

Credit Sesame Secured Mastercard® Credit Card

All Interest Charges	Amount	Details
Annual Percentage Rate (APR) for Purchases	0.00%	
Paying Interest	—	
Minimum Interest Charge	\$0	There is no minimum charge.
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://consumerfinance.gov/learn more	

All fees	Amount	Details
Annual Fee	\$0	
Transaction Fees		
International transaction	\$0/0%	This is our fee. If you make a purchase in a foreign country in a currency other than U.S. dollars, the amount deducted from your Charge Account will be converted to U.S. dollars by Mastercard using a rate selected by Mastercard based on the date the transaction is processed, which may be different than the rate on the date you made the transaction.
Card Replacement Fee	\$0	
Penalty Fees		
Late Payment	\$0	
Exceeding Charge Limit	\$0	

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

The Credit Sesame Secured Mastercard® Credit Card (“Card”) is offered by Community Federal Savings Bank, Member FDIC (“Issuer”), and distributed and serviced by Credit Sesame, Inc. (“Servicer”) on behalf of the Issuer. The Card can only be used together with the Sesame Cash Mastercard® Prepaid Debit Card (“Prepaid Card”) to educate and promote positive credit use. You must first open a Prepaid Card, before you can open the Card. This Agreement supplements the Servicer’s Secured Card Terms of Service, Sesame Cash Terms of Service, and Sesame Cash Cardholder Agreement but does not replace the Servicer’s Terms of Use. The Card is issued in electronic format only; cardholders will not receive a physical card from the Issuer or the Servicer; however, use of the physical Prepaid Card may result in a transaction being posted to the Card. For purposes of this Cardholder Agreement (“Agreement”), “you” and “your” mean the person or persons who have been issued the Card and are authorized to use the Card as provided for in this Agreement; “we,” “us,” and “our,” mean the Issuer and its successors, affiliates or assignees. Please keep this Agreement for your records. **Please review this Agreement carefully; it includes a provision (Arbitration; Section 34) waiving the right to pursue any class, group or representative claim and requiring you to pursue certain disputes through individual arbitration unless you opt-out within the specified time.**

This Agreement sets forth the terms and conditions under which the Card has been issued to you by the Issuer.

A. CARD DESCRIPTION

The Card is a secured charge card. Secured charge cards require payment in full every month. To calculate your Balance (defined below), we begin with the outstanding balance from the previous month plus fees (as outlined in the section titled List of Interest Charges and Fees for the Card below), if any, add purchases and transactions posted to your Charge Account (defined below), and subtract any payments and credits that we receive. There is no interest rate charged or minimum payment amount, as the Balance must be fully paid every month by the Payment Due Date (defined below). Additionally, the Card is secured by the Security Account (defined below) that you must hold with us that secures your Obligations under this

Agreement. We may refuse to process any transaction that we believe may violate the terms of this Agreement or the Secured Account Terms of Service.

B. LIST OF INTEREST CHARGES AND FEES FOR THE CARD

The tables below (the “Fee Schedule”) lists all interest charges and fees for your Charge Account. If applicable, interest charges begin to accrue from the day a transaction occurs. Fees will be treated like purchases and taken away from your Available Credit. At present, we assess no fee and impose no interest on use or replacement of the Card. We may change the interest charges and fees listed below at any time upon notice to you.

All Interest Charges	Amount	Details
Annual Percentage Rate (APR) for Purchases	0.00%	
Paying Interest	—	
Minimum Interest Charge	\$0	There is no minimum charge.

All fees	Amount	Details
Annual Fee	\$0	
Transaction Fees		
International transaction	\$0/0%	This is our fee. If you make a purchase in a foreign country in a currency other than U.S. dollars, the amount deducted from your Charge Account will be converted to U.S. dollars by Mastercard using a rate selected by Mastercard based on the date the transaction is processed, which may be different than the rate on the date you made the transaction.
Card Replacement Fee	\$0	
Penalty Fees		
Late Payment	\$0	
Exceeding Charge Limit	\$0	

Monthly Fee. There is no annual fee on your Charge Account.

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.

International Transaction Fees. We do not charge a fee for international transactions.

Card Replacement Fee. There is no fee to replace a Card for any reason. You are responsible for safeguarding your Card. We reserve the right to cancel your Charge Account for excessive requests for Card replacement. The determination of what constitutes excessive shall be made in our sole discretion.

Fees for Other Services. We may charge you other fees for services associated with your Charge Account that you request in accordance with applicable law.

C. BILLING RIGHTS

Information on your rights to dispute transactions and how to exercise those rights is provided in this Agreement (see the section titled “Your Billing Rights”) and in your Statement.

1. DEFINITIONS

“Access Information” means your PIN, online username, password, challenge questions, and any other security or access information required to access your Charge Account.

“Available Credit” means the amount of credit you may use based on deposits you have made to your Prepaid Card. Your Available Credit will be equal to the amount deposited to your Prepaid Card, minus the sum of (a) your Balance, plus (b) any purchases that we have authorized but that have not yet posted to your Charge Account, plus (c) any payments that have not yet cleared as of the closing date of your Billing Cycle.

“Balance” means the total balance on your Charge Account at the end of any Billing Cycle, as shown on your Statement. The Balance is calculated as the sum of any outstanding balance from the previous month, fees (as outlined in the section titled List of Interest Charges and Fees for the Card below), if any, and purchases and transactions posted to your Charge Account, minus any payments and credits that we receive.

“Billing Cycle” means the period of time (approximately 30 days) reflected on a Statement. The Statement will also show a statement closing date, which is the last day of the Billing Cycle for that Statement.

“Business Days” means Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

“Charge Account” means the account associated with the Card or Card Number that we issue to you.

“Charge Account Information” means the Card Number and Access Information.

“Card” or **“Card Number”** means the 16-digit number used to identify your Charge Account.

“Charge Limit” means the spending limit associated with your Charge Account. The Charge Limit will not exceed \$20,000 unless we inform you otherwise (see the section below titled “Charge Limit”).

“FDIC” means the Federal Deposit Insurance Corporation.

“Obligations” means the Balance that you incur in connection with your Charge Account, along with any other amounts owed pursuant to this Agreement such as fees for independent and/or in-house counsel incurred in enforcing your Obligations to us.

“Payment Due Date” means the date that is at least 21 days after the close of each Billing Cycle on which the Total Due must be paid.

“Security Account” means a deposit account that you hold with us to secure your Obligations under this Agreement. As you make purchases on your Prepaid Card, you will securitize funds for your Charge Account Balance payment and those funds will be held in the Security Account.

“Statement” means a document showing important Charge Account information, including all transactions billed to your Charge Account during a Billing Cycle and information about what you must pay.

“Total Due” is equal to the Balance.

2. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CHARGE 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 a Charge Account. What this means for you: When you open a Charge

Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents.

3. AGREEMENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT

By applying for a Charge Account or otherwise using or consenting to the use of the Charge Account, you agree to the terms and conditions of this Agreement and that this Agreement will govern your Charge Account, the use of your Card, and all credit extended under this Agreement. You also agree that your use of your Charge Account will constitute your acceptance of, and will be subject to, the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement or the Terms of Service, do not use the Card. You may close your Charge Account at any time by calling us at the number 1-877-751-1859 or chatting with us in the Credit Sesame Mobile App ("Mobile App"). Closing your Charge Account may result in a credit score drop.

4. LIMITATIONS ON USE

Except as otherwise stated herein and as long as you do not exceed the Charge Limit, you may use your Charge Account for transactions so long as you are not in default under this Agreement. The Charge Account does not come with its own card, and transacting with the Charge Account requires you to use your Prepaid Card for all transactions. There may be fees associated with some transactions. For fee information, see the Fee Schedule above. You may not obtain balance transfers from your Charge Account.

You agree to use your Charge Account only for personal, family, or household purposes. The Card is not designed for business use, and we may close your Charge Account if we have reason to believe that the Card is being used for business purposes. You also agree that you will not use your Charge Account for purposes that are illegal under state or federal law,

including without limitation, 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 Charge Account or refuses to accept your Card. We may decline any transaction at any time for any reason.

Except as otherwise stated herein, you do not have the right to stop payment on any purchase or payment transaction originated by use of your Card.

5. CHARGE LIMIT

Your Charge Account has no upfront security deposit. However, as you make purchases on your Prepaid Card, you will securitize funds for your Charge Account Balance payment. In order to increase your Available Credit, you must deposit funds into your Prepaid Card account. When you make deposits into your Prepaid Card, we will increase the Available Credit of your Charge Account to reflect the balance of your Prepaid Card until such balance reaches the applicable maximum. We will notify you of any change in your Charge Limit as may be required by law. Changes to your Charge Limit may take effect before you receive such notice. Each time you use your Prepaid Card, the amount of your Available Credit of your Charge Account will be reduced by the amount of the transaction and any applicable fees. If you attempt a transaction that would cause you to exceed your Available Credit or Charge Limit, we will deny the authorization. If we do allow you to exceed your Charge Limit at any time, that does not obligate us to do so at any other time. Without limiting our other rights under this Agreement, you agree that if you exceed your Available Credit or Charge Limit at any time you will immediately pay us for the full amount of the excess, as applicable.

6. CHARGE ACCOUNT TRANSFERS

The Charge Account is built to work together with the Prepaid Card to educate and promote positive credit use. When set up, the movement of transactions from your Prepaid Card to your Charge Account will occur regularly. Each such transfer ("Charge Account Transfer") from your

Prepaid Card account to your Charge Account will constitute an advance of funds from your Charge Account. The Charge Account Balance will reflect the total of all Charge Account Transfers and applicable fees made on your Prepaid Card). An amount equal to all Charge Account Transfers will be loaded from your Prepaid Card to your Security Account to secure your Charge Account Balance. The Security Account will be opened at the time of the first Charge Account Transfer and will remain open for as long as you continue to make transactions on your Prepaid Card. Funds in your Security Account will remain there until you or we use them to make a payment to satisfy your Charge Account Balance. You may not use the funds in your Security Account for withdrawals other than to make one or more payments to satisfy your Charge Account Balance.

Transferring of a Prepaid Card transaction to your Charge Account through a Charge Account Transfer will not affect your or our rights, obligations or liabilities with respect to errors or unauthorized transfers associated with transactions initiated with your Card.

7. BILLING STATEMENTS

Each month while your Charge Account is open, we will provide you a Statement showing your Balance, Total Due, and the Payment Due Date. We will provide the Statement to you electronically by notifying you via email that your Statement is available. When you receive this email, you will need to log in to your Charge Account to view your Statement. We may discontinue sending Statements to you if we deem your Charge Account to be uncollectible or if we sent your Charge Account to an attorney or other third party for collection purposes.

8. BILLING RIGHTS

Information on your rights to dispute transactions and how to exercise those rights is provided in this Agreement (see the section titled "Your Billing Rights") and in your Statement. 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 section titled “Your Billing Rights” herein regarding the explanation of your billing rights in the Statement. You agree to use your best efforts to resolve any dispute concerning merchandise or services with the merchant concerned.

9. PROMISE TO PAY

You promise to pay us all amounts you owe on your Charge Account, including without limitation, the total amount of all purchases and all other charges and fees described in this Agreement. Each month you must pay the Total Due that is shown on your Statement and we must receive that payment on or before the Payment Due Date shown on each 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 us by 5:00 p.m. Eastern Time on the next Business Day as having been made on the Payment Due Date). If we do not receive your Total Due by the Payment Due Date reflected on your Statement, the payment will be considered late, you will be in default, and your credit report may be impacted negatively. All payments to us must be made in U.S. Dollars.

Automated Payments

You may enable automatic Balance payments from your Security Account to your Charge Account to pay off your Balance each month by selecting the “auto-pay” option at enrollment, or by enabling automatic payments at any time thereafter in the “settings” menu of the Mobile App. You do not need to enable automatic payments to be able to pay off your Balance. Your Charge Limit and Available Credit 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 of the Mobile App.

If you enable automatic Balance payments, funds set aside in the Security Account will be used to automatically make your payment in full before your Payment Due Date. For the avoidance of doubt, the amount you owe will be put in the Security Account and will be used to pay off your Charge Account Balance in the event of default within the timeframe outlined in the section titled “Account Default, Delinquency, and Dormancy”. You will be notified of your automatic payment

amount and payment date in the same communication notifying you that your Statement is available.

Manual Payments

You can also make payments by authorizing a one-time manual payment from your Security Account that belongs to you by logging onto the Mobile App. Manual payments need to be authorized by you on a monthly basis. Because the funds are already set aside for you on a regular basis and held in the Security Account, it is essential that you authorize the payment on a timely basis to avoid going into default. If we do not receive your Total Due by the Payment Due Date reflected on your Statement, the payment will be considered late, and you will be in default, and your credit report may be impacted negatively. We will not charge you a fee when you make a payment from your Security Account.

10. AGREEMENT TO RECEIVE ELECTRONIC DISCLOSURES

The Charge Account is only available electronically. In order for you to obtain and maintain the Charge Account, you agree to receive all disclosures electronically. Please see the [Electronic Communication Agreement](#) for additional details. If you do not have the systems needed to receive disclosures electronically, we cannot provide the Charge Account or the Security Account to you. If, for some reason, you cannot receive communications electronically in the future, you must notify us by opting out of electronic communications as outlined in the Electronic Communication Agreement and your Charge Account and Security Account will be closed.

11. OTHER USERS

You are prohibited from giving your Access Information to any other person for their personal use. If you give your Access Information to any other person to use or otherwise authorize any

person to use your Charge Account, you will be responsible for that person's use of your Charge Account and anyone else they allow to use your Charge Account, even if you did not anticipate, or agree to, that use. If you suspect unauthorized use, contact the Servicer at the Customer Service Number or the Email Address. We will take commercially reasonable efforts to restrict unauthorized use, including replacing your Card Number with a new Card Number.

12. LOST OR STOLEN CARD AND LIABILITY FOR UNAUTHORIZED TRANSACTIONS

If you think someone else may be using your Charge Account Information without your permission, you must contact the Customer Service Number immediately. 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. If we reverse unauthorized transactions, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request.

Your liability for unauthorized transactions processed on the Mastercard network is zero (\$0) dollars if you used reasonable care in protecting the Card from loss or theft, and, upon becoming aware of such loss or theft, promptly reported such loss or theft to us by calling us at our Customer Service Number (the "[Mastercard Zero Liability Policy](#)"). The Mastercard Zero Liability Policy is subject to change without notice and changes made by Mastercard will automatically apply to your Charge Account. 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 Mastercard. See the section titled "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.

13. CARD NOT ACCEPTED, ACCOUNT SUSPENDED, OR ACCOUNT CLOSED

We are not responsible and have no liability if your Card or Charge Account is not accepted for a charge. We can close or suspend your Charge Account at any time for any reason including if the activity on your Charge Account appears suspicious. Unusual or multiple purchases may prompt a merchant inquiry or Card suspension to allow us to investigate such unusual activity. We reserve the right, in our sole discretion, to limit your use of the Card. We may refuse to issue a Card or may revoke Card privileges with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, canceled, suspended, or otherwise invalid Card.

14. 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 Charge Account for several days (usually until the date the actual purchase amount is received by us from the merchant). All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days.

15. ACCOUNT DEFAULT, DELINQUENCY, AND DORMANCY

Your Charge Account will be in default if:

- you do not make any payment when it is due;
- any payment you make is rejected, not paid or cannot be processed;
- you exceed a Charge Limit;
- you file or become the subject of a bankruptcy or insolvency proceeding;
- you are unable or unwilling to repay your Obligations, including upon death or legally declared incapacity;

- we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us;
- you do not comply with any term of this Agreement or any other agreement with us;
- you permanently reside outside the U.S.; or
- we receive a garnishment, attachment or other levy upon your funds that is subject to any other legal proceeding.

If there is an outstanding Balance on your Charge Account after the Payment Due Date, you agree that we may consider your Charge Account to be in default, and funds from your Security Account may be applied to satisfy the amount owed to us. Any payments made should be reflected in your Charge Account within three (3) Business Days of receipt.

If you are in default, we may also take the following actions, without notifying you, unless the law says that we must give you notice:

- stop reporting Balances to the consumer reporting agencies;
- report your Charge Account is in default to consumer reporting agencies;
- suspend your Charge Account;
- demand that you immediately pay any Obligations owing on your Charge Account;
- continue to charge you Interest Charges and fees as long as your Balance remains outstanding; and/or
- file a lawsuit against you or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

We may also exercise all the rights of an owner of the Security Account, as provided in the Security Agreement.

Delinquency

Your Charge Account will be in delinquency status if:

- A payment is not made for more than 90 days, which should only occur if you are on manual payment. Once this occurs, we will make the payment from your Security Account to the Charge Account as of day 91. Your account will then proceed to a current status.

- Should your Charge Account reach delinquency status more than once within a 12-month period, your Charge Account will be closed. Note that the closure of your Charge Account could have a negative impact on your credit report. Your Prepaid Card account will remain open unless you are in violation of that Cardholder Agreement or Terms of Service.

Dormancy

Your Charge Account will be in dormancy status if:

- Your Charge Account has a balance of \$0.00 for more than 180 consecutive days and/or no money movement.
- At this point, your Charge Account will be closed. Note that the closure of your Charge Account could have a negative impact on your credit report. Your Prepaid Card account will remain open unless you are in violation of that Cardholder Agreement or Terms of Service.

16. 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 YOUR OBLIGATIONS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR CHARGE ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

17. DISCLOSURE OF INFORMATION TO THIRD PARTIES

By requesting, obtaining or using your Card you agree that we may release information in our records regarding you and your Charge Account: (a) to comply with government agency or court orders; (b) to share your credit performance with consumer reporting agencies and other creditors who we reasonably believe are or may be doing business with you on your Charge Account; (c) to provide information on your Charge 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 Charge Account; or (e) as otherwise permitted by our [Privacy Notice](#). We provide a copy of our Privacy Notice at the time your Charge Account is established and annually

thereafter to the extent required by law. The Servicer's privacy policy is also available at www.creditsesame.com.

18. FURNISHING INFORMATION TO THIRD PARTIES

If you believe that we have furnished any inaccurate information relating to your Charge Account to any consumer reporting agency, you may notify us. Be prepared to provide your Card 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: 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.

19. RETURNS AND REFUNDS

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Charge Account for such refunds and agree to the refund policy of that merchant. If the merchant credits your Card, the credit may not be immediately available. Neither Issuer nor Servicer is responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that you purchase from others with a Card.

20. TRANSACTIONS MADE IN FOREIGN CURRENCIES

If you make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your Available Credit will be converted by Mastercard, or one of its affiliates, into an amount in the currency of your Charge Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard, or one of its affiliates, from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the

rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date.

21. CONFIDENTIALITY

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. All financial companies need to share customers' personal information to run their everyday business. Subject to the sections titled "Disclosure of Information to Third Parties" and "Furnishing Information to Third Parties," we do not share your personal information except as permitted by law to process your transactions and complete your transfers, maintain your Charge Account, verify the existence and condition of your Charge Account for a third party, such as a merchant, respond to court orders and legal investigations, report to consumer reporting agencies, and to offer our products and services to you. See [CFSB's Privacy Policy](#) for additional details.

22. SECURITY ACCOUNT AND SECURITY AGREEMENT

Security Account

Your Security Account secures your Charge Account Obligations. All funds will be held in the Security Account. You are also required to maintain a Prepaid Card account. You will pay down your Balance using funds from your Security Account. If you fail to pay back the Balance on the Charge Account or otherwise fail to comply with the terms of this Agreement, you could lose all of the funds in your Security Account. We will not pay interest on the Security Account unless expressly stated otherwise. If we do pay interest on the Security Account, it will be deposited to the Security Account as proceeds of the funds to further secure the Obligations. The Security Account is insured by the FDIC to the extent permitted by law. Subject to this Security Agreement, you will be the beneficial owner of the Security Account for purposes of FDIC insurance. We will maintain separate records of your Security Account from your Charge Account, but we will not send Statements for the Security Account.

Security Agreement

Grant of Security Interest: You grant to us, as of the date you deliver funds to us, a security interest in the funds, any additions to the funds, any proceeds of the funds and any interest on any of these (collectively the “Collateral”) to secure your performance of the Obligations. You irrevocably and unconditionally relinquish possession and control over the Collateral, and you pledge and assign as security to us all of your right, title and interest in it. You must take any action we request to perfect or protect our first lien position security interest in the Collateral. You waive the benefit of any homestead or other exemptions in the Collateral. If we must hire an attorney to defend or enforce our rights under this Security Agreement or to perform any legal services in connection with this Security Agreement, you will pay our reasonable attorneys’ fees and court costs, unless the law does not allow us to collect these amounts.

Event of Default or Delinquency: If you are in default of any Obligation or your Charge Account is closed for any reason, you authorize us to withdraw Collateral from the Security Account and apply such amounts to the Charge Account without sending you notice or demand for payment. We may do this in addition to any other rights we have under the law or this Agreement. You are responsible for the repayment of any Obligation that is not satisfied by the application of Collateral.

Interest in Collateral: You represent that (a) there are no current lawsuits or bankruptcy proceedings that might affect our interest in the Collateral, and (b) you have not and will not attempt to transfer any interest in the Collateral to any other person or offer the Collateral as security for any other obligation. If any other person seeks to attach the Collateral, for example by legal garnishment, you agree that we may deem the Balance of the Charge Account immediately payable and apply the Collateral as payment of the Obligations. If there is no activity with respect to your Charge Account for a prescribed period of time (generally five years), the Collateral may be presumed to have been abandoned and will escheat to and become the property of the State of New York or another applicable state. If this happens, we will stop paying any interest on it. We will notify you if required by law prior to escheating any Collateral held under this Security Agreement.

23. SEVERABILITY

If a court or arbitrator finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable. This Agreement will be governed by the laws of the State of New York, without regard for its conflict or choice of law principles, except to the extent governed by federal law.

24. ASSIGNMENT

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not sell, assign or transfer your Charge Account or this Agreement to someone else without our written permission. We may sell, assign or transfer your Charge Account and this Agreement without your permission and without prior notice to you. Any assignee or assignees will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after we notify you that we have transferred your Charge Account or this Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in another way that is reasonable.

25. AMENDMENT AND CANCELLATION

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law. If the change is made for security purposes, we may implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel your Card by calling us at the Customer Service Number or writing to the Mailing Address. Your cancellation of the Card will not affect any of our rights or your obligations arising under this Agreement prior to termination.

We may close this Card or temporarily or permanently limit specific activities the Card can perform at any time upon suspecting or observing potentially fraudulent activity or activity otherwise prohibited by this Agreement.

26. ELECTRONIC COMMUNICATIONS

If you provide us with your mobile phone number or contact us from your mobile number, you are providing this phone number for us or any third party acting on our behalf to contact you at this number. You agree that we may use this phone number to contact you for any business purpose about your Charge Account and you agree to be responsible for any fees or charges you incur as a result of providing this information. You may request this number not be used. We may offer options that allow you to receive or access text messages or other electronic communications from your mobile phone. You agree that we may contact you from time to time regarding your Charge Account in any manner we choose unless the law says we cannot. For example, we may contact you by mail, telephone, email, fax, recorded message, and text message. We may contact you at home, at your place of employment, on your mobile telephone, at any time including weekends and holidays, at any frequency and leave prerecorded messages or messages with others. When we attempt to contact you, we may identify ourselves, our relationship and our purpose for contacting you even if others might hear or read it. Our contacts with you about your Charge Account are not unsolicited. We may monitor or record any conversation or other communication with you.

27. ENGLISH LANGUAGE CONTROLS

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

28. TELEPHONE MONITORING/RECORDING

From time-to-time, we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

29. NO WARRANTY REGARDING GOODS OR SERVICES AS APPLICABLE

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

30. WAIVER

We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Arbitration section 34 below, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Charge Account.

31. 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 Charge Account). To hear this same disclosure and for a general description of your payment obligations for this Charge Account, call the following toll-free number 1-877-751-1859.

32. STATE DISCLOSURES

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

Kentucky Residents: You may pay the Balance of your Charge Account in whole or in part at any time.

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 Charge Account or your application, including but not limited to reviewing, modifying, renewing and collecting on your Charge 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 us if you have a spouse who needs to receive notification that credit has been extended to you.

33. CONTACT INFORMATION

You may contact the Servicer in the following ways:

- By Telephone (the “Customer Service Number”): 1-877-751-1859
- By Email (the “Email Address”): sesamecash@creditsesame.com
- By Mail (the “Mailing Address”): Secured Card, 444 Castro St., Suite 500, Mountain View, CA, 94041
- Through the website (the “Website”): www.sesamecash.com

34. ARBITRATION AND CLASS ACTION WAIVER

NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS YOU OPT-OUT AS DETAILED BELOW. READ THIS ARBITRATION PROVISION. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION PROVISION BY OPTING OUT IN ACCORDANCE WITH PARAGRAPH a, CAPTIONED “OPT-OUT PROCESS,” THE ARBITRATION PROVISION WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, IN THE EVENT OF A DISPUTE.

General: This Arbitration Provision describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an arbitrator’s decision. As solely used in this Arbitration Provision, the terms “we,” “us” and “our” mean not just the Issuer but also our parent companies, subsidiaries, affiliates, successors, assigns and any of these entities’ employees, officers, directors and agents.

Opt-Out Process. IF YOU DO NOT WANT THIS ARBITRATION PROVISION TO APPLY, DO NOT USE THE CHARGE ACCOUNT. WRITE TO US AT THE MAILING ADDRESS TO

NOTIFY US OF YOUR OPT-OUT, THE NOTICE WHICH CONTAINS YOUR CARD NUMBER, YOUR NAME AND ADDRESS, AND A SIGNED STATEMENT THAT YOU OPT-OUT OF THE ARBITRATION PROVISION OF THIS AGREEMENT. YOU AGREE TO BE BOUND BY THE ARBITRATION PROVISION OF THIS AGREEMENT WHEN YOU FIRST USE YOUR CARD AND/OR CHARGE ACCOUNT.

- **What Claims Are Covered:** “Claim” means any claim, demand, dispute or controversy between you and us that in any way arises from or relates to your Charge Account (whether past, present or future). For purposes of this Agreement, the term “Claim” shall have the broadest possible meaning. Despite the foregoing, “Claim” does not include any individual action brought by you in small claims court or your state’s equivalent court, unless such action is consolidated, transferred, removed, or appealed to a different court.
- **Starting or Electing to Require Arbitration:** Either you or we may start an arbitration of any Claim or require any Claim to be arbitrated. Arbitration is started by initiating arbitration or required by giving written notice to the other party requiring arbitration. This notice may be given before or after a lawsuit has been started over the Claim and may address any Claims brought in the lawsuit provided that a party may not pursue a Claim in a lawsuit and then seek to arbitrate that same Claim unless the other party has asserted another Claim in the lawsuit or an arbitration. The notice may be in the form of a motion or petition to compel arbitration. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration Administrator.
- **Choosing the Administrator:** “Administrator” means the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614, www.jamsadr.com, or any other company selected by mutual agreement of the parties. If AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent the Administrator will be selected by a court. The party asserting the Claim (the “Claimant”) may select the Administrator. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or

informal policy that purports to override the Class Action Waiver or Prohibition of Coordinated Arbitrations set out in subparagraphs f and g of this Section.

- **Court and Jury Trials Prohibited; Other Limitations on Legal Rights:** IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR AND OUR ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
- **Class Action Waiver:** IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (2) NEITHER YOU NOR WE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.
- **Prohibition of Coordinated Arbitrations:** You and we agree that neither you nor we may bring a claim as a part of a coordinated arbitration (each, a “Coordinated Arbitration”). Without limiting the generality of the foregoing, a proceeding will be deemed a Coordinated Arbitration if (i) two (2) or more similar Claims are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. “Concurrently” for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.
- **Location and Costs of Arbitration:** Any arbitration hearing that you attend in person must take place at a location reasonably convenient to you, as determined by the arbitrator, except that you may elect telephonic or video remote proceedings in lieu of in person hearing. Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. If either

you or we require a Claim to be arbitrated, you may tell us in writing that you cannot afford to pay the fees charged by the Administrator and/or the arbitrator or that you believe those fees are too high. If your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. Also, we will pay these fees if applicable law requires us to, if you prevail in the arbitration or if we must bear such fees in order for this Arbitration Provision to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or arbitrator. We will bear the expense of our attorneys, experts and witnesses. You will bear the expense of your attorneys, experts and witnesses if we prevail in arbitration. However, if you are the Claimant, we will pay your reasonable attorney, expert and witness fees and costs if you prevail or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. Also, we will bear any fees and costs if applicable law requires us to do so.

- **Governing Law:** This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
- **Rules of Interpretation:** This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision also is binding upon and benefits us. This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement, any legal proceeding and any bankruptcy, to the extent consistent with applicable bankruptcy law. This Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Agreement, on the other hand, this Arbitration Provision shall govern.

- **Severability:** If any portion of this Arbitration Provision is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Arbitration Provision, this Agreement, or any other agreement entered into by you with us. However, notwithstanding any language in this Arbitration Provision or this Agreement to the contrary, the Class Action Waiver is not severable from the remainder of this Arbitration Provision and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Arbitration Provision.

35. 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, email the Servicer at sesamecash@creditsesame.com or write to the Servicer at:

Credit Sesame, 444 Castro St., Suite 500, Mountain View, CA, 94041

You may also contact the Servicer on the Web: creditsesame.com

In your letter, give the Servicer 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 the Servicer:

- 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 the Servicer of any potential errors in writing or email at sesamecash@creditsesame.com. You may call the Servicer, 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:

1. 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.
2. 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 Charge 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 the Servicer 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. Purchases made with cash advances from an ATM or with a check that accesses your Charge Account do not qualify.
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 the Servicer via email at sesamecash@creditsesame.com in writing at:

Credit Sesame

444 Castro St., Suite 500,

Mountain View, CA, 94041

creditsesame.com

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.