default under this Agreement.

c. **This Card Account and the Secured Deposit Account Are Only Available Electronically**

This Card Account and the Secured Deposit Account are only available electronically. By applying for the Card Account and Secured Deposit Account you agreed to receive all disclosures electronically. See Consent to Electronic Disclosures in this Agreement and your Secured Deposit Account Agreement. If you do not have the systems needed to receive disclosures electronically, we cannot provide this Card Account or the Secured Deposit Account to you.

d. **Negative Credit Reports**

You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

e. **State Disclosures**

California Residents: After credit approval, each applicant shall have the right to use the Card Account up to the limit of the Card Account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

Kentucky Residents: You may pay the unpaid balance of your Card Account in whole or in part at any time.

Massachusetts Residents: Massachusetts law prohibits discrimination based upon, among other things, gender identity or sexual orientation.

Nebraska Residents: Do not sign this paper before you read it. You are entitled to a copy of this paper.

New Jersey Residents: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

New York, Rhode Island and Vermont Residents: We may obtain a consumer credit report for any legitimate purpose in connection with your Card Account or your application, including but not limited to reviewing, modifying, renewing and collecting on your Card Account. Upon your request, we will inform you of the names and addresses of any credit reporting agencies that have furnished the reports.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Married Wisconsin Residents: If you are married, by submitting your Card application you are confirming that this Card obligation is being incurred in the interest of your marriage and your family. No provision of a marital property agreement, unilateral statement under Section 766.59 of the Wisconsin Statutes, or court order under Section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. If the Card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.

F. MILITARY ANNUAL PERCENTAGE RATE DISCLOSURES

Federal law provides important protections to active duty members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a card account). To hear this same disclosure and for a general description of your payment obligations for this Account, call the following toll-free number 1-844-244-6363.

II. YOUR AGREEMENT WITH US

NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.

This Agreement outlines the terms and conditions governing your use of your Card and your Account. Defined terms used in this Agreement include:

- **“Account”** and **“Card Account”** mean the secured Chime Visa Credit Card account that is opened for you and that is subject to the terms of this Agreement.

- **“Available”** is the amount of funds you may spend for Chime Card or Checking Account transactions. Subject to Section II(I) of this Agreement, your Available amount will be equal to the amount of your Credit Limit plus any Visa Money Transfers as described in Section II. D(e) below, minus the sum of (a) your New Balance, plus (b) any Purchases that we have authorized but that have not yet posted to your Card Account, plus (c) any payments that have not yet cleared as of the closing date of your Billing Cycle. Your Available amount will also be impacted by any transactions in your Checking Account, as described in Section II.D(c). As provided in this Agreement, your Available amount will change from time to time based on changes in your Credit Limit, your use of the Account for Purchases and as you make payments on your Card Account.

As explained in Section II.D(c) of this Agreement, there will be automatic transfers from your Checking Account to your Secured Deposit Account to fund your Secured Deposit Account. This does not limit use of your Checking Account, or your debit card associated with your Checking Account (“Chime Visa Debit Card” or “Debit Card”).

- **“Billing Cycle”** means the interval between Billing Statements. Each Billing Statement shows a closing date. The statement closing date is the last day of the Billing Cycle for that Billing Statement.
- **“Billing Statement”** shall have the meaning given in Section II(P) of this Agreement.
- **“Business Day”** means every day except Saturdays, Sundays and federal holidays.
- **“Card”** means the secured Chime Visa® Credit Card issued to you for your Card Account.
- **“Cash Access” or “Cash Advance” or “Cash Withdrawal”** means cash you obtain on your Card Account in any of the following ways: (a) by presenting the Card or any credit device we supply to you to any participating Visa financial institution to obtain cash, or (b) by using the Card at an Automated Teller Machine (“ATM”) or other device available for this purpose to obtain cash.
- **“Cash Deposit”** means the cash that you are able to deposit into your Card Account using your Card that is then automatically transferred to your Secured Deposit Account. See Section D(d) below.
- **“Cash Rewards”** refers to the cash rewards program as set forth in the Secured Chime Visa® Credit Card - Cash Rewards Program Addendum of this Agreement.

- **“Credit Limit”** is the amount of credit that we extend to your Card Account. Your Credit Limit is generally equal to the amount you deposit into your Secured Deposit Account (see Sections II(E through H) of this Agreement for details).
- **“Debt”** has the meaning given in Section II(N) of this Agreement.
- **“Default”** has the meaning given in Section II(N) of this Agreement.
- **“Initial Credit Limit”** has the meaning given in Section II(E) of this Agreement.
- **“New Balance”** means the total outstanding balance of your Card Account at the end of any Billing Cycle, as shown on your Billing Statement. The New Balance is calculated as the sum of any outstanding balance from the previous month and purchases and transactions posted to the Card Account, minus any payments and credits that we receive.
- **“Payment Due Date”** means the date that Total Due is Due. Your Payment Due Date is at least 21 days after the close of each billing cycle.
- **“Pending Transactions”** has the meaning given in Section II(J) of this Agreement.
- **“PIN”** means a personal identification number assigned to your Card Account.
- **“Purchase”** means your purchase of goods or services with the use of a Card or Card Account number (including, without limit, Purchases made in person, on the Internet, through mail order, or over the telephone). Tax payments made with your Card Account (including any fees charged by a tax agency) are Purchases.
- **“Secured Deposit Account”** has the meaning given in Section II(B) of this Agreement and is the deposit account you have with us that, together with the funds you deposit in it, secures your debt under this Agreement.
- **“Secured Charge Card”** means a secured credit card that requires payment in full every month. It does not have a preset limit; rather, purchases get approved based on spending and payment history, financial resources and credit record. Since charge card balances must be paid in entirety by the Payment Due Date, there is no interest rate or minimum payment. Additionally, the charge card is secured against the deposit account you have with us that secures your debt under this Agreement.
- **“Statement Date”** means the day a Billing Statement was issued.
- **“Total Due”** is equal to the New Balance.

A. Card Account Eligibility

You must have a Chime Checking Account in good standing to be eligible to apply for a Card Account. We may close your Card Account if, at any time, your Chime Checking Account is closed.

B. Secured Deposit Account

Your Card Account is secured by a deposit account (the “Secured Deposit Account”) that you were required to establish and maintain in order to have the Card Account, and by the funds you have deposited in the Secured Deposit Account. If you fail to make your required payments on your Card Account or otherwise fail to comply with the terms of the Agreement, you could lose all funds in your Secured Deposit Account. You were provided the Secured Deposit Account Agreement when you applied for the Card Account. That Secured Deposit Account Agreement includes, among other important provisions, information on the security interest you have granted to the Bank in your Secured Deposit Account and the Bank’s rights against all funds in that Secured Deposit Account in the event of your Default under this Agreement.

C. Agreement to Terms

By applying for a Card Account, signing the Card or otherwise using or consenting to the use of the Card Account, you agree to the terms and conditions of this Agreement and that this Agreement will govern your Card Account, the use of your Card, and all credit extended under this Agreement. You also agree that your use of your Card Account, whether by use of your Card or otherwise, will constitute your acceptance of, and will be subject to, this Agreement.

Where you enroll in or become eligible for additional features applicable to the use of your Card and Card Account, you agree to the terms and conditions applicable to such features, which may be found in a separate Chime agreement. For example, your enrollment in the SpotMe feature will be subject to the relevant separate SpotMe terms and conditions, as applicable, and your activation of automatic savings features like Round Up Transfers will be subject to the separate Automatic Savings Round Up Transfers Agreement.

D. Using Your Card Account

a. Available Transactions. Subject to your Credit Limit (see Sections II(E) through II(H) below) and Available amount, you may use your Card and your Card Account to make Purchases so long as you are not in Default of this Agreement. You may not obtain balance transfers from your Card Account. You can make Purchases as described in the definition of Purchase, above. When you fund your Card Account, you may create a PIN. If you do create a PIN, you can obtain Cash Access at any authorized ATM by using your Card and PIN.

b. Limitations on Using Your Card Account. You agree to use your Card Account only for personal, family, or household purposes. You also promise that your Card Account will not be used for purposes that are illegal under state or federal law, including without limit illegal gambling activity. We reserve the right to deny transactions or authorizations from merchants that appear to be engaged in illegal activities. We are not responsible if anyone does not allow you to use your Card Account or refuses to accept your Card. We may decline any transaction at any time.

c. Automatic transfers from / to Chime Checking Account. As a condition of the Card Account, you understand and authorize the Bank to automatically transfer all deposits and transfers made into your Checking Account to your Secured Deposit Account.

In addition, outstanding balances attached to the Checking Account, such as a negative Checking Account balance and amounts owed for Chime credit products will be satisfied with funds deposited or transferred to the Checking Account, as required under the applicable agreements. You may see automatic transfers between the Checking Account and the Secured Deposit Account prior to satisfying amounts owed from the Checking Account.

As a condition of the Card Account, you also understand and authorize the Bank to automatically transfer funds from your Secured Deposit Account to your Checking Account to fund transactions from your Checking Account. You may continue to transact using your Checking Account subject to your Deposit Account Agreement. Any transaction conducted out of your Chime Checking Account, or use of your Debit Card, will initiate a funds transfer from the Secured Deposit Account to your Checking Account so that the transaction will settle via your Checking Account. This will reduce your Available amount, which reflects total funds available for use with either your Card Account or Checking Account.

If these above automatic transfers are interbank transfers between Chime bank partners (for example, a transfer from the Bancorp Checking Account to the Stride Secured Deposit Account), your authorization and these interbank transfers will also be subject to the Electronic Funds Transfers Disclosure as set forth in Section II(I) of the Application Disclosure and Secured Deposit Account Agreement.

d. Cash Deposits (using your Card) / Authorization of Automatic Transfers to your Secured Deposit Account / Cash Deposit Limit.

(i) Subject to the "Maximum Balance" deposit limit as set forth in Section M of your Secured Deposit Account Agreement and the limits in sub-section iii below, you may deposit cash to your Secured Deposit Account using your Card. You acknowledge and agree that these cash deposits will initially land in the Card Account and then will be automatically transferred to your Secured Deposit Account. Therefore, you expressly authorize us to make this automatic transfer

from your Card Account to the Secured Deposit Account in the amount of the cash deposit to your Card Account upon receipt and processing of the cash deposit to your Card Account.

(ii) Furthermore, if these above automatic transfers are inter-bank transfers between Chime bank partners (for example, a transfer from the Stride Card Account to the Bancorp Secured Deposit Account), your authorization and these inter-bank transfers will also be subject to the Electronic Funds Transfers Disclosure as set forth in Section II(I) of the Application Disclosure and Secured Deposit Account Agreement.

(iii) **Cash Deposit Limit:**

Transaction Type	Frequency and/or Dollar Limits
Cash Deposit (using the card)	5 per day, \$600.00 per deposit; \$600.00 per day; \$3,000.00 per month

**** NOTE: You acknowledge and agree that a Cash Deposit using your Card is only for deposit to the Secured Deposit Account and NOT as payment for any Card balance due and owing.**

e. Visa Money Transfers to your Card Account (the “VMTs”). You acknowledge and agree that VMTs using an external credit card will land in your Checking Account and will be automatically transferred to the Secured Deposit Account and added to your Available amount.

E. Notifying You of Your Credit Limits

If we approve your application, the initial Credit Limit (the “Initial Credit Limit”) for your Card Account will be \$0. In order to increase your Credit Limit, you must activate your Card and make a deposit to your Checking Account, which will be automatically transferred to and deposited in your Secured Deposit Account. Your Credit Limit will depend on the amount in your Secured Deposit Account,

which may be reduced by Checking Account transactions that initiate an automatic transfer of funds from the Secured Deposit Account to the Checking Account. We will notify you of any change in your Credit Limit as may be required by law. Changes to your Credit Limit may take effect before you receive such notice.

F. Amount of Your Credit Limit

Your Credit Limit may be tied to and/or limited by the balance of your Secured Deposit Account. Generally, when you make deposits to your Secured Deposit Account (see your Secured Deposit Account Agreement for information on adding funds to your Secured Deposit Account), we will increase your Credit Limit to the balance of your Secured Deposit Account until such balance reaches the applicable maximum. The maximum balance amount in your Secured Deposit Account is \$250,000 unless we elect to amend it. Your deposits are FDIC-insured up to the maximum amount of \$250,000 per depositor per bank per ownership category through The Bancorp Bank, N.A., Member FDIC. Transaction limits are listed below in Section I. We shall provide notice prior to any amendments decreasing the maximum balance for your Account. If a Checking Account transaction initiates a transfer of funds from your Secured Deposit Account to your Checking Account, the balance of your Secured Deposit Account will be reduced by the amount of the transaction, which will correspond to a lower Credit Limit.

G. Future Credit Limit Changes

We may increase or decrease your total Credit Limit at our discretion. Increasing the funds in your Secured Deposit Account may not necessarily result in an increase in your Credit Limit. See “Secured Deposit Account and Credit Availability” in Section II(J), below.

H. Your Credit Limit Obligations

Your Credit Limit after opening your Card Account will appear on your Billing Statements.

You promise not to engage in any transactions that will cause you to exceed your Credit Limit. This means that your Card Account balance, including any fees, plus any transactions we have authorized but that have not yet been processed, may not exceed your Credit Limit at any time.

If you attempt a transaction that would cause you to exceed your Credit Limit, we may in our discretion authorize the transaction without increasing your Credit Limit or we may deny the authorization. If we do allow you to exceed your Credit Limit at any time, that does not obligate us to do so any other time. Without limiting our other rights under this Agreement, including our rights under the “Our

Rights Upon Default” Section II(N), you agree that if you exceed your Credit Limit at any time you will immediately pay us for the full amount of the excess over the Credit Limit, as applicable.

I. Cash Access and Transaction Limitations

With your PIN, you may use the Card to obtain cash from your Card Account at any ATM device, as permissible by a merchant, that bears the Visa®, Interlink®, or Plus® acceptance marks. All ATM transactions are treated as cash withdrawal transactions. You may use the Card at an ATM and withdraw funds at a participating bank. Cash Advances (ATM cash withdrawals) and purchases are all subject to your Credit Limit. Cash Access methods other than through an ATM, such as over the counter transactions, may not be available, based upon the merchant.

Below are the itemized cash access and spending limits for your Card Account at the time of account opening. Certain members may later be eligible for higher transaction limits at our discretion, based on Card Account history. We may change these limits with notice to you. To determine the current limits that apply to you, you can access them under the settings section of the Mobile App, contact Member Services by calling 844-244-6363 or ask the Chime Chatbot within the Mobile App.

Transaction Type	Frequency and/or Dollar Limits
Cash Advances – (ATM Withdrawal and Over the Counter)	No limit to the number of times per day Dollar amount limited by the lesser of \$1,015.00 or your Available amount, per day.
Card Transactions* (Signature and PIN)	No limit to the number of times per day Dollar amount limited by the lesser of your Available amount or \$10,000.00 per day.
*Card Transactions include, but are not necessarily limited to, any and all purchases, whether via PIN or signature, and Cash Advances.	

Transaction Type	Frequency and/or Dollar Limits
Daily limits reset based on an on-going 24-hour timeframes that begins at midnight Mountain Standard Time (MST). ATM owner-operators, merchants, and participating banks may impose their own fees and lower limits on cash advances. Fees imposed by ATM and POS device owner-operators, merchants, participating banks as well as cash withdrawal fees count toward your daily limit.	

J. Secured Deposit Account and Credit Availability

Payments on your Card Account and transfers in and out of your Secured Deposit Account will change your Credit Limit and your Available amount. Pending Purchases, merchant credits for returns, and authorization holds ("Pending Transactions") may have an effect on your Available amount. This section describes when and how your Purchases, Pending Transactions, Card Account payments and changes to your Secured Deposit Account balance will affect your Credit Limit and Available amount. Crediting of payments for purposes of your scheduled payment obligations is described in "Receipt and Crediting of Payments" in Section II(L), below. For purposes of your Credit Limit and Available amount, the following changes will apply:

- a. Single or Recurring payments you make on your Card Account from a third-party financial institution will increase your Available amount within one (1) business day after we receive the payment;
- b. Single or Recurring Payments you make on your Card Account from your Secured Deposit Account will decrease your Credit Limit immediately after we receive the payment;
- c. Purchases, including any Authorization Holds as described in Section II(M), will decrease your Available amount immediately when the Card is used at the merchant;
- d. Subject to Section II (F) and (G), single or recurring deposits you make in your Secured Deposit Account, will increase your Credit Limit within one (1) business day after we receive the deposit and may, but not necessarily, increase your Available amount;
- e. Subject to Pending Transactions, single or recurring deposits you make into your Secured Deposit Account may increase or decrease your Available amount;

For purposes of your access to your Secured Deposit Account, at no time will you be able to access more than the Available amount. See **Secured Deposit Account Agreement**.

K. Promise to Pay

- a. **General Promise to Pay.** You promise to pay us all amounts you owe on your Card Account, including without limit, the total amount of all Purchases and all other charges and fees described in this Agreement. You must make a payment every month that your Card Account reflects a New Balance (the New Balance is the entire amount that you owe us at that time), even where your Card Account may be suspended, or where we have cancelled or suspended certain credit privileges. If we do not receive your Total Due by the Payment Due Date reflected on your Billing Statement, it will be considered late and you will be in Default. See “Our Rights Upon Default” in Section II(N), below, for consequences of Default.
- b. **Making Payments.** All payments to us must be made in U.S. Dollars. You may enable automatic payments from your Secured Deposit Account to your Card Account by selecting the automatic payments option at enrollment, or by enabling automatic payments at any time thereafter in the Settings menu. You do not need to enable automatic payments to be able to deposit funds into the Secured Deposit Account or make purchases with your Card Account. Your access to credit and Available amount will be determined in the same manner whether or not you enable automatic payments. You may disable automatic payments at any time in the Settings menu.

If you enable automatic payments, funds from your Secured Deposit Account in the amount of the Total Due will be used to pay your New Balance automatically, on or before your payment due date, every month or other period that your Card Account reflects a New Balance (the New Balance is the entire amount that you owe us at that time). Automatic payments will be made even where your Card Account may be suspended, or where we have cancelled or suspended certain credit privileges. When your payment is applied, your Available amount will be reduced until you replenish your Secured Deposit Account balance.

You have the right to receive notice of your automatic payment amount ten (10) days prior to the payment occurring. By agreeing to the automatic payments option or selecting one (1) day notice in the application settings, you agree to opt-out of ten (10) days’ notice and instead will have your automatic payment applied one (1) day after the Statement Date so long as the payment amount falls within the range between \$0.00 and the total amount you’ve transferred into the Secured Deposit Account. If the payment falls outside that range, your automatic payment will be limited to the amount in your Secured Deposit Account, and you will have twenty-one (21) days from the Statement Date to pay the remaining amount due. You may change

your notice period between the one (1) and ten (10) day options at any time in the Settings menu.

You can also make payments by scheduling one-time manual payments from any bank account (including the Secured Deposit Account) that belongs to you by logging onto the Mobile App. We will not charge you a fee when you use your Secured Deposit Account to make a payment; and we will not charge you a fee when you use another third-party bank account, but that bank may charge its own fees so check with that financial institution for its limitations and fees. See “Fees” in Section II(Q), below. Where your Card Account may be suspended, or where we have cancelled or suspended certain credit privileges, you may make payment using a third-party bank account. If you need your Chime account information to initiate payment, contact us by calling our Customer Service Department at 1-844-244-6363.

- c. **Total Due Payment Requirement.** Each month you must pay the Total Due that is shown on your Billing Statement and we must receive that payment on or before the Payment Due Date shown on each Billing Statement. The Payment Due Date will be the same day of each calendar month (although if the Payment Due Date is not a Business Day, we will treat any payment received by 5:00 p.m. Eastern Time on the next Business Day as having been made on the Payment Due Date). See “Receipt and Credit of Payments,” below. If your Total Due Payment is not received by your Payment Due Date, you will be in Default. See “Our Rights Upon Default” in Section II(N), below, for consequences of Default.

L. Receipt and Crediting of Payments

To ensure a timely payment, we must receive your payment by 5 p.m. Eastern Time on a Business Day in order to be credited to your Card Account on that day. For purposes of your payment obligations, the following describes when your payments must be made in order to be credited to your Card Account on a timely basis.

- a. **Secured Deposit Account Payments.** A Chime Payment received by us by 5:00 p.m. Eastern Time will be credited to your Card Account at the time that we receive it. A “Chime Payment” is a payment that is authorized using your Secured Deposit Account that is delivered on or before your Payment Due Date.
- b. **Other Payment Options.** All “Other Payments” received by us by 5 p.m. Eastern Time on a Business Day will be credited to your Card Account the day of receipt. “Other Payments” is a payment that is made through a third-party financial institution via Automated Clearing House (ACH) and includes your accurate Card Account number in the payment instructions.

- c. **Non-Conforming Payments.** Any payment method that does not meet the requirements of the “Secured Deposit Account Payments” or “Other Payments” is “non-conforming”. Non-conforming payments will be credited to your Card Account within 5 days so long as we can identify your Card Account.
- d. **Application of Payments.** Subject to applicable law, we will apply and allocate payments and any credits on your Card Account among balances and charges in any order and manner determined by us in our sole discretion. You agree that we have the unconditional right to exercise this discretion in a way that is most favorable or convenient to us.
- e. **Irregular Payments.** We may accept late payments, partial payments, or payments marked “payment in full” without losing our rights under this Agreement, including the right to require full payment of all amounts owed under this Agreement.

M. Authorization Holds

Transactions at some merchants (such as hotels, car rental companies, restaurants, and gas stations) may result in temporary authorizations for amounts greater than the actual Purchase amount. If this happens, it will make less credit available to you on your Card Account for several days (usually until the date the actual Purchase amount is received by us from the merchant), which will be reflected in your Available amount. Because such transactions may take several days to post as a Purchase amount on your Card Account, you may see such amounts posted to your Card Account even where your Card Account has previously been suspended or any credit privileges have been cancelled or suspended.

N. Our Rights Upon Default

- a. **Events of Default.** We may consider your Account to be in default if any of the following occurs (“**Default**”): (i) you fail to meet the conditions, to perform any obligation, or to make any required payment under this Agreement or any other agreement that you make with us relating to the Debt; (ii) you have given us false or misleading information or misrepresentations; (iii) you die; (iv) any government authority takes action that we believe adversely affects your financial condition or ability to repay the Debt; (v) any guaranty or other agreement required in connection with the Debt is violated or ineffective; or (vi) you file a bankruptcy petition, a bankruptcy petition is filed against you, or you make a general assignment for the benefit of creditors. If you Default, the Bank may declare all of the Debt immediately due and payable. The Bank may also exercise all the rights of an owner of the Secured Deposit Account, as provided in your Secured Deposit Account Agreement. “**Debt**” includes all amounts you owe to the Bank, including but not limited to fees and charges

that may accrue under your Card Account, and also include without limitation any continuing guaranty arising from the Card Account, as well as each extension, refinance or renewal of such obligations, and any expenses that the Bank incurs in enforcing your obligations under this Agreement, including fees for independent and/or in-house counsel, where allowed by law. Your Secured Deposit Account does not secure any obligations to us other than the Debt, as defined above.

- b. **Our Rights Upon Your Default.** Unless you are a Covered Borrower under the Military Lending Act, you waive any defense against the Bank. Upon any Default, we are authorized to exercise all of our rights under the security interest that you have granted to us in your Secured Deposit Account. See your Secured Deposit Account Agreement for details. Without limiting the foregoing, we may act as owner of the Secured Deposit Account, withdraw funds from the Secured Deposit Account, and apply all or any portion of the funds at any time(s) to repayment of the Debt and our costs in enforcing our rights hereunder and under the Secured Deposit Account Agreement. Your Card Account privileges may also be suspended, subject to reinstatement at our discretion. We are irrevocably appointed as attorney-in-fact for the limited purpose of executing any instruments required to satisfy the Debt.

Our rights stated in this Agreement and in the Secured Deposit Account Agreement are in addition to any others we have under the law. If there is a conflict regarding the security interest between this Agreement or Secured Deposit Account Agreement and any other agreement, this Agreement and the Secured Deposit Account Agreement will control. You represent that no insolvency proceeding or general assignment for creditors is pending that would affect the Bank's security interest. If the Bank waives or delays exercising a right, it does not forfeit that right or any others. You waive any defense you may have against the Bank. The Bank can exercise its rights against the Secured Deposit Account even if you are no longer liable on the Debt because of a statute of limitations or because of other reasons. Until the Debt is fully repaid and you have no further obligations under this Agreement, you will subordinate in favor of the Bank any right of subrogation and any right to enforce a remedy the Bank now has or may later have.

o. Authorized Users

If you give your Card to any other person to use or otherwise authorize any person to use your Card Account, you will be responsible for that person's use of your Card Account and anyone else they allow to use your Card Account, even if you did not anticipate, or agree to, that use. If you suspect unauthorized use, contact Chime Member Support at 1-844-244-6363. However, you must notify us in writing if you wish to revoke any permission you gave to another person to use your Card Account. We will take commercially reasonable efforts to restrict unauthorized use, including replacing your Card with a new Card.

P. Billing Statements

Each month while your Account is open, we will provide you with a Billing Statement showing your New Balance, Total Due, and the Payment Due Date. We will provide the Billing Statement to you electronically by notifying you by email that your Billing Statement is available. When you receive this email, you will need to login to your Card Account at chime.com or the Mobile App to view and print your Billing Statement. We may discontinue sending Billing Statements to you if we deem your Card Account to be uncollectible or if we sent your Card Account to an attorney or other third party for collection purposes.

Q. Fees

- a. **Annual Fee.** There is no annual fee on your Card Account.
- b. **Late Payment Fee.** If your Total Due is not received by your Payment Due Date, you will not be charged a late payment fee, however, it will be considered late and you will be in Default. See “Our Rights Upon Default” in Section II(N), below, for consequences of Default.
- c. **Foreign Transaction Fees.** There is no fee for foreign transactions (see “Foreign Transactions” below for additional restrictions on such transactions).
- d. **Card Replacement Fee.** There is no fee to replace a plastic Card for any reason. Replacement of the metal Chime Card is subject to the Metal Card Fee of up to \$50.00, plus applicable state sales tax. We may waive the card replacement fee if we determine, in our sole discretion, replacement is necessary due to fraud on your Card Account through no fault of your own, your metal Chime Card was damaged prior to activation, or if your metal Chime Card never arrived. If you initially select a metal Chime Card, but subsequently prefer to replace it with a plastic card, you will not be charged a fee. You are responsible for safeguarding your Card. We reserve the right to cancel your Card Account for excessive requests for Card replacement. The determination of what constitutes excessive shall be made in our sole discretion.
- e. **Expedited Card Replacement Fee.** We will impose a \$20.00 fee if you request that we expedite the delivery of a replacement Card to you.
- f. **Fees for Other Services.** We may charge you other fees for services associated with your Account that you request in accordance with applicable law.
- g. **Cash Advance Fee.** The out-of-network ATM or OTC withdrawal fee is \$2.50 per transaction. We do not charge a fee for transactions at Allpoint® ATMs, or at Visa® Plus Alliance ATMs that are participating in the Allpoint network or at MoneyPass® ATMs that are located in 7-Eleven, Inc. locations. All other ATM

transactions will be charged a fee. In addition to any fee that we charge, the ATM operator may charge you a fee for any transaction or balance inquiry made at an ATM that is not an Allpoint ATM, Visa Plus Alliance ATM or at a MoneyPass ATM that is not inside a 7-Eleven location. This ATM fee amount will be charged to your Card Account.

- h. **Metal Card Fee.** The Metal Card Fee is up to \$50.00 plus applicable sales tax, depending upon the state listed in your permanent address. You may have the option to select a metal Chime Card during account enrollment or in your Mobile App. The metal Chime Card is made of stainless steel (or similar metal). "Titanium" may be used to refer to the color of the metal Chime Card, but is not a specific indication of the Card material. Your offer for the optional metal Card will reflect the total cost of the Card, including sales tax, and any available payment options.

R. Consent to Electronic Disclosures

This Card Account is only available electronically. In order for you to obtain and maintain the Account, you agree to receive all disclosures electronically, pursuant to the Electronic Communications Agreement which you previously agreed to when you opened your Account and available at <https://www.chime.com/policies/bancorp/electronic-communication-agreement/>. If, for some reason, you cannot receive communications electronically in the future, you should close your Card Account. See "Cancellation and Change in Terms" in Section II(Z) of this Agreement for more information on closing your Card Account and the consequences of doing so.

s. Liability for Certain Unauthorized Card Transactions

If you believe that your Card or Card Account has been used without your permission, contact us at once by calling our Customer Service Department at 1-844-244-6363. You must provide a written statement that includes your name, account number, the dollar amount of your suspected error, why you believe it is an error, type of unauthorized transaction(s) with the date(s) and amount(s) of error. Except as provided below, your liability for unauthorized transactions that are processed on the Visa network is zero dollars (\$0). We may require you to provide a written statement regarding claims of unauthorized transactions. This protection does not apply if we determine that you have been fraudulent or negligent in the handling of your Card. These provisions limiting your liability also do not apply to any credit transactions that are not processed by Visa. See "YOUR BILLING RIGHTS" below for more information concerning your rights and our responsibilities under the Fair Credit Billing Act and your potential liability for transactions that are not covered by this section.

T. Disputes

We are not responsible for refusal by any merchant, financial institution, or automated equipment to honor or accept your Card, and we have no responsibility for merchandise or services obtained by you with your Card except as provided in the “YOUR BILLING RIGHTS” section of this Agreement below. You agree to use your best efforts to resolve any dispute concerning merchandise or services with the merchant concerned.

U. Cards

Any Cards that we issue to you belong to us. We, a merchant, or any party acting on our behalf, may retain your Card without prior notice to you. You agree to sign your Card in the space provided for authorized signatures before you use the Card. Your Card is issued with an expiration date. We have the right not to renew your Card or Card Account. If we have not terminated your Account or exercised our right not to renew your Card Account, we will send you a new Card when your prior Card expires.

V. Right of Reversal, Problems That Could Occur with Deposits, Transfers, or Credits to your Accounts.

Error Adjustments: If funds are deposited, transferred, or credited to your Secured Deposit Account or Credit Card Account by mistake or other error, we may correct the situation by deducting the amount of the erroneous deposit, transfer, or credit from that account without prior notice to you. If there are not enough funds in your Checking Account or Savings Account at that time, your Checking Account or Savings Account – including those subject to the SpotMe feature – could become overdrawn. Such adjustments may also cause you to exceed your Card Account’s credit limit. See the “No Overdrafts” and “Right to Set Off” sections of your Chime Checking Account or Savings Account Agreement, or the “Amount of Your Credit Limit” and “Your Credit Limit Obligations” sections of this Agreement, for more information about what could occur if you have a negative balance in your Checking Account or Savings Account or overdraw your Card Account credit limit.

W. No Waiver of Rights

We may delay in enforcing our rights under this Agreement without losing those rights or any other rights. We may waive enforcement of our rights in one or more instances without waiving those rights or any other rights in other instances. Subject to applicable laws, unless you are a “covered borrower” under the Military Lending Act, which generally includes an active duty servicemember or dependent of a servicemember and is defined at 32 CFR § 232.3, you waive presentment, notice of dishonor, protest, and all other demands and notices in

connection with the delivery, acceptance, performance, or enforcement of this Agreement.

x. Our Communications with You

You expressly authorize us (which includes, for purposes of this paragraph, our affiliates, agents, and contractors) may monitor or record any calls between you and us. If we need to contact you to service your Card Account or to collect amounts you owe to us, you authorize us to contact you at any number: (a) you have provided to us; (b) from which you called us; or (c) which we obtained and believe we can reach you at (including wireless, landline and Voice Over Internet Protocol numbers). We may contact you in any way, such as calling, texting, or email. We may contact you using an automated dialer or using artificial or pre-recorded messages. You understand that anyone with access to your telephone may listen to or read the messages we leave or send you, and you agree that we will have no liability for anyone accessing such messages. You further agree that we may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider of telecommunications, wireless and/or data services, and you agree that we will have no liability for such charges. You agree that you are the owner and/or primary user of any telephone number or email address you provide to us and that you will promptly notify us if this is no longer true as to any such telephone number or email address.

y. Assignments and Transfers

Your rights under this Agreement may not be transferred by operation of law or otherwise. However, your obligations under this Agreement shall be binding upon your estate or personal representatives. The Bank may sell your Card Account and Secured Deposit Account and/or assign or transfer this Agreement and our related rights and obligations without prior notice to you and without your consent.

z. Cancellation and Change in Terms

a. **You May Close Your Card Account.** You may close your Card Account at any time by notifying us at 1-844-244-6363. We will cancel your Card Account after we receive notice from you and have a reasonable opportunity to process your notice. You agree that we are not responsible for any costs, damages, or inconvenience you may suffer as a result of our cancelling your Card Account.

b. **We May Close Your Card Account.** Even if you are not in Default, we may:

- cancel or suspend your privileges to make Purchases; or
 - otherwise cancel or suspend any Card Account privileges or benefits (whether or not such privileges or benefits are described or referred to in this Agreement). We may do so for any reason, including Card Account inactivity, in our sole discretion. We will provide you with notice of any such action if required to do so by applicable law; or
 - close or suspend your Card Account at any time, including if we have closed or suspended other of your accounts held by us or if other of your accounts held by a Chime partner bank have been closed or suspended.
- c. **No More Transactions if Card Account is Closed.** If either you or we close your Card Account, you may not make further Purchases with your Card or Card Account. However, you will remain responsible and must pay for all credit owed to us (extended to you or arising from use of your Card Account prior to or subsequent to cancellation). We also will return to you the funds from your Secured Deposit Account only as described in the Secured Deposit Account Agreement.

AA. Changing Terms of Your Card Account

We may amend the terms of this Agreement, including the amount of any Card Account fees, from time to time in our sole discretion. Depending on the nature of the change, the amendment to this Agreement may, on or after the date on which it becomes effective, apply to all of your then-outstanding unpaid indebtedness to us under your Card Account. If required by applicable law, we will (a) send notice of the changes to you at the address shown on our records for you and (b) give you the right to opt out of the change. If you opt out of the change you will be unable to initiate any further transactions on the Card Account and you will be required to repay the amount that you owe us under the terms and conditions of the then existing Agreement.

AB. Governing Law

You understand and agree that (a) this Agreement is subject to applicable federal laws and, to the extent not preempted by federal law, the laws of the State of South Dakota, and (b) your Card Account was opened or will be continued after approval by us in the State of South Dakota. If any provision of this Agreement is in conflict with applicable law, that provision shall be considered modified to the extent necessary to comply with such law. In particular, if you are a Covered Borrower under the Military Lending Act, any provision of this Agreement that is inconsistent with the Military Lending Act does not apply to your Account.

AC. Obtaining Credit Information

When you applied for your Card Account, you authorized us to make or have made any credit, employment, or other investigative inquiries we deemed appropriate (including, without limit, obtaining a consumer report) prior to extending credit to you. You also authorized us to make such inquiries and obtain consumer reports when renewing, updating, or collecting on your Card Account in the future. You also authorized us to access credit reports in connection with the maintenance of your Card Account. Upon your request, we will tell you whether we obtained a consumer report and the names and addresses of any consumer-reporting agencies that provided such reports.

AD. Foreign Transactions

You may choose to use your Card to make a Purchase in a foreign country (a "Foreign Transaction"). If your Foreign Transaction is in a currency other than U.S. dollars, the transaction will be converted into a U.S. dollar amount by Visa International Inc., using the procedures established by Visa International, Inc., based on the exchange rate in effect at the time the transaction is processed. The exchange rate between the transaction currency and the billing currency used for processing Foreign Transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or a government-mandated rate in effect for the applicable central processing date, in each instance. There is no Foreign Transaction Fee as disclosed in the table at the top of this Agreement. We monitor your accounts for signs of potential fraud, which could include the use of your Card in a manner that is out of the ordinary.

If you are planning on using your Card in a foreign country (for example, if you are traveling abroad) please let us know in advance. Otherwise, it is possible that your Foreign Transactions may be delayed or declined. For example, there are some countries in which we are required by law to block transactions and some countries for which we will not authorize the use of your Card Account due to fraud, terrorism or other concerns. Those countries change from time to time, so contact us in advance if you are planning on using your Card in a foreign country and want to confirm that the Card can be accepted in that country.

AE. Disclosure of Information to Third Parties

By requesting, obtaining or using a Card from us you agree that we may release information in our records regarding you and your Card Account: (a) to comply with government agency or court orders; (b) to share your credit performance with credit reporting agencies and other creditors who we reasonably believe are or may be doing business with you on your Card Account; (c) to provide information on your Card Account to any third party who we believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act; (d) to share

information with our employees, agents or representatives performing work for us in connection with your Card Account; or (e) as otherwise permitted by the Bank's privacy policy. We provide a copy of the Bank's privacy notice at the time your Card Account is established and annually thereafter. Our privacy policy is also available on our website at <https://www.chime.com/policies/bancorp/privacy-policy/>.

AF. **Furnishing Information to Third Parties**

If you believe that we have furnished any inaccurate information relating to your Card Account to any consumer-reporting agency, you may notify us at 1-844-244-6363. To help us respond to your notification, you must include your Card Account number, Social Security number, the name of the consumer-reporting agency reflecting the inaccurate information, and an explanation of why you believe the information is inaccurate. You understand that you may also contact the appropriate consumer-reporting agency directly at the following address and toll-free number: Equifax, P.O. Box 740241, Atlanta, GA 30374, 1.800.685.1111; Trans Union, P.O. Box 1000, Chester, PA 19022, 1.800.916.8800; or Experian, P.O. Box 2002, Allen, TX 75013, 1.888.397.3742.

AG. **Negative Credit Reports**

YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING YOUR CREDIT HISTORY WITH US MAY BE SUBMITTED TO A CREDIT-REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

AH. **Force Majeure**

Unless otherwise required by applicable law, we are not responsible and will not incur liability to you for any failure, error, malfunction or any delay in carrying out obligations under this Agreement if such failure, error or delay results from causes that are beyond our reasonable control (including, but not limited to inclement weather, fire, flood, acts of war or terrorism, and earthquakes).

III. ARBITRATION NOTICE

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT MAY BE RESOLVED BY BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR

HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.

CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. YOU EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ARBITRATE A CLASS ACTION. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.

Arbitration of Claims. Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to (i) the Card; (ii) any service relating to the Card; (iii) the marketing of the Card; (iv) this Agreement, including the validity, enforceability, interpretation, scope, or application of the Agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which shall be for a court to decide); and (v) any other agreement or instrument relating to the Card or any such service ("Claim") shall be decided, upon the election of you or the Bank (or the Bank's agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration pursuant to this arbitration provision and the applicable rules and procedures of the arbitration administrator in effect at the time the Claim is filed. The American Arbitration Association ("AAA") shall serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: on the web at www.adr.org or by writing to AAA at 1633 Broadway, 10th Floor, New York, NY 10019.

Other Claims Subject to Arbitration. In addition to Claims brought by either you or the Bank, Claims made by or against the Bank or by or against anyone connected with you or the Bank or claiming through you or the Bank (including a second cardholder, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.

Exceptions. You and we agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court so long as the Claim is pending only in that court. This arbitration provision also does not limit or constrain the Bank's right to interplead funds in the event of claims to Secured Deposit Account funds by several parties.

Individual Claims Only. It is the intent of the parties to require Claims to be submitted to arbitration on an individual basis only. ***Claims subject to this***

arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing. However, co-applicants, second cardholders and authorized users of a single Card and/or related cards are considered as one person, and the Bank, its officers, directors, employees, agents, and affiliates are considered as one person.

Arbitration Fees. If you initiate arbitration, the Bank will advance any arbitration fees, including any required deposit. If the Bank initiates or elects arbitration, the Bank will pay the entire amount of the arbitration fees, including any required deposit. Notwithstanding any provision of this arbitration provision or the rules and procedures of the arbitration administrator, the Bank will be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.

Procedure. A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years' experience or who is a former or retired judge. The arbitration shall follow the rules and procedures of the arbitration administrator in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, in which case this arbitration provision shall govern. Any in-person arbitration hearing for a Claim shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA") and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. At the request of any party, the arbitrator will provide a written explanation of the basis for the disposition of each claim, including written findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.

Military Lending Act. Arbitration does not apply to you if you are covered by the Military Lending Act nor do any provisions that waive any right to legal recourse under any state or federal law to the extent required by the Military Lending Act.

IV. YOUR BILLING RIGHTS

KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do If You Find A Mistake On Your Billing Statement:

If you think there is an error on your Billing Statement, write to us at:

PO Box 417
San Francisco, CA 94108

In your communication, give us the following information:

- ***Account information:*** Your name and Card Account number.
- ***Dollar amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Billing Statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Communication:

When we receive your communication, we must do two things:

1. Within 30 days of receiving your communication, we must tell you that we received your communication. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your communication, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your Statement.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- ***If we made a mistake:*** You will not have to pay the amount in question or any other fees related to that amount.
- ***If we do not believe there was a mistake:*** You will have to pay the amount in question, along with applicable fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied with Your Card Purchases:

If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase.

To use this right, all of the following must be true:

1. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the Purchase price must have been more than \$50. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the Purchase.
3. You must not yet have fully paid for the Purchase.

If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us in writing at:

PO Box 417
San Francisco, CA 94108

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

What Happens to Funds in Your Secured Deposit Account When We Investigate an Error

We will place a provisional hold on the funds in your Secured Deposit Account while we investigate the error, up to the total Dollar Amount that was charged potentially in error until the investigation is complete to make sure your Credit Limit remains secured. This means that if the Total Dollar Amount of your Error is \$100.00, we will place a provisional hold on \$100.00 in your Secured Deposit Account while we investigate the potential error.

When we complete our investigation, you will have access to the funds in your Secured Deposit Account in accordance with the Secured Deposit Account Agreement. This means that if the Total Dollar Amount of potential error is \$100.00, and an error is found, you will have access to transfer \$100.00 out of your Secured Deposit Account, or up to the amount allowed in accordance with the Secured Deposit Account Agreement.

This Agreement is effective 08/2025

Last revised: 08/2025