

Effective as of January 1, 2026

Credit Card Agreement

Rates and Fees Table

Interest Rates and Finance Charges	
Purchase Annual Percentage Rate (APR)	28.24%. This APR will vary based on changes to the Prime Rate.
How to Avoid Paying Interest	Your due date is at least 21 days after the close of each billing cycle. We will not charge interest on new purchases if you have paid your entire balance by the due date each month.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fee	None
Transaction Fees Foreign Transaction Fee	3% of each transaction in U.S. dollars.
Penalty Fees - Late Payment - Returned Payment	Up to \$8 Up to \$41

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases)”. See your Credit Card Agreement for more details.

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

How Do You Calculate My Variable Rates? Your variable rates may change when the Prime Rate changes. We calculate variable rates by adding a percentage to the Prime Rate published in The Wall Street Journal on the 25th day of December, March, June and September. If the Journal is not published on that day, then see the immediately preceding edition. Variable rates on the following segment(s) will be updated quarterly and will take effect on the first day of your January, April, July and October billing periods.

Prime Rate: U.S. Prime Rate effective as of December 25, 2025 is 6.75%.

Purchase APR - Prime Rate plus a margin rate 21.49% is 28.24%.

The daily periodic rate for your Purchase APR is 0.0784%.

Your APR will never exceed 36%.

Avoiding Paying Finance Charges. You won't pay any interest on purchases if you pay the statement's New Balance in full by the Payment Due Date. We call this a grace period on Purchases. If you don't pay your New Balance in full by the Payment Due Date, you'll pay interest on your purchases from the date they're posted to your Account. You also won't have a grace period on Purchases and you will pay interest on Purchases until you pay your statement's New Balance in full by the Payment Due Date for two Billing Cycles in a row.

Military Lending Act Disclosure: The following disclosure applies to persons covered by the Military Lending Act. Other governmental programs and laws may also govern or apply to this transaction but are not described in the following disclosure. Federal law provides important protections to 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 credit application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this information and a description of your payment obligation verbally, please call 1-844-537-1670.

The Fasten Credit Card is issued by Celtic Bank ("Bank"). Visa is a registered trademark of Visa International Service Association, and is used by the Bank pursuant to a license from Visa International Service Association.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND A WAIVER OF CLASS ACTION AND JURY PROVISION, UNLESS YOU OPT-OUT AS DETAILED IN THE ARBITRATION SECTION BELOW OR UNLESS YOU ARE COVERED BY THE MILITARY LENDING ACT. IF YOU ARE COVERED BY THE MILITARY LENDING ACT, THEN SECTION 22 DOES NOT APPLY TO YOU.

This Credit Card Agreement (this "Agreement") contains the terms and conditions that govern your use of the Fasten Credit Card and corresponding credit card account ("Account"), which has been issued to you by the Bank. Fasten Rewards Inc. ("Fasten" or "Program Manager") is the Bank's program partner responsible for managing the Account and providing customer service on the Bank's behalf.

We have agreed to lend you money as described in this Agreement, and you agree to pay us back together with interest charges and fees. You do not have to sign this Agreement, but once you have activated, accepted, signed or used the Card or the Account, you acknowledge and agree to the terms and the provisions contained in this Agreement, which includes an arbitration provision (provided, however, if you are covered by the Military Lending Act, the arbitration provision will not apply). The application you signed or otherwise submitted (including the federal and state notices), any temporary card and the card carrier the Bank sends with your Card are part of and are incorporated into this Agreement. Please read them in their entirety and keep them for your records.

This Agreement outlines your responsibilities and ours. This Agreement includes the Rates and Fees Table above and the terms below. In addition to this Agreement, your Card and Account are governed by Statements, our privacy policy, any brochure describing benefits provided by Visa International Service Association, all disclosures and materials provided to you before and when you applied for and/or opened your Account, and any future changes to the aforementioned documents.

If any fee in the Rates and Fees Table is marked “none” or “not applicable”, the section of this Agreement that relates to that fee does not apply.

If you have any questions about this Agreement or your Card or Account, contact our Program Manager at help@fasten.cc.

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

1. Definitions.

All capitalized terms used in this Agreement and not otherwise defined have the meanings set forth below.

“APR” means the Annual Percentage Rate (which is a measure of the cost of credit, expressed as a yearly rate) applicable to your Account.

“Billing Cycle” means the time period between Statements and is used to manage your Account. Each Statement shows the closing date, which is the last day of the Billing Cycle.

“Card” means one or more cards or other access devices, including your account number or virtual card, that we may issue to allow you to use to access credit on your Account, and includes all renewals and substitutions of the same.

“Credit Limit” means the amount you are permitted to borrow from us over time.

“Fees” means charges imposed on your Account not based on the APR.

“Minimum Payment” means the minimum amount you must pay by the Payment Due Date shown on your Statement.

“New Balance” means the total amount you owe us as of a Statement closing date.

“Payment Due Date” means the payment due date shown on your Statement. It will be at least 21 days from the Statement closing date.

“Purchase” or “purchase” means the use of your Account or Card to buy or lease goods or services. Tax payments and any other associated fees are considered purchases.

“Statement” means the periodic statement we send to you in connection with your Account. Your Statement will include all transactions billed to your Account during a Billing Cycle and information about payments owed to us.

“We,” “us,” and “our” mean Celtic Bank, and its agents, authorized representatives, successors, and assignees.

“You” and “your” mean each and all of the persons who are granted, accept or use the Account and any person who has guaranteed payment of the Account.

2. Account Information and Contacting You

- a. **Account Information.** We need information about you to open and manage your Account. This includes, but is not limited to: (1) your legal name; (2) a valid mailing address; (3) your date of birth; (4) your Social Security number or other government identification number; (5) your telephone number(s); (6) your email address; and/or (7) your employment and income information. You must tell us when this information changes. We may ask you for additional documents and to verify any changes to information you have provided us. Failure to do so may result in suspension or termination of the Account. We may restrict or close your Account if we cannot verify your information, or if you do not provide it as requested.
- b. **Contacting You.** To the extent permitted by applicable law, you authorize us and Program Manager and each of our and Program Manager's affiliates, agents, and contractors, and anyone to whom we may sell your Account or amounts you owe on your Account, to contact you to service your Account or for collection purposes. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that we, our affiliates, agents, and contractors (including, but not limited to, Program Manager) and anyone to whom we may sell your Account or amounts you owe on your Account may: (1) contact you in any way, including mail, email, calls, and texts, including a mobile, wireless, or similar device, even if you are charged by your provider, and using automated telephone equipment or pre-recorded messages; (2) contact you at any number that you have given us or any number we have for you in our records, including your cellular or other wireless device, even if that number is a wireless, cellular, or mobile number, is converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry; and (3) contact you at any email address you provide to us or any other person or company that provides any services in connection with this Agreement. We may monitor, tape or electronically record our telephone calls with you, including any calls with our customer service department, collection department and any other department. For the avoidance of doubt, to the extent permitted by law, you agree you will accept calls from us regarding your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree to notify us immediately if you change your email address, mailing address, or phone number.

3. Use of Your Account

You may use your Account for purchases and any other transactions we may permit from time to time. You authorize us to pay for all transactions made in connection with your Account. We will apply each transaction against your available credit for that category. You agree that we may rely on information provided by merchants and your applicable payment network to categorize transactions among purchases.

You promise to use your Account only for personal, family, or household purposes. You agree that you will not use your Card in any illegal transaction and are responsible for any transactions if you do. You will only use your Account for transactions that are legal where you conduct them. You understand that our services, including access to the Account, may not always be available, and that we are not liable for any losses that may result when such services are unavailable due to any reason outside of our control. We are not responsible for anyone who refuses to accept your Card. We have no responsibility for failure of any machine, merchant financial institution or any other party to honor your Card. We may decline to authorize a transaction for any reason, including, but not limited to, if we believe you may be engaging in illegal internet gambling or the merchant with whom you are transacting with may be involved in such business or in any other illegal activity. We are neither responsible for any losses you may incur if we do not authorize a transaction nor are we responsible or liable if you engage in an illegal transaction. You understand that any person may deny acceptance of or refuse to accept your Card and we are not responsible for such denial or refusal.

4. Promise to Pay.

You promise to pay us the amounts of all credit you obtain, which includes all purchases and other transactions made using your Card or posted to your Account. You also agree to pay us all the amounts of interest charges, fees and any other transactions charged to your Account. This includes amounts where you did not sign a purchase slip or other document for the transaction. If your Account is a joint account,

you and your joint account holder promise to pay and are jointly and individually responsible for all amounts due on the Account. If you let someone else use the Account, you and any joint account holder are responsible for all charges made by that person, whether or not you have notified us that the person will be using your Account and whether or not the amount of the actual use exceeds your permission. To the extent permitted by applicable law, you agree to pay all costs and disbursements, including reasonable attorney fees, incurred by us in legal proceedings to collect or enforce your indebtedness and/or the terms of this Agreement.

5. Authorizations

We do not guarantee approval of transactions. We reserve the right to deny transactions for any reason, such as Account default, suspected fraudulent or unlawful activity, internet gambling, lotteries, cash equivalents, or any indication of increased risk related to the transaction. We also may limit the number of authorizations we allow during a period of time. When you use your Card or Account to initiate a transaction at certain merchant locations, such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed by the merchant on the available credit in the Account for an amount equal to or in excess of the final transaction amount. The credit amount subject to the hold will not be available to you for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take several days for the hold to be removed. During that period, you will not have access to the credit amount subject to the hold. Please be advised that you may experience difficulties using a Card at unattended vending machines, kiosks, and gas station pumps. If a Card is declined at a “pay at the pump” gas station even though you have sufficient credit available, you should pay for the purchase inside with the cashier. If you give your Card information to a merchant to bill your Account for recurring payments, or to keep it on file for future purchases or payments, and your Card number, expiration date, or security code changes, you should notify the merchant with your new Card information.

6. Disputed Transactions

You must inspect each Statement you receive and must immediately contact us about any errors or questions you have, as described in “Billing Rights” below. If you do not notify us of an error, we will assume that all information on the Statement is correct. If we credit your Account for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction, and will also: (1) give us any information about the disputed transaction, if we ask; (2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and (3) help us get reimbursement from others.

7. Credit Limits

Your Account allows you to pay your Account balance in full each month or pay a portion of your Account balance over time. Your Credit Limit will be disclosed in the document that accompanies your Card and on your Statements. We may give you different Credit Limits for the different portions of your Account. You are responsible for keeping track of your balances and your available credit for each transaction type (e.g., purchases etc.). We may, but are not required to, approve transactions that exceed your applicable Credit Limit, without obligating us to do so in the future. Subject to applicable law, we may refuse to authorize or accept any transaction on your Account or Card at any time as described in this Agreement. We may also from time to time and in our sole discretion change your Credit Limit; reduce your Credit Limit to \$0 and close your Account; or limit the number or amount of transactions on your Account based on an evaluation of various factors. You agree not to exceed your Credit Limit unless authorized by us. We can require that you immediately pay to us any amount in excess of your Credit Limit. You are liable for the entire outstanding balance on your Account, even if it exceeds your Credit Limit. If we honor your request for a transaction that will cause you to exceed your Credit Limit (without increasing your total Credit Limit), all the provisions of this Agreement will apply to that excess, you will be charged finance charges on the excess as described in this Agreement, and you must pay the entire excess to us on demand. Although we may post payments as of the date we receive them, your Credit Limit may not be restored in the amount of the payment for up to seven (7) days after we receive your payment, to make sure we receive the funds.

8. Foreign Transactions

A foreign transaction is any transaction (1) made in a foreign currency, or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign transactions include, for example, online transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. If you make a foreign transaction, we will assess a foreign transaction fee (see Interest and Fees below). If a transaction is made in a foreign currency, the transaction will be converted by Visa International Service Association into a U.S. dollar amount in accordance with Visa International Service Association's operating regulations or conversion procedures in effect at the time the transaction is processed. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

9. Interest and Fees

Interest Charges. When applicable, interest accrues daily at the applicable APR for purchases and compounds daily on new transactions and balances remaining from previous Billing Cycles. Interest charges will continue to accrue on every unpaid amount until it is paid in full, and interest charges accrue even though you have paid the full amount of any New Balance because we include any accrued but unpaid interest in the calculation of each balance subject to interest rate. This means you may owe interest charges even if you pay the entire New Balance one Billing Cycle, but did not do so for the previous two Billing Cycles. See "Avoid Paying Interest Charges" above regarding when you will be eligible for a grace period on Purchases. Unpaid interest charges are added to the applicable transaction type (e.g., purchase) of your Account. However, we reserve the right to not assess finance charges at any time. We will not charge you any interest on purchases if you always pay your entire New Balance by the Payment Due Date.

Calculating Interest Charges and Balances Subject to Interest Rate: We impose interest on your Account using the average daily balance method (including new purchases). We calculate that as follows:

- To calculate interest we first calculate a separate daily balance for each transaction type (e.g., purchases).
 - To calculate the daily balance, we start with the balance at the end of the previous day, which includes any unpaid interest charges on that balance (known as compounding of interest).
 - We add any new transactions, interest, or fees and subtract any new credits or payments allocated to that balance, and make other adjustments.
 - We treat a daily balance less than zero as a zero balance.
- To calculate the "average daily balance," we do the following:
 - For each balance for each transaction type, we add up all the daily balances starting with the beginning balance on the Billing Cycle's first day and divide by the number of days in the Billing Cycle. This gives us the "average daily balance" for the balance for the transaction type.
- To calculate the total interest for each balance type, we do the following:
 - We multiply the average daily balance by its daily periodic rate.
 - We multiply that number by the number of days in the Billing Cycle.

The total interest charge for a Billing Cycle is the sum of the interest charges for each balance type.

The daily periodic rate equals the APR divided by 360. You authorize us to round interest charges to the nearest cent. We may use mathematical formulas that produce equivalent results to calculate the balance subject to interest charges and related amounts.

We add transactions and fees to your daily balance no earlier than the date of the transaction; however, fees may be added on the date of a related transaction, the date they are posted to your Account, or the last day of the Billing Cycle, whichever we may choose.

Introductory Purchase and Promotional APR Offers. At our discretion, we may offer you an introductory or promotional APR for all or a part of your transactions. For example, we may offer you a promotional APR to encourage specific transactions, or an introductory APR for purchases when you open an Account. The period for which the introductory or promotional APR applies may be limited. Any introductory or promotional APR offer will be subject to the terms of the offer and this Agreement. If applicable, we will

disclose information regarding any introductory or promotional APRs and the period during which they are in effect in the document that accompanies your Card or in materials we send you about the offer after you obtain your Card. If (i) we receive a Minimum Payment Due after its Payment Due Date; or (ii) (A) an electronic payment order that you have used for payment on your Account has been returned to us unpaid for any reason, (B) we must return a check or other instrument because it is not signed or is otherwise incomplete, or (C) a convenience check used to access your Account is not honored for any reason, we may adjust the APR to the purchase APR then in effect as applicable.

Fees. The following fees apply to your Account. The application and payment of a fee will not correct the situation which caused the fee to be charged.

Annual Fee. None.

Foreign Transaction Fee. As described in the Foreign Transactions section, if you make a transaction in a foreign currency, Visa International Service Association will convert it into a U.S. dollar amount. We charge a foreign currency conversion transaction fee of 3% of the U.S. dollar amount of each transaction made in a foreign currency. This foreign currency transaction fee is in addition to any foreign transaction fee assessed by Visa International Service Association or any third party, which will also be posted to your Account.

Late Fee. Up to \$8.

Returned Payment Fee. Up to \$41.

Additional fees may be charged if agreed between you and us, or you and Program Manager.

10. Statement

We will generally send or make available to you one Statement for your Account at the end of each Billing Cycle. However, under certain circumstances, the law may not require us to send or make available to you a Statement, or may prohibit us from doing so. We send only one Statement for all Cards with your Account number. If there are two or more of you, you agree that all Statements and notices regarding the Account may be sent solely to the email shown on our billing records. The Statement will show the total amount that you owe us at the end of the current billing period, including any interest charges, fees, debt cancellation (if applicable), the minimum payment due, and the Payment Due Date (which date is at least 21 days from the monthly statement closing date). Each Statement covers a Billing Cycle. Please review each Statement carefully. You must notify us promptly of any change in your name, residence or billing address by emailing us at or contacting us at help@fasten.cc. Preservation of your rights under federal law regarding the resolution of billing errors depends upon your timely recognition of potential errors, as explained below. We will not send your Statement if (a) we deem your Account uncollectible, (b) delinquency collection proceedings have been instituted, or (c) for any other reason permitted by applicable law. The "closing date" is the last day of the Billing Cycle. All transactions received after the closing date will appear on your next Statement.

11. Payment on Your Account

Your payment is due on or before the Payment Due Date shown on your Statement. You must pay at least the Minimum Payment, which is the greater of (a) \$25 (or the total amount you owe if less than \$25); or (b) the sum of (1) 3% of the New Balance on your Statement the periodic interest charges, and fees we have billed you on the Statement for which your Minimum Payment is calculated, (2) any amounts that are past due, and (3) the portion of your balance that exceeds your Credit Limit Notwithstanding the previous sentence, if your New Balance is less than \$25, you must pay us the total New Balance.

In addition, you may pay any part or all of the total balance of your Account at any time without incurring any prepayment charge. You may pay without penalty any portion of the entire New Balance or more than your Minimum Payment before the Payment Due Date. You understand that by making a prepayment, the total amount you owe us will be reduced but that you must still pay the amount of the Minimum Payment

as reflected in your Statement if the prepayment amount is less than the Minimum Payment amount. If you overpay or if there is a credit balance on your Account, we will not pay interest on such amounts. We will continue to charge finance charges as set forth in this Agreement during Billing Cycles when you carry a balance regardless of whether your Statement includes a Minimum Payment that is due.

Returns and other credits to your Account will reduce your Account balance. We reserve the right to reject any payment if your Account has a credit balance as of the day we receive that payment. Generally, credits to your Account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Minimum Payment. If your Account is at least 90 days past due, is part of a bankruptcy proceeding or is otherwise charged off, the total balance is immediately due and payable.

12. Payment Application and Instructions; Refunds

When you make a payment, generally, we first apply your payment to the Minimum Payment on your monthly statement. Any payment above your Minimum Payment would generally then be applied to the balance on your monthly statement with the highest APR first. If you do not pay your New Balance, as shown on your Statement, in full each month, you may not be able to avoid interest charges on new purchases. We apply payments to balances as they appear on your monthly statement before being applied to new transactions. An example of a new transaction is a recent purchase you made that has not yet been included in the New Balance as shown on your Statement.

All payments must be made in U.S. dollars drawn on funds on deposit in the United States. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Payments on your Account should be through the Fasten website or the Fasten app using your externally connected account via ACH as a one-time payment, by setting up automatic payments, or by check. If paying by check, you must not (i) send us a check dated after the date we receive it, or (ii) endorse more than one check per envelope. You will not mail us cash. You must follow any additional payment instructions shown on your Statement. You agree that we may accept any such payment, late payments, partial payments, and payments marked "paid in full", "without recourse", or otherwise restrictively endorsed without waiving our right to payment in full of your entire Account balance. We may make services available that allow you to make faster or recurring payments online or by telephone. We will describe the terms for using these services before you use them. You do not have to use these other payment services. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account. We may resubmit and collect returned payments electronically. If necessary, we may adjust your Account to correct errors, process returned and reversed payments, and handle similar issues. We may reject and return any payment that creates or adds to a credit balance on your Account. We may without notice restrict the availability of any credit balance in our sole and absolute discretion. We may reduce the amount of any credit balance by any new charges. You may email help@fasten.cc or call the number on the back of your Card to request a refund of any available credit balance.

13. Authorized Transactions

You are responsible for all authorized transactions initiated and fees incurred by use of the Card. If you permit another person to have access to the Card or Account, this will be treated as if you authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms of this Agreement, subject to applicable law and any billing or error resolution rights you may have under this Agreement. You are responsible for all authorized transactions initiated and fees incurred by use of the Card. For the avoidance of doubt, you must pay us for all charges made by any person who you grant access to your Card or Account, including charges for which you may not have intended to be responsible. In addition, you must pay us all fees that may become due under the terms of this Agreement in connection with such charges or any actions or omissions of any person who you grant access to your Card or Account to.

14. Credit Reports

We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. If you request additional Cards on your Account for others, you understand that we may report Account information in your name as well as in the names of those other people. If you wish to know the names of the agencies we have contacted, email us at help@fasten.cc. We may also respond to inquiries about our credit experiences with you as permitted by law. If you believe that we have reported inaccurate information about your Account to a credit bureau or other consumer reporting agency, notify us in email to help@fasten.cc. When you write, tell us the specific information you believe is incorrect and why you believe it is incorrect. We may obtain and use credit, income and other information about you from credit bureaus and others. You authorize us to investigate your credit standing when opening or reviewing your Account. You authorize us to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing. We may also obtain follow-up credit reports on you (for example, when we review your Account for a credit line increase). You agree to provide us with current financial information and updated application information in such form and at such times as we may request. We may contact any source we deem necessary in investigating your credit worthiness in connection with reviewing, renewing, and/or taking collection action on your Account.

15. Rewards

The Account may provide you with the opportunity to earn certain rewards. If it does, Fasten will provide you with such information and terms related to your rewards separately and you must agree to such terms prior to enrolling in any rewards program.

16. Account Default and Suspension and Termination

- a. Account Default.** If you are in default, we can charge you fees and interest charges as set forth herein, continue to charge such fees and interest charges, lower your Credit Limit, file a lawsuit against you or pursue another action not prohibited by law, declare the entire balance of your Account due and payable at once without notice or demand, suspend, restrict or cancel your Card and Account and/or terminate this Agreement without liability. You are in default if: (1) you fail to make a required payment when due or before the payment due date; (2) we determine you made a false or misleading statement to us, or otherwise attempted to defraud us; (3) are subject to a bankruptcy or insolvency proceeding; (4) any payment you make is rejected, not paid or cannot be processed; (5) you exceed your Credit Limit (except as we may permit as described in Section 7 ("Credit Limits")); (6) you permanently reside outside of the U.S.; or (7) you fail to comply with any term of this Agreement. After your default or your death, and subject to the limitations of applicable law, we may at our option: (a) reduce your Credit Limit, (b) close your Account and declare the entire unpaid balance on your Account immediately due and payable, (c) bring a legal action against you to collect money owed to us, (d) terminate any special promotional credit terms, and/or (e) exercise all other rights and remedies available to us under applicable law. In the event of your default, and subject to any limitations or requirements of applicable law, you agree to pay all costs, including reasonable attorney's fees, incurred by us (i) in collecting all amounts due on your Account, whether or not suit is brought against you, and (ii) in protecting ourselves from any harm that we may suffer as a result of your default.
- b. Suspension and Termination.** We may, at any time and for any reason, suspend or close your Account or otherwise terminate your right to use your Account. You may close your Account at any time by notifying us in email to help@fasten.cc. Your obligations under this Agreement continue even after the Account is closed. You must destroy all Cards or other credit devices on the Account when the Account is closed. When your Account is closed, you must contact anyone authorized to charge transactions to your Account, such as any subscription services. These transactions may continue to be charged to your Account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your Account after you have requested to close the Account, we may allow the transaction to be charged to your Account.

17. Security; Lost or Stolen Card; and Unauthorized Use

You must take reasonable steps to prevent the unauthorized use of your Card and Account. We reserve the right to request you take specific steps to limit access to or prevent unauthorized use of your Card and/or Account. For security reasons, you must, upon receipt of the Card, comply with any card activation procedures as may be prescribed by us. If a Card is lost or stolen or if you believe someone else may be using your Card or Account without your permission, you must tell us at once by sending us an email at help@fasten.cc.

18. No Warranty Regarding Merchant Goods or Services.

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card beyond your rights described in the Billing Rights below.

19. Selling Your Account and Sharing Information

We may at any time, and without notice to you, sell, assign or transfer your Account, any amounts due on your Account, this Agreement, or rights or obligations under your Account or this Agreement to any person or entity, including our Program Manager. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred, and shall have the right to, without notice to you, sell, assign or transfer your Account, any amounts due on your Account, this Agreement, or rights or obligations under your Account or this Agreement to any other person or entity. Without limiting the generality of the foregoing, you acknowledge and agree that, in the event Program Manager acquires, purchases or receives your Account, any amounts due on your Account, this Agreement, or rights or obligations under your Account or this Agreement, Program Manager may sell, transfer or assign such Account, amounts due on your Account, this Agreement, or rights or obligations under your Account or this Agreement to any third party, including its affiliates. We will also share with any prospective purchaser of this Agreement, Account, any amounts due on your Account or our rights or obligations under your Account or this Agreement all personal information you may provide us or that we collect in connection with the Card or Account to the extent permitted by applicable law. You authorize us to share such information about you or your Account with our affiliates and others. You may have the right to opt out of some information sharing. For more details, please refer to our privacy notice.

20. Change in Terms

We reserve the right to amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement. We will provide notice only to the extent required by applicable federal law or the laws of Utah that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. If you use your Card after the effective date of any change, you will be considered to have agreed to the new terms even if you have sent us such written notice. We may replace your card with another card at any time.

21. Program Manager

The Program Manager services parts of your Card and Account, including, but not limited to, Account and/or Card management through Program Manager's website or mobile application and customer service relating to any rewards offered in connection with your Card or Account. In this capacity, Program Manager may act on our behalf, perform our obligations or enforce our rights under this Agreement. You understand and acknowledge that we may share with Program Manager any information you provide to us in connection with your Account or Card or any information we collect in connection with your Account or Card in order for Program Manager to provide you with products and/or services in connection with your Account and/or Card. For information on Program Manager's data sharing practices, please refer to its privacy policy at www.fasten.cc/privacy.

22. Governing Law

The issuer of your Card is Celtic Bank. In accepting a Fasten Credit Card, you agree to the following

provisions:

(1) This Agreement (including Account and services related to this Account) will be interpreted by the laws of the state of Utah. This means that the laws of the state of Utah will govern any dispute arising from or relating to this Agreement. Federal law, including but not limited to the Federal Arbitration Act, will also be used when it applies.

(2) You waive any applicable statute of limitations as the law allows. Otherwise, the applicable statute of limitations period for all provisions and purposes under this Agreement (including the right to collect debt) will be the longer period provided by Utah law or the law in the jurisdiction where you live.

(3) Regarding venue, you agree to submit to the jurisdiction of the state of Utah and federal courts in and for Salt Lake City and Salt Lake County, Utah. This means that any dispute, action or proceeding relating to this Agreement will be brought in the Federal District Court of Utah or state court in the county of Salt Lake City, subject to the Arbitration Provision below.

Accordingly, it is important that you read the provisions of this section, the Arbitration Provision below, and the entire Agreement carefully. If any part of this Agreement is found to be unenforceable, the remaining parts will remain in effect.

23. Waiver of a Jury Trial and Class Action Waiver

- a.** Jury Trial Waiver. Unless prohibited by applicable law, if you sign this Agreement, you waive your right to have a jury trial to resolve any Claim (defined below in the Arbitration Provision) you may have against us, our service providers, our respective affiliates or a related third party. This Waiver of Jury Trial provision does not apply to you if, at the time of entering into this Agreement, you are a resident of Arkansas or a member of the armed forces or a dependent of such a member covered by the Federal Military Lending Act.
- b.** Class Action Waiver. Unless prohibited by applicable law, if you agree to this Agreement, you waive your right to ask a court or an arbitrator to allow you to pursue any Claims on a class action basis or in a representative capacity on behalf of the general public, other borrowers or other persons similarly situated. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated with claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. For purposes of this Class Action Waiver, the terms "we," "us" and "our" shall also include Celtic Bank and each of its employees, directors, officers, shareholders, governors, managers, members, parent companies, affiliated entities, successors or assignees (including but not limited to Fasten Rewards Inc.), the Program Manager, the servicer of your Card and any third party who is named as a co-defendant with us in a claim asserted by you. In the event of a conflict between this Class Action Waiver provision and the Arbitration Provision, the Arbitration Provision will control. This Class Action Waiver does not apply to you if, at the time of entering into this Agreement, you are a Covered Borrower under the Military Lending Act.

24. Arbitration

- a.** General. Arbitration is a process in which persons with a dispute(s): (a) agree to submit their dispute(s) to a neutral third person (an "arbitrator") for a decision; and (b) waive their rights to file a lawsuit in court to resolve their dispute(s). Each party to the dispute(s) has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment.

This arbitration provision applies unless (1) you have exercised or exercise your right to reject arbitration or (2) as of the date of this Agreement, you are a member of the armed forces or a dependent of such member covered by the Military Lending Act. If you would like more information about whether you are

covered by the Military Lending Act, in which case this arbitration provision does not apply to you, please contact us at 1-844-537-1670. Read this arbitration provision carefully as it will have a substantial impact on how legal claims you and we have against each other are resolved.

You have the right to opt-out of (not be bound by) this arbitration provision as described below. If you do not do so:

- You are waiving your right to have a jury or a court, other than a small claims court or similar court of limited jurisdiction, resolve any claim that is subject to arbitration; and
 - You are waiving your right to serve as a representative, as a private attorney general, or in any other representative capacity, and/or to participate as a member of a class of claimants, in court or in arbitration with respect to any claim that is subject to arbitration.
- b. Interstate Commerce. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq., and not by any state arbitration law.
- c. Scope. For purposes of this Arbitration Provision, the word "Claim" has the broadest possible meaning and includes, without limitation (a) all federal or state law claims, disputes or controversies, whether preexisting, present or future, arising from or relating directly or indirectly to this Agreement, the relationship between you and us, the information you gave us before entering into this Agreement, including your application, and/or any past agreement or agreements between you and us, any loan or credit product or related product or services obtained from us and any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning the same; (b) all initial claims, counterclaims, cross-claims and third-party claims and claims which arose before the effective date of this Arbitration Provision; (c) all common law claims based upon contract, tort, fraud, or other intentional torts; (d) all claims based upon a violation of any local, state or federal constitution, statute, ordinance or regulation, including without limitation all claims alleging unfair, deceptive or unconscionable trade practices; (e) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (f) all claims asserted by you individually against us and/or any of our employees, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities, or assignees (including but not limited to Fasten Rewards Inc.) or against the servicer of your Card (hereinafter collectively referred to as "related third parties"), including claims for money damages, restitution and/or equitable or injunctive relief; (g) claims asserted by you against other persons and entities if you assert a claim against such other persons and entities in connection with a claim you assert against us or related third parties; and (h) all data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you. Notwithstanding the foregoing, the word "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the provision titled "Class Action Waiver" set forth above, subpart (k) of the Arbitration provision titled "Binding Effect; Survival; Severability" set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. In addition, this Arbitration Provision will not apply to (1) any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; or (2) any disputes that are the subject of a class action filed in court that is pending as of the effective date of this

Arbitration Provision in which you are alleged to be a member of the putative class for as long as such class action is pending.

- d. **Electing Arbitration.** A party may elect arbitration of a Claim by sending the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested. Your notice must be sent to Celtic Bank Corporation, ATTN: General Counsel, 268 South State Street, #300, Salt Lake City, Utah 84111, and our notice must be sent to the most recent address for you in our files. If a lawsuit concerning the Claim has been filed, such notice can be provided by papers filed in the lawsuit, such as a motion to compel arbitration.
- e. **Administrator.** Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association, 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), <http://www.adr.org>; or JAMS, 8401 N. Central Expressway, Suite 610, Dallas, TX 75225 (1- 800-352-5267), <http://jamsadr.com>. However, the parties may agree to a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with a bona fide arbitration association with at least 10 years of experience arbitrating financial or banking disputes and arbitrate pursuant to the arbitrator's rules. If the AAA and JAMS are unable or unwilling to serve as administrator, or the parties are unable to agree upon another administrator, a court with jurisdiction shall determine the administrator or arbitrator. The arbitration hearing will take place at a location reasonably convenient to where you reside.

If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within 20 days in writing by certified mail, return receipt requested, of your decision to select an arbitration organization or your desire to select a local arbitrator. Your notice must be sent to Celtic Bank Corporation, ATTN: General Counsel, 268 South State Street, #300, Salt Lake City, Utah 84111. If you fail to notify us, then we have the right to select an arbitration organization. The arbitration will be governed by the rules and procedures of this arbitration organization applicable to individual consumer disputes. You may get a copy of the rules and procedures by contacting the arbitration organization listed above. In an event of a conflict between the provisions of the Arbitration Provision, on the one hand, and any applicable rules of the AAA or JAMS or other administrator used or any other terms of this Agreement, on the other hand, the provisions of this Arbitration Provision shall control. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

- f. **Non-Waiver.** Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. For example, if we file a lawsuit against you in court to recover amounts due under the Agreement, you have the right to request arbitration, but if you do not elect to request arbitration, we reserve and do not waive the right to request arbitration of any Claim (including any counterclaim) you later assert against us in that or any related or unrelated lawsuit. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

- g. **Arbitrator and Award.** Any arbitrator must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure or evidence that would apply in a court, nor by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitations and privileges that a court would apply if the matter were pending in court. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the FAA, which would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim).

No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

- h. **Fees and Costs.** At your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to you for Claim(s) asserted by you in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again). We will not seek reimbursement of such fees from you even if we prevail in the arbitration. In addition, the administrator may have a procedure whereby you can seek a waiver of fees charged to you by the administrator and arbitrator. We will always pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this Arbitration Provision to be enforced. The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by this Agreement, the administrator's rules or applicable law. With respect to Claim(s) asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. At the timely request of either party, the arbitrator shall write a brief explanation of the grounds for the decision.
- i. **Appeal.** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount in controversy exceeds \$50,000, and if permitted by the Administrator's rules, you or we can, within 14 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled "Fees and Costs." Any final decision of the appeal is subject to judicial review only as provided under the FAA. A judgment on the award may be entered by any court having jurisdiction.
- j. **Notice and Cure; Special Payment.** Prior to initiating a Claim, you may send us a written Claim notice ("Claim Notice"). In order for a Claim Notice to be valid and effective, it must: (a) state your name, address and Account number; (b) be signed by you; (c) describe the basis of your Claim and the amount you would accept to resolve the Claim; (d) state that you are exercising your rights under the "Notice and Cure" paragraph of

the Arbitration Provision; and (e) be sent to us by certified mail, return receipt requested, at Celtic Bank Corporation, Attn: General Counsel, 268 South State Street, #300, Salt Lake City, Utah 84111. This is the sole and only method by which you can submit a Claim Notice. Upon receipt of a Claim Notice, we will credit you for the standard cost of a certified letter. You must give us a reasonable opportunity, not less than 30 days, to resolve the Claim. If, and only if, (i) you submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated.

- k. **Binding Effect; Survival; Severability.** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision shall survive any bankruptcy to the extent consistent with applicable bankruptcy law. The Arbitration Provision survives any termination, amendment, expiration or performance of this Agreement and any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as follows:
- The parties to this Arbitration Provision acknowledge that the provision titled "Class Action Waiver" is material and essential to the arbitration of any disputes between the parties and is non-severable from this Arbitration Provision. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.
 - If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the provision titled "Class Action Waiver" prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.
- l. **Opt-Out Process.** You may choose to opt out of this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing postmarked within sixty (60) calendar days of the date of this Agreement at the following address: Fasten Rewards Inc., 2261 Market Street, STE 22648, San Francisco, CA 94114.

Your notice must be sent to us by certified mail, return receipt requested. Upon receipt of an Opt-Out Notice, we will credit you for the standard cost of a certified letter.

Your Opt-Out Notice must include your name, address, Social Security number, the date of this Agreement, a statement that you wish to opt out of the Arbitration Provision and must not be sent with any other correspondence. Indicating your desire to opt out of

this Arbitration Provision will not affect your other rights or responsibilities under this Agreement and applies only to this Arbitration Provision between you and us. If you fail to opt out and file a complaint in state or federal court instead of first resolving the matter through arbitration, you must immediately and voluntarily dismiss the complaint or Celtic Bank or its agent may file a motion to compel arbitration and collect attorneys' fees and any other costs associated with the motion.

25. Waiver; Entire Agreement; and Severability

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. Without limiting the generality of this section, we may waive finance charges or fees that we may charge you without notifying you and without losing our right to charge them in the future. This Agreement is the final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. If any of the provisions of this Agreement are held to be unenforceable or invalid for any reason, the remaining provisions hereof shall nevertheless remain enforceable, and shall be interpreted in such a manner to preserve the enforceability of this Agreement to the maximum extent permitted by applicable law.

26. State Notices

Alabama Residents. If you are 18 years of age, by accepting a credit product you are confirming that you are of sound mind and unemancipated.

California Residents: The applicant, if married, may apply for a separate account. After credit approval: (a) each applicant shall have the right to use this account to the extent of any credit limit set by the creditor; and (b) each applicant may be liable for all amounts of credit extended under this account to each joint applicant.

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.

Florida Residents: You (borrower) agree that, should we (creditor) obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided under Florida and Federal law.

Iowa Residents. IMPORTANT: READ BEFORE SIGNING. The terms of this Cardholder Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written Cardholder Agreement may be legally enforced. You may change the terms of this Cardholder Agreement only by another written agreement.

Maryland Residents: To the extent, if any, that Maryland law applies to your Account, we elect to offer your Account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

Massachusetts Residents. Massachusetts law prohibits discrimination on the basis of race, color, religious creed, national origin, sex, gender identity, marital status, or sexual orientation.

Missouri Residents: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Agreement, which is the complete and exclusive statement of the agreement between you and us, except as we may later agree in writing to modify it.

Nebraska Residents: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Agreement, which is the complete and exclusive statement of the agreement between you and us, except as we may later agree in writing to modify it.

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

New York Residents: We may obtain at any time your credit reports, for any legitimate purpose associated with the Account or the application or request for an Account, including but not limited to reviewing, modifying, renewing and collecting on your Account. Upon your request, you will be informed if such a report was requested. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services at (800) 342-3736 or <https://www.dfs.ny.gov/> to obtain a comparative listing of credit card rates, fees and grace periods.

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.

Rhode Island Residents: We may obtain at any time your credit reports, for any legitimate purpose associated with the Account or the application or request for an Account, including but not limited to reviewing, modifying, renewing and collecting on your Account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report.

South Dakota Residents: If you believe there have been any improprieties in making this loan or in the lender's loan practices, you may contact the South Dakota Division of Banking at 1714 Lincoln Ave., Suite #2, Pierre, SD 57501 or by phone at (605) 773-3421.

Washington Residents: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Agreement, which is the complete and exclusive statement of the agreement between you and us, except as we may later agree in writing to modify it.

Wisconsin Residents: If you are married, please contact us immediately upon receipt of this Agreement at help@fasten.cc and provide us the name and address of your spouse. We are required to inform your spouse that we have opened an Account for you.

Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.

Notice To Utah Borrowers: This written Agreement is a final expression of the Agreement between you (borrower) and us (creditor). This written Agreement may not be contradicted by evidence of any oral agreement between you and us.

As required by law, 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.

The following is required by Vermont law: notice to co-signer: your signature on this note means that you are equally liable for repayment of this loan. If the borrower does not pay, the lender has the legal right to collect from you.

Notice to all Vermont Residents: We may obtain at any time your credit reports, for any legitimate purpose associated with the Account or the application or request for an Account, including but not limited to reviewing, modifying, renewing and collecting on your Account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report.

27. Digital Wallet Terms.

This subsection governs your access to, and use of your Card through a digital wallet provided by another company (such as Apple Pay, Google Pay, Samsung Pay, Amazon, PayPal, Venmo, etc.) or a merchant-branded website or digital wallet where your Card information is stored for future use (each, a “Digital Wallet”).

Adding your Card to a Digital Wallet: To add your Card to a Digital Wallet, you must link your Card with that Digital Wallet by following the instructions of the provider of the Digital Wallet or another third party supporting the Digital Wallet (collectively, the “Digital Wallet Provider”). You may be required to take additional steps to authenticate yourself or the Card before your Card is added to the Digital Wallet. We may not add a Card to your Digital Wallet if we cannot authenticate the Card or if we otherwise suspect that there may be fraud associated with the Card.

You may only use a Digital Wallet with a compatible device, as determined by the Digital Wallet Provider (“Compatible Device”).

If you request to add your Card to a Digital Wallet, you authorize us to collect, transmit, store, use and share information with third parties (including, but not limited to, the Digital Wallet Provider and applicable payment card networks) about you, your Card, your Compatible Device, and your use of the Card to the extent necessary to effectuate the addition of your Card, and the use of your Card, in the applicable Digital Wallet(s) to which you have requested to add your Card.

We reserve the right to add or remove the Digital Wallets in which you may add or use your Card in our sole discretion.

Using Your Card in a Digital Wallet: Once you add a Card to a Digital Wallet on a Compatible Device, you may use the Compatible Device to make payments utilizing the Card at any merchant that accepts the Digital Wallet and Card, subject to your agreement with the Digital Wallet Provider. By selecting an added Card in the Digital Wallet and using merchant’s contactless-enabled point-of-sale terminal or reader or by using a Card for an in-app or a website purchase, you are authorizing the payment for the applicable merchant’s products or services with that Card in the Digital Wallet. The Digital Wallet may display transaction history, but it does not reflect any post-authorization activities and may not match the actual transaction details that are posted to your Account.

A Digital Wallet may not be accepted at all merchants where your Card is otherwise accepted, and your Card may not be eligible for all the features and functionalities offered by the Digital Wallet.

Any virtual Card we may issue you that is linked with the Digital Wallet may be, in our sole discretion, automatically updated or upgraded without notice to you.

We reserve the right to restrict the use of Cards within a Digital Wallet at any time and for any reason. We may terminate your access to, or use of your Card, with a Digital Wallet at any time and for any reason, including if you violate any of the terms or conditions of these Terms. Some examples of instances where we may take action to restrict or terminate use of your Card in a digital wallet include: if we suspect fraud with your Card, you have this Agreement, if applicable law changes, or if we are directed to do so by the Digital Wallet Provider or the relevant payment card network.

You may remove your Card from a Digital Wallet by following the Digital Wallet Provider’s procedures for removal.

Digital Wallet Provider Agreements: You understand and agree that your use of a Digital Wallet is subject to the terms and conditions set forth by the Digital Wallet Provider with respect to the use of that Digital Wallet. You acknowledge that we are not party to any agreement or the terms and conditions for a Digital Wallet between you and a Digital Wallet Provider, and we do not own and are not responsible for a Digital Wallet.

Your agreement with any Digital Wallet Provider does not impact this Agreement. Any use of your Card in or through the Digital Wallet continues to be subject to all terms and conditions of this Agreement.

Applicable Fees: We do not charge you any additional fees for adding your Card to a Digital Wallet or for using your Card in the Digital Wallet. However, any fees and charges that would apply when you use your Card outside the Digital Wallet will also apply when you use a Digital Wallet to make purchases with your Card or otherwise access your Card.

The Digital Wallet Provider and other third parties (such as wireless companies or data service providers) may charge you fees, and you agree to be responsible for such fees.

Limitation of Our Liability: We are not the provider of the Digital Wallet, and we are not responsible for providing the Digital Wallet service to you or for ensuring that your Card is compatible with any Digital Wallet service. We are not affiliated with any Digital Wallet Provider, and we do not endorse any Digital Wallet Provider. We do not make any representation or warranty of any kind regarding the performance or operation of your Compatible Device or the Digital Wallet.

Some Digital Wallets may use your palm print, fingerprint, facial map or any other biometric data to recognize you, authenticate your identity, or authorize your transactions, and you understand we do not provide any such technology or services and have no obligation regarding the security of such technology or services. By using such technology or services with a Digital Wallet to conduct any transaction, you are authorizing a transaction on your Card. We are only responsible for supplying information to the Digital Wallet provider to allow usage of your Card in the Digital Wallet as you have requested.

In no event are we responsible for: (i) any failure of the Digital Wallet, any mobile device you use with the Digital Wallet, or the inability to use the Digital Wallet for any transaction or (ii) how the Digital Wallet Provider performs its services or any other third parties regarding any agreement you enter into with the Digital Wallet Provider or other third party. We do not control the privacy and security of any of your information that may be held by the Digital Wallet Provider. Any information held by the Digital Wallet Provider is governed by the Digital Wallet Provider's privacy policy

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY ARE WE LIABLE FOR ANY LOSSES, CLAIMS, EXPENSES OR DAMAGES RESULTING FROM YOUR USE OF A DIGITAL WALLET, YOUR USE OF THE CARD OR VIRTUAL CARD IN CONNECTION WITH A DIGITAL WALLET, OR A MOBILE DEVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF A CARD PROVISIONED TO THE DIGITAL WALLET OF YOUR CHOICE AND THE DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK.

Security. If you use a Digital Wallet, you should protect your Digital Wallet and your Compatible Device as you would your Card. If your Digital Wallet or Compatible Device is compromised, lost or stolen, you should also consider your Card lost or stolen and notify us immediately. If your physical plastic Card is lost or stolen and your Compatible Device is not lost or stolen, you may be required to add the replacement physical plastic Card to a Digital Wallet. If your Compatible Device is lost or stolen, you will need to add your Card to a Digital Wallet on a new Compatible Device.

Digital Wallet Provider Disclosures:

Apple Pay: For additional information and terms regarding the use of Apple Pay, click [here](#). We do not control or endorse the provisioning or use of Apple Pay.

Google Pay: These Terms do not apply to transactions in Google products that are not initiated or effectuated through the Digital Wallet. Your use of Google Pay is also subject to the terms and conditions set forth in the Google Pay Terms of Service. We do not control or endorse the provisioning or use of Google Pay.

Samsung Pay: Your use of Samsung Pay is also subject to the terms and conditions set forth in the Samsung Pay Terms and Conditions. We do not control or endorse the provisioning or use of Samsung Pay Money Transfer services.

If you have any questions, disputes, or complaints about a Digital Wallet, contact the Digital Wallet Provider using the information given to you by the Digital Wallet Provider

Billing Rights

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 Statement

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

Fasten Rewards Inc.
2261 Market Street
STE 22648
San Francisco, CA 94114

You may also contact us at help@fasten.cc.

In your correspondence, give us the following information:

- **Account information:** Your name and 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 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 or electronically. 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 LETTER

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

- Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- Within 90 days of receiving your letter, 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, and we may continue to charge you interest on that amount.
- 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 interest or 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 interest and 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 Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit 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 exert this right, all of the following must be true:

- 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.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify. We do not offer cash advances, ATM access, or credit card access checks.
- 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:

Fasten Rewards Inc.
2261 Market Street
STE 22648
San Francisco, CA 94114

or at help@fasten.cc.

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.