

Atlas Cardholder Agreement

Last Updated: July 22, 2024

The Atlas Mastercard Credit Card (Card) is issued by Patriot Bank, N.A., Member FDIC (Bank). Exto Inc., doing business as Atlas, is the entity servicing (Program Manager) the Atlas Mastercard Credit Card. Atlas is also the lender of record and servicer.

The following terms and conditions constitute an agreement (Agreement) between you and Bank governing the use of your Atlas Card account (Atlas Card Account). This Agreement also refers to and includes other disclosures we may provide to you, which are incorporated by reference. As used in this Agreement, Customer, you and your mean the owner of the Atlas Card, any person responsible for paying back all amounts you owe Atlas under this Agreement. The terms we, us, our, Bank and Patriot mean Bank. By opening or continuing to use an Atlas Card Account, you agree to this Agreement. Please keep a copy of this Agreement for your records.

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN ARBITRATION AGREEMENT AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

I. IMPORTANT INFORMATION ABOUT YOUR ATLAS CARD ACCOUNT

- Your Atlas Mastercard® credit card account (Atlas Card Account) is provided by Bank. Bank also issues cards or other devices, including both physical and virtual cards and devices (each, a Card) to access your Atlas Card Account.
- Your Atlas Card Account is secured by a linked account (Linked External Account) that you are required to establish and maintain in order to have the optional Atlas Card Account. You may pay down the balance on your Atlas Card Account using funds from a Linked External Account.
- The Atlas Card Account is designed to help you never spend more than you can pay back in full each month. You may never spend more than a percentage of the average daily balance in your Linked External Account. We refer to this limit as the Available Credit. Your Card Account is also subject to a maximum Credit Limit. See Sections II.A.6 and III.A.2 for more information.
- Each Card is a credit card which accesses the Card Account, which is a line of credit provided by Atlas. It is not a debit card.
- **YOUR OBLIGATION TO PAY ATLAS BACK FOR ALL CARD TRANSACTIONS AND OTHER OBLIGATIONS YOU INCUR IS SECURED BY YOUR LINKED EXTERNAL ACCOUNT. IF YOU DO NOT PAY ATLAS BACK FOR ANY AMOUNT YOU OWE WHEN YOUR PAYMENTS ARE DUE, WE MAY EXERCISE OUR INTEREST AND DEBIT YOUR LINKED EXTERNAL ACCOUNT.**
- Except as otherwise provided in this Agreement or required by Applicable Law, you are responsible for all activity conducted on your Atlas Card Account, and all transactions will be treated as if you had made the transaction yourself.

TRUTH IN LENDING DISCLOSURES

IMPORTANT PRICING INFORMATION ABOUT YOUR CARD

Atlas Card Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases, and Cash Advances	0.00%
Balance Transfer	Not Allowed
Paying Interest	Your payment due date is at least 21 days after the close of each billing cycle. There is no interest charged on your account. Your entire balance must be paid in full by the due date each month.
Minimum Interest Charge	There is no interest charged on your account.
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
Atlas Card Fees*	
Annual Fee	\$0.00
Transaction Fees	\$0.00
Foreign Transaction Fee	3% of transaction amount for each international transaction
Card Replacement Fee [Plastic Card]	\$0.00
Card Replacement Fee [Metal Card]	\$20.00 per replacement card
Expedited Card Replacement Fee	\$25.00 per expedited card delivery request. Expedited shipping, 3 business days.
Penalty Fees	\$0.00
Late Payment Fee	\$0.00
Over-the-Spending Limit Fee	\$0.00

Return Payment Fee	\$0.00
ATM Withdrawal Fee **	\$2.00 per withdrawal**
Debit Card Instant Payments	1.8% of transaction amount for each payment with a debit card, with a \$0.30 minimum
ACH Payments	\$0.00

*Fees subject to change with appropriate notice.

**You may also be charged a fee by the ATM operator, even if you do not complete a transaction. Cash withdrawals are considered Cash Advances on your account. Cash withdrawals are considered Cash Advances on your account.

Additional Disclosures:

- In Ohio, Exto Inc. is licensed under the Ohio Consumer Installment Loan Act and makes open-end loans pursuant to the rate authority available under Ohio Rev. Code § [1321.681](#). The TILA document clearly highlights that there is 0% APR associated with Atlas credit cards and as a result Exto Inc. is in compliance with the stated law.

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).” See Section III.C.2 of this Agreement for more details.

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

II. GENERAL TERMS

This section applies to all features of your Atlas Card Account

A. About your Atlas Card Account

1. **Patriot.** The Atlas Card Account is sponsored by Bank.
2. **Business Days.** Our business days (Business Days) are every day except Saturdays, Sundays, and holidays.
3. **Calling Us.** You may call us at 1-415-417-1706, between the hours of 9 a.m to 5 p.m. Pacific Time to ask questions or request information. Please call us at this number at any time whenever this Agreement or applicable law requires or allows you to notify us by telephone.
4. **Writing to Us.** You may email us at support@AtlasFin.com. You may also write to us at 300 Coventry Rd, Kensington, CA 94707. We will deem any and all notices to us effective upon receipt by us.

5. **Your Atlas Card Account. *THE CARD ACCESSES A LINE OF CREDIT. IT IS NOT A DEBIT CARD.*** The credit we extend when you use your Card, and any other obligation you incur, are secured by your Linked External Account.

6. **Available Credit.** The Atlas Card Account is designed to help you never spend more than you can pay back in full each month, based on average daily balance and transaction history in your Linked External Account. We determine how much you have in your Linked External Account by polling it periodically. We refer to this limit as the available credit (Available Credit). The Available Credit may never exceed the Credit Limit. If you make a transaction that causes you to exceed the Available Credit on your Atlas Card Account, you agree to immediately make a payment on your Card such that you no longer exceed your Available Credit.

- Our general practice is to decline any transaction that would cause you to exceed any applicable Available Credit. Even if we have permitted you to exceed your Available Credit before, we are not required to do it in the future.

7. **The App.** You can access your Atlas Card Account through the Atlas mobile application (App). You may log in to the App at any time to view and update information about your Atlas Card Account and initiate online transactions. Your use of the App is subject to the [Atlas Mobile App Terms of Service](#).

8. **Periodic Statements.** We will make available to you one periodic statement (Statement) for your Atlas Card Account per month, covering activity on your Card during each monthly cycle (Cycle). Each Statement will tell you how much you must pay us, and when the payment is due (Due Date). We may make your Statements available through the App, by e-mail, or by mail. We have made the Statement available to you on the day we notify you that the Statement is available or we mail your paper Statement.

9. **Other Transaction Limits.** For security reasons, there are limits on the number, amount, frequency, and type of transactions you can make using your Card or Atlas Card Account. Similarly, there are limits on your ability to use your Card with certain merchants or terminals. To protect the security of your Atlas Card Account, others' accounts and systems, we may or may not disclose some or all of these limits and any changes to these limits, unless required by law. We may change these limits from time to time at our sole discretion. We will notify you of any limits or changes to these limits if required by applicable law. In our discretion, we may permit you to make transactions in excess of these limits, but our permission to do so on one occasion does not guarantee that we will allow a transaction in excess of the limits in the future. Your rights under this Agreement to make purchases, make ATM transactions, transfers, and other transactions with your Card or Atlas Card Account are subject to this paragraph.

10. **Security; Locking Your Card.** CONTACT US IMMEDIATELY IF YOU BELIEVE YOUR ATLAS CARD ACCOUNT OR CARD HAS BEEN LOST, STOLEN, OR ACCESSED OR USED BY ANY UNAUTHORIZED PERSON. You may ask us to lock any Card, and we may take other action we deem necessary to protect the security of your Atlas Card Account or our systems. Locking a Card may not prevent all unauthorized transactions and will not

prevent transactions that have already been initiated.

B. Opening Your Atlas Card Account.

1. **Identifying You.** To help the United States Government fight terrorism and money laundering, federal law requires us to obtain, verify, and record information that identifies each person that opens an account. What this means for you: when you open an Atlas Card Account, we will ask you for your name, street address, email, phone number, Social Security Number (SSN), and date of birth, and other information that will allow us to identify you. To open an Atlas Card Account with us, you must be at least 18 years old, a U.S. citizen or a resident alien with a valid residential address in the U.S. or U.S. territory where we offer the Atlas Card Account. We may also ask to see your driver's license or other identifying documents that will allow us to identify you. You must tell us when this information changes. We may ask you for additional documents to verify any changes. We may restrict or close your Atlas Card Account if we cannot verify your information, or if you do not provide it as requested.

2. **Consumer Reporting Agencies.** You authorize us to obtain information about you from time to time from consumer reporting agencies, check verification services, and other third parties for the purpose of considering your application for an Atlas Card Account or any other purpose permitted by law.

3. **Ownership of Atlas Card Account.** This is an individual account.

4. **Authorized Users.** You are the only Authorized User for your account, and may not authorize anyone else to use your account.

5. **Linking External Accounts.** You may link your Atlas Card Account to an external bank account you have with another financial institution in the U.S. or a U.S. territory where we offer the Atlas Card Account. We will call that other account a linked external account (Linked External Account). You can use your respective Linked External Accounts to transfer money to your Atlas Account. You may only use a Linked External Account that you own. We may also permit you to use a Linked External Account you own to make payments on any Card, at our sole discretion. Any Linked External Account that is linked to your Atlas Card Account must be owned by you and must be a personal account (not a business or commercial account) held at a U.S. financial institution. Any request to establish a Linked External Account is subject to our verification and approval. In our discretion, we may limit the number of Linked External Accounts linked to your Atlas Card Account at one time, block any transactions requested with your Linked External Account, or disconnect any Linked External Account. In order to link a Linked External Account to your Atlas Card Account, you may be required to provide certain information about your Linked External Account to our service provider, Plaid, or its successor, and may be required to accept the service provider's additional terms and conditions in order to use this feature.

III. CARD TERMS

This Section governs your use of each Card on your Atlas Card Account.

A. A Card is a credit card that accesses a line of credit. It is not a debit card, and you do not access the money in your Linked External Account when you use a Card. If you do not pay us back for transactions you make with your Card(s) when your payments are due, we may withdraw the amount you owe us from your Linked External Account.

1. Using Your Card. The following rules apply to your use of a Card:

- You must sign the Card when you receive it.
- You must return the Card to us or destroy it if we ask you to.
- You must take reasonable steps to prevent the unauthorized use of your Card.
- We are not responsible for any losses you incur if anyone refuses to accept your Card for any reason.
- We may decline to authorize a transaction for any reason.
- We are not responsible for any losses you incur if we do not authorize a transaction.
- You must not use, or try to use, the Card for any illegal activity.
- We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

2. Credit Limit and Available Credit.

a) **Credit Limit.** We will assign a credit limit (Credit Limit) to your Card Account. A Credit Limit is the maximum amount of credit we may extend to you in a monthly billing cycle when you use your Card(s). We are not obligated to extend the total amount of your Credit Limit to you at any time, and we may increase or decrease your Credit Limit or Available Credit at any time in our sole discretion with or without advance notice to you. The maximum amount of credit that you will be permitted to access on your Cards at any time will be the lesser of your Credit Limit or your Available Credit. We are not required to extend credit up to your maximum Credit Limit if it would cause you to exceed your Available Credit. The total outstanding unpaid balance you owe on all of your Cards associated with your Atlas Card Account (Atlas Card Balance) may never be greater than the lesser of your Credit Limit or your Available Credit. You are responsible for keeping track of your Atlas Card Balance.

b) **Available Credit.** In addition to the Credit Limit, you will also have a separate daily spending limit (Available Credit), up to a daily maximum, which is the available portion of your Credit Limit. Your Available Credit is the amount of credit that is available for you to make transactions with your Cards at any given time. You will only have access to Available Credit if you have made successful on time payments for all prior transactions that have occurred during the Billing Cycle and you have made all required payments with regard to prior Statements. If you fail to make required payments, or any payment is returned or unsuccessful for any reason, your Available Credit will be zero until such payment is successfully made. Your Available Credit is equal to the lesser of (i) your remaining Credit Limit for your current Billing Cycle; or (ii) the Available Credit you started with that day minus any outstanding transactions from earlier that day. The total outstanding and unpaid balance from your Cards will be your Account balance at the end of each Billing Cycle ("Atlas Card Balance").

We may determine your Available Credit for the purpose of deciding whether to approve a Card transaction at any time, including between the time you authorize the transaction and when we decide whether to allow the transaction. All transactions on your Card(s) are subject to the applicable Available Credit. See Section II.A.6.

c) **Rules.** You can use the App or contact customer service to view your Atlas Card Balance, Available Credit at any time. While we do our best to provide the most up-to-date information about your Atlas Card Account, there may be some delay in reflecting new transactions, and we cannot guarantee the accuracy of this information in the App and by phone. You are responsible for keeping track of your Atlas Card Balance and Available Credit. Our general practice is to decline transactions that will cause you to exceed your Credit Limit or Available Credit. If we do honor these transactions, you are responsible for paying us back in full immediately, and these limits will not increase. We may increase or decrease your Credit Limit or Available Credit at any time, in our sole discretion. We are not required to extend credit up to your maximum Credit Limit, if it would cause you to exceed your Available Credit.

3. **Virtual Card.** We may permit you to obtain a virtual Card in the App or in a third-party wallet service and use the virtual Card to make transactions from time to time. Your use of a virtual Card is subject to additional terms and conditions which you must accept when you obtain or access a virtual Card. These additional terms and conditions are incorporated by reference herein. You may not be able to use a virtual Card at an ATM or any terminal that does not have the technology necessary to accept a virtual Card.

B. Using Your Atlas Card Account

1. **Point of Sale Purchases.** You may use your Card to make purchases at points-of-sale.

2. **Cash Advances.** You may use your Card to obtain cash advances at ATMs. ***Obtaining a cash advance at an ATM is a loan and does not debit your Linked External Account. Fees may apply, as shown in the Truth in Lending Disclosure or any Fee Schedule we provide.***

3. **Using a PIN.** We may give you a personal identification number (PIN) that you may use to make transactions on your Card. Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe the confidentiality of your PIN has been compromised for any reason, you must contact us immediately.

4. **Rewards.** Your Card may provide you with the opportunity to earn rewards. If it does, we will separately provide you with information and terms about the rewards.

5. **Lost or Stolen Card.** If your Card is lost or stolen or if you think someone else may be using your Atlas Card Account, Card, or Access Credentials without your permission, you must contact us immediately at 1-415-417-1706, or email us at support@AtlasFin.com.

C. Interest and Fees

1. **Interest and Fees.** We do not charge any interest. We will charge fees as disclosed in the *Truth*

in Lending Disclosures on Pages 1-2 of this Agreement, subsequent disclosures, Statements, any change in terms notices, and in the *Fee Schedule* provided with this Agreement. Your balance must be paid in full by the Due Date on your Statement each month. If you miss a required payment, make a late payment, or a payment is returned and you fail to successfully make the required payment by the Due Date, your account will be considered in default, until you pay all overdue amounts, except as prohibited by law.

2. **Late Payment Fee.** If we do not receive your payment as instructed on your Statement by the Due Date it is considered a late payment. The amount of the late payment fee is set forth in the *Fee Schedule*.

3. **Returned Payment Fee.** Each time your payment to us is returned unpaid for any reason it is considered a returned payment. The amount of the returned payment fee is set forth in the *Fee Schedule*.

4. **Transactions Made in Foreign Currencies.** If you make a transaction in a foreign currency, the payment network will convert it into a U.S. dollar amount. The payment network will use its own currency conversion procedures. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date that appears on your Statement. We do not adjust the currency exchange rate or charge any currency conversion fees. Foreign transactions are subject to the Foreign Transaction Fee set forth in the Truth in Lending Disclosures.

5. **ATM Fees.** We charge a fee if you use an ATM to obtain a Cash Advance on your Card, as set forth in the *Fee Schedule*. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. This fee may be charged to your Card and line of credit. You are responsible for paying all such fees.

D. Payments.

1. **Your Promise to Pay.** You promise to pay us all amounts due on your Atlas Card Account by each Due Date set forth on your Statement. You must pay us the entire balance amount listed on your Statement, in full, by the Due Date each month. If we do not receive payment by the Due Date reflected on your Statement, you will be considered in default of the terms of this Card Agreement. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat transactions made without presenting a physical Card (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the Card in person. If you let someone else use your Atlas Card Account, you are responsible for all transactions that person makes.

2. **Minimum Payment.** You must pay us the entire balance amount listed on your Statement, in full, by the Due Date each month. If we do not receive your Total Due by the Due Date reflected on your Statement, you will be considered in default of the terms of this Card Agreement.

3. **Payment Methods.** Your payment must be made in U.S. dollars from a Linked External Account issued by an U.S. institution. You must use one of the following payment methods:

a) **Preauthorized Automatic Payments (AutoPay).** When you sign up, or by using the App, you may elect to make payments for your respective Cards using AutoPay (Smart Pay). Upon

selecting AutoPay, you authorize us to make recurring debits via ACH transfers from Linked External Accounts, on the specified payment frequency, including the Due Date, in the amount of the payment due (or another amount you select), as set forth on each Statement. You also authorize us to debit or credit your selected payment method as needed to correct any errors, process returned and reversed payments, and similar issues, to the extent permitted by law.

b) **One-Time Transfer.** You may use the App to authorize us to make a one-time transfer to us via ACH transfers from their Linked External Account on or before each Due Date. You authorize us to debit or credit your selected payment method to correct any errors, process returned and reversed payments, and similar issues, to the extent permitted by law.

- We may permit additional payment methods from time to time. We may reject any payment not made in accordance with this section.

4. **Effect of Payment on Available Credit.** When we receive a payment and apply it to your Atlas Card Balance from a payment method other than a transfer from your Linked External Account, your Available Credit on your Atlas Card Account will increase in an amount equivalent to your payment. We may delay the change in your Available Credit until we confirm that your payment has cleared. This may happen even if we credit your payment. If you have elected to make payments from the Linked External Account associated with your Card, your Atlas Card Balance will be reduced by the amount of your payment, and your Available Credit will update based on remaining balance in your Linked External Account. Your Available Credit will not necessarily increase.

5. **Payment Processing.** We may accept and process payments without losing any of our rights. If your payment is returned unpaid for any reason, you authorize us to re-initiate the payment you authorized up to two additional times. We also reserve the right to add the returned payment amount back to your Atlas Card Balance.

6. **How We Apply Your Payments.** Payments are first applied to any past-due amount (except late fees), then to your current minimum payment due. Payments in excess of your minimum payment due will be applied to any outstanding fees, then the remainder of your Atlas Card Balance. We may adjust your Atlas Card Balance or Available Credit as reasonably necessary to correct errors, process returned and reversed payments, and similar issues.

7. **Credit Balances.** We may reject and return any payment that creates or adds to a credit balance on your Card. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges. You may write to the address provided on your Statement to request a refund of any available credit balance greater than \$1.00.

E. Your Card Billing Rights.

This section applies to billing errors with your Card. If you believe there is an error related to a transaction to or from your Linked External Account, please see the Electronic Fund Transfer Agreement.

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:

Atlas, c/o Exto Inc.
300 Coventry Rd
Kensington, CA 94707

You may also call us at 1-415-417-1706, or contact us on the Web: support@AtlasFin.com.

In your letter, give us the following information:

- **Atlas Card Account information:** Your name and Atlas Card Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your Statement, 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.

To stop a scheduled payment on an amount you think is wrong, you must contact us at least three Business Days before the scheduled payment date.

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 Notice

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

1. Within 30 days of receiving your notice, we must tell you that we received your notice. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your notice, 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, the following are true:

- 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. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your Atlas Card Balance.
- We can apply any unpaid amount against your Available Credit.

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 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 any applicable fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

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

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

- **Your Rights If You Are Dissatisfied With Your Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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

- 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 is 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 Card for the purchase. Purchases made with cash advances from an ATM do not qualify.
- 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* or electronically at the address listed above.

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.

- If we provide you a credit for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction. You will also: (a) give us any information about the disputed transaction, if we ask; (b) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and (c) help us get reimbursement from others. If we reimburse you for 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.

No Warranties. We are not responsible for any claim you may have regarding the purchase of

goods or services made with your Card beyond your rights described in this section and on your Statement.

F. Atlas Card Account Default.

1. **Events of Default.** Your Atlas Card Account will be in default if:

- You do not make a monthly payment in full when it is due;
- Any required payment you make is rejected, not paid or cannot be processed;
- You exceed your Credit 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 revoke your consent to receive records, disclosures, and other communications electronically;
- You do not comply with any term of this Agreement or any other agreement with us;
- You relocate outside the United States; or
- We receive a garnishment, attachment or other levy upon your Linked External Account, or the Linked External Account is subject to any other legal proceeding.

2. **Consequences of Default.** If you are in default, we may take certain actions with respect to your Atlas Card Account. For example, we may take the following actions, without notifying you, unless the law says that we must give you notice:

- Close or suspend one or more of your Card(s) or your entire Atlas Card Account;
- Reduce your Credit Limit or Available Credit;
- Demand that you immediately pay the Atlas Card Balance;
- Continue to charge you fees (as set forth in the *Truth in Lending Disclosures*) as long as your Atlas Card 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.

IV ARBITRATION AGREEMENT

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Agreement to Arbitrate

This section is referred to as the arbitration agreement (Arbitration Agreement). If you have a dispute with the Bank or any of the parties with whom we contract to offer the Card(s) (Indemnified Party), and are not able to resolve the dispute informally, you and we agree that upon demand by you, the Bank or any other Indemnified Party, the dispute will be resolved

through the arbitration process set forth in this section.

Arbitration

You agree that if you have a dispute or claim that has arisen or may arise between you and the Bank or any other Indemnified Party, whether arising out of or relating to this Agreement (including any alleged breach), your Atlas Card Account and services provided under this Agreement, any advertising, any aspect of the relationship or transactions between us, and you are not able to resolve the dispute or claim informally, you and we agree that upon demand by you, the Bank or any other Indemnified Party, the dispute or claim will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement. Except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Arbitration Agreement, you and the Bank are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

Parties Subject to this Arbitration Agreement

This Arbitration Agreement applies whenever there is a claim between you and us. If a third party, such as an Indemnified Party other than the Bank, is also involved in a claim between you and us, or if a dispute arises between you and an Indemnified Party other than the Bank relating to this Agreement or your Atlas Card Account, then the claim will be decided with respect to the third party in arbitration as well, in accordance with this Arbitration Agreement, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party.

THIS ARBITRATION AGREEMENT DOES NOT APPLY TO YOU IF, AS OF THE DATE OF THIS AGREEMENT, YOU ARE A COVERED BORROWER UNDER THE FEDERAL 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 support@AtlasFin.com.

Exclusions

You and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court's jurisdiction, so long as the disputes remain in such court and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing will bear all costs and expenses incurred by the other in compelling arbitration.

Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE BANK OR ANY OTHER

INDEMNIFIED PARTY ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE BANK AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

Pre-Arbitration Dispute Resolution

The Bank and Indemnified Parties are always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to your satisfaction by emailing customer support at support@AtlasFin.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (Notice). The Notice to the Bank or Indemnified Party should be sent to 300 Coventry Rd, Kensington CA 94707 (Notice Address). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. If you do not resolve the claim with the Bank or Indemnified Party within 60 calendar days after the Notice is received, you or the Bank or Indemnified Party, as applicable, may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by any party will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Bank is entitled.

Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's (AAA) rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the AAA Rules), as modified by this *Arbitration Agreement*. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this *Arbitration Agreement*, the applicable terms of this *Arbitration Agreement* will control unless the arbitrator determines that the application of the inconsistent *Arbitration Agreement* terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this *Arbitration Agreement*. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the parties to the arbitration agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the Arbitration Fees) will be governed by the AAA Rules, unless otherwise provided in this *Arbitration Agreement*. If the value of the relief sought is \$75,000 or less, at your request, the Bank will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, the Bank will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Bank will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

Confidentiality

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

Severability

If a court or the arbitrator decides that any term or provision of this *Arbitration Agreement* (other than the *Prohibition of Class and Representative Actions and Non-Individualized Relief* section above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this *Arbitration Agreement* will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the *Prohibition of Class and Representative Actions and Non-Individualized Relief* section are invalid or unenforceable, then the entirety of this *Arbitration Agreement* will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of this *Arbitration Agreement* will continue to apply.

Future Changes to this Arbitration Agreement

Notwithstanding any provision in this Agreement to the contrary, if the Bank makes any future change to this *Arbitration Agreement* (other than a change to the Notice Address) while you have a Atlas Card Account, you may reject any such change by sending the Bank written notice

within 30 days of the change to the Notice Address. By rejecting any future change, you are agreeing that you will arbitrate any dispute covered by this *Arbitration Agreement* in accordance with the terms of this *Arbitration Agreement* as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).