

Super.com Secured Charge Card Agreement

FOR ALL CUSTOMERS

PLEASE READ THIS SUPER.COM SECURED CHARGE CARD AGREEMENT (THIS “CHARGE CARD AGREEMENT”) CAREFULLY, AS IT CONTAINS AN *ARBITRATION AGREEMENT* AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. UNLESS YOU ACT PROMPTLY TO REJECT THE *ARBITRATION AGREEMENT*, IT AND FINAL ARBITRATION, AND FURTHER(1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. IMPORTANTLY, THE *ARBITRATION AGREEMENT* INCLUDES OPT OUT PROVISIONS. THE *ARBITRATION AGREEMENT* HEREIN DOES NOT APPLY IF YOU ARE A COVERED BORROWER (DEFINED BELOW) ENTITLED TO PROTECTIONS UNDER THE MILITARY LENDING ACT. PLEASE SEE THE MILITARY LENDING ACT DISCLOSURES SECTION BELOW FOR MORE INFORMATION.

The Super.com Secured Charge Card (the “Super.com Card” or the “Card”) is a secured credit card, which means that it is a credit card that accesses a line of credit (“Card Account”), and is a charge card requiring you to repay the Payment Due in full each month. It is not a debit card, and does not access the money in your Super.com Deposit Account (defined below). All credit extended to you by Republic Bank & Trust Company (“Republic Bank”) in accordance with this Charge Card Agreement is secured by your Super.com Deposit Account. This means that if you do not repay the amount charged (the “Payment Due”) on your Super.com Card when your payments are due (the “Payment Due Date”) in accordance with this Charge Card Agreement, Republic Bank may exercise its security interest and withdraw the amount owed from the funds we have secured in your Super.com Deposit Account on your behalf. See the *Security Agreement* (below) for more information. If you fail to make the Payment Due by the Payment Due Date or another event of default occurs under this Charge Card Agreement, we may terminate your Super.com Card and Super.com Deposit Account, and we may exercise our security interest in your Super.com Deposit Account.

INTRODUCTION

This Super.com Secured Charge Card Agreement (this “**Charge Card Agreement**”) is between you and Republic Bank & Trust Company (“**Bank**,” or “**Republic Bank**” and, together with the Bank’s agents, successors, assignees and third-party service providers, “**we**,” “**us**,” and “**our**”). This Charge Card Agreement outlines the terms and conditions under which Republic Bank, in partnership with Snapmoney Inc., a Delaware corporation doing business as Super.com (“**Super.com**”) as the service provider to the Bank, has agreed to establish a secured credit card for you.

This Charge Card Agreement applies to customers who have obtained a Super.com Secured Credit Card. Cardholders receive: (i) a digital demand deposit account ("**Super.com Deposit Account**") with terms as outlined in the Super.com Deposit Account Agreement, and (ii) a Super.com Secured Credit Card ("**Super.com Card**" or "**Card Account**" as they may be referred to respectively) with terms outlined in this Charge Card Agreement, both issued by Republic Bank. Super.com is the third-party service provider for the Super.com Deposit Account and Super.com Card. Any request for a Super.com Card or Virtual Card is processed by Super.com, acting as agent for Republic Bank. The Terms of Use and related Service Terms for Super.com are incorporated herein by reference. The Super.com Terms of Use can be accessed [here](#).

By activating or using your Super.com Card, Card Account, or Virtual Card, you agree to be bound by the terms and conditions contained in this Charge Card Agreement, including the Fees listed in the Truth in Lending Disclosures below. All capitalized terms used but not defined in this Charge Card Agreement have the meanings set forth below. Unless it would be inconsistent to do so, words and phrases used in this Charge Card Agreement should be construed so that the singular includes the plural, and the plural includes the singular.

Definitions:

"ATM Cash Advance" means using your Super.com Card at an Automated Teller Machine ("**ATM**") to obtain credit in the form of cash. An ATM Cash Advance is an extension of credit that must be repaid in accordance with this Charge Card Agreement.

"Available Balance" is generally the most up-to-date record of the amount of money immediately available for use or withdrawal in your Super.com Deposit Account that secures your obligations under this Charge Card Agreement. The Available Balance in your Super.Com Deposit Account, at any given time, is generally equal to the amount deposited into your Super.com Deposit Account less your Card Balance. Please see the Deposit Account Agreement governing your Super.com Deposit Account for more information on how we calculate your Available Balance. You can access your Available Balance on the Super.com App or the Site.

"Available Credit" is the amount of credit that is available for your use on your Super.com Card from time to time. It is equal to the lesser of (a) the Available Balance in your Super.com Deposit Account or (b) the Credit Limit minus the Card Balance.

"Business Day" means Monday through Friday excluding federal holidays.

"Card Account" means the line of credit issued by Republic Bank, which is accessed by using your Super.com Card or Virtual Card, and any related records we maintain reflecting the transactions made with your Super.com Card or Virtual Card.

"Card Balance" means the most up-to-date total amount of outstanding unpaid credit we have extended to you on your Super.com Card under this Charge Card Agreement. Your Card Balance is available on both the Super.com App and the Site.

"Card Number" is the sixteen (16) digit number embossed on your Super.com Card and associated with your Super.com Card.

"Covered Borrower" has the meaning set forth in the Military Lending Act 32 C.F.R. § 232.3(g).

"Credit Limit" is the maximum amount of credit we may extend, equal to \$5,000. The total Balance owed on the Super.com Card may never be greater than the Credit Limit.

"Linked External Account" means a personal deposit account you own and are authorized to use that is held at another U.S.depository institution and that has been registered as linked on the Super.com App or Site.

"Payment Due" means the total outstanding balance due for your Super.com Card each month, as shown on your Statement

"PIN" means the personal identification number that you may use to make transactions on your Card.

"Site" means Super.com website.

"Statement" means the summary of your Super.com Card or Virtual Card activity for a specified billing period.

"Super.com App" means the Super.com mobile application available for download to your mobile device.

"Virtual Card" means the access device issued to you by Republic Bank that you may elect to obtain to access your CardAccount for telephone or online transactions, without needing to present your plastic Card. The Virtual Card and physical plastic Super.com Card are each a **"Card"** under this Agreement.

"We," "us," and "our" mean Republic Bank, our successors, affiliates, or assignees.

"You," "your," and "Cardholder," refer to the person who submits an initial request for the Card, and agrees to be responsible for the Card and Card Account as provided for in this Charge Card Agreement.

The Super.com Card is and will remain the property of Republic Bank and must be surrendered upon demand. The Super.comCard and Virtual Card are nontransferable and may be canceled, repossessed, or revoked by Republic Bank at any time without prior notice subject to applicable law. The Super.com Card and Virtual Card are not designed for business use, and RepublicBank may close your Card Account if we determine that it is being used for business purposes. Republic Bank may refuse to process any transaction that we believe may violate the terms of this Charge Card Agreement or applicable law. If you or we cancel your Card Account for any reason, we may also close your Super.com Deposit Account.

Please read this Charge Card Agreement carefully and keep it for future reference.

TRUTH IN LENDING DISCLOSURES

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	0.00%
APR for ATM Cash Advances	0.00%
Minimum Interest Charge	Not applicable.
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 www.consumerfinance.gov/learnmore

Fees	
Annual Fee	No annual fee for this credit card with your paid Super+ Membership.
Foreign Transaction Fee	\$0.00 Foreign Transaction Fee

ATM Cash Advance Fee	\$0.00 for transactions made at a MoneyPass ATM. The ATM operator may impose an additional fee. \$2.50 for transactions made at an ATM outside of the MoneyPass network. The ATM operator may impose an additional fee.
Purchase Assurance Fee	\$0.00 for the first three (3) transactions per calendar month; every transaction thereafter will be declined.
Penalty Fees - Late Payment - Over the Credit Limit - Returned Payment Fee	\$0.00. \$0.00. \$0.00.
Other Fees - Replacement Card Fee - Expedited Card Delivery Fee	\$0.00. \$25.00. if you ask us to send a card by expedited delivery (within 3 Business Days).

How We Will Calculate Your Balance. If we charge interest on your Card Balance, we will use the “average daily balance (including new purchases)” method to calculate the balance. To get the “average daily balance (including new purchases)” we take the beginning balance on the Card each day of the billing cycle, add any new purchases and any fees, and subtract any payments or credits. This gives us a daily balance. Then, we add up all the daily balances for each day in the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance (including new purchases).”

Billing Rights. Information on your rights to dispute transactions and how to exercise those rights is provided in this Charge Card Agreement below and on the back of your monthly Statement.

OPENING A SUPER.COM CARD (IDENTITY VERIFICATION); REGISTRATION AND ACTIVATION.

To obtain a Super.com Card, you will need to provide personal information in order for us to verify your identity ("**Register**"). You must open a Super.com Deposit Account, and grant us a security interest in the Super.com Deposit Account securing your obligations under this Charge Card Agreement, in order to obtain a Super.com Card. You must Register, sign, and activate the Super.com Card before it can be used. To be eligible to activate your Super.com Card Account, you represent and warrant that: (a) you are at least eighteen (18) years of age; (b) the personal information that you provide to us is true, correct, and complete; (c) you reside in the U.S. and have a U.S. mailing address; and (d) you have read this Charge Card Agreement and agree to be bound by, and comply with, its terms.

Customer Identification Program Notice. In order to help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, street address, date of birth, and government ID number, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Card activation and identity verification are required before you can use the Card Account. Use of the Card Account is also subject to fraud prevention restrictions at any time, with or without notice.

After your Super.com Card is opened, we may again ask to see a copy of your driver's license or other identifying documents at any time if we deem it necessary to verify your identity, address, or transactions on your Card Account. These measures are specifically designed to help us protect your identity and identify possible fraud on your Card Account. If we ask for specific identifying documents, we will have the right to immediately close or suspend your Super.com Card if those specific documents are not provided.

ACTIVATION OF A PHYSICAL CARD: If you request a physical Super.com Card, you should sign the Super.com Card when you receive it. You must activate your physical Super.com Card before it can be used. We may require you to provide personal information in order to verify your identity before we will activate your Super.com Card. You must return the physical Super.com Card to us or destroy it if we ask you to do so.

THE FOLLOWING RULES APPLY TO THE USE OF YOUR SUPER.COM CARD:

You must take reasonable steps to prevent the unauthorized use of your Super.com Card, and you must not use, or try to use, the Super.com Card for any illegal activity. We may decline to authorize a transaction for any reason. We are not responsible for any losses you incur (i) if we do not authorize a transaction for any reason, (ii) if anyone refuses to accept your Super.com Card for any reason, or (iii) when our services are unavailable for any reason beyond our control.

DEDUCTION OF FEES. The fees associated with your Super.com Card or Virtual Card are listed or described in the Truth in Lending Disclosures set forth above. All fee amounts will be charged to your Card Account, except where prohibited by applicable law, and will reduce your Available Credit.

ELECTRONIC COMMUNICATION. Your Card Account is an electronic account. We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise. When you give us your email address, you agree that we may send servicing messages (such as fraud alerts and Hold alerts) related to your Card Account to that address. If you revoke your consent to electronic communications, we will declare you to be in default of this Charge Card Agreement and close your Card Account and Super.com Deposit Account.

AUTHORIZED USERS. You are responsible for all authorized transactions initiated, and fees incurred, by use of your Super.com Card, Card Account, or Virtual Card. If you permit another person to have access to your Card, Virtual Card, Card Account, Card Number, or PIN, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons, even if they exceed their authority. CONTACT US IMMEDIATELY AT FINPRODUCTSSUPPORT@SUPER.COM IF YOU BELIEVE YOUR SUPER.COM CARD, VIRTUAL CARD, CARD ACCOUNT, CARD NUMBER OR PIN 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 actions that we deem necessary or appropriate to protect the security of your Super.com Card, your Card Account or our systems. Locking your Super.com Card may not prevent all unauthorized transactions and will not prevent transactions that have already been initiated.

USING YOUR SUPER.COM CARD

Using Your Card. You may use your Super.com Card to make purchases at points-of-sale. We may also permit you to obtain cash advances at an ATM, as described in this Charge Card Agreement. We may permit you to obtain a Virtual Card in the Super.com App, Site, or in a third-party digital 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 of the Super.com Card Digital Wallet Terms of Use, which you must accept when you obtain access to the Virtual Card. These additional terms and conditions are available at Super.com and are incorporated by reference herein. We are not responsible for any third-party digital wallet service. We may give you a PIN to use to make transactions on your Super.com Card. For security reasons, you may be required to provide the PIN before you are able to use the Super.com Card. You must contact us immediately at finproductssupport@super.com if you believe the confidentiality of your PIN has been compromised for any reason.

Permitted Use. You agree to use the Card Account for lawful personal, family, or household purposes only. You may not use the Card Account for business, commercial, or illegal purposes, or in any manner not permitted by this Charge Card Agreement. We may refuse to process any transaction that we believe may violate the terms of this Charge Card Agreement or applicable law. If you use your Card Account in a manner that is not permitted, this Card Agreement still applies, and you are liable for those transactions. You also may be liable to us for any damages and/or expenses resulting from such use. Additionally, we may close your Card Account. You agree that we may rely on information provided by merchants and your applicable payment network to categorize transactions.

Preauthorizations. If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may pre-authorize the transaction amount up to seventy five dollars (\$75.00) or more. If your Card is declined even though you have sufficient Available Credit, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, or for similar purchases, the merchant may pre-authorize the transaction amount for the purchase amount plus up to twenty percent (20%) or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any pre-authorization amount will place a "hold" on your Available Credit in that amount until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the pre-authorization amount on hold will be removed. It may take up to seven (7) Business Days or more for the hold to be removed. During the hold period, you will not have access to the pre-authorization amount. 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 Available Credit for up to thirty (30) calendar days or more.

Declined Transactions. We may decline to authorize any transaction for any reason at our sole discretion. We are not responsible for any losses you incur if we do not authorize a transaction. We are not responsible for any losses you incur if anyone, including any terminal, merchant, merchant's financial institution, or other third party, refuses to accept

your Super.com Card or Card Number or process the transaction you request for any reason. We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control, subject to applicable law.

ATM CASH ADVANCE ACCESS

With your PIN, you may use your Super.com Card to obtain a cash advance from any ATM, as permissible by a merchant, bearing the Mastercard Acceptance Mark. ATM transactions are treated as cash advance transactions which draw from the line of credit associated with your Card Account. It is not a withdrawal of cash from your Super.com Deposit Account. It is an extension of credit that must be repaid in accordance with this Charge Card Agreement. Any cash advance from an ATM terminal will be subject to any limitations set forth herein and the fees disclosed in the Truth in Lending Disclosures above, as well as any daily limits imposed by the ATM owner.

You should not write your PIN on your Super.com Card or keep your PIN with your Super.com Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others, and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, call us immediately.

SUPER+ MEMBERSHIP

To be eligible to apply for the Super.com Card, you must be a Super+ Member. While there is no membership fee for the Super.com Card, there is a \$15 monthly membership fee for the Super+ Membership. If you do not pay your \$15 monthly membership fee, you will not receive rewards on purchases described in the Super.com Cashback Addendum. We may terminate your Card Account, Card, and Virtual Card if you terminate your Super+ Membership.

You can access your Card Account and all information relating to your other Super+ Membership benefits through the Super.com App. You may log in to the Super.com App or Site at any time to view and update information about your Card Account and initiate online transactions. Your use of the Super.com App and the Site are subject to the Super.com Terms of Use, as well as the Financial Products & Earnings Service Terms, the Super+ Membership Service Terms, and such other Service Terms as may be applicable to the products and services accessed by you.

LIMITS ON YOUR SUPER.COM CARD AND CARD ACCOUNT

Your Super.com Card has limits that are designed to help you spend no more than you are able to repay. The following limits apply to your use of your Card Account. You may not make any transactions that would cause you to exceed any of these limits.

We will never authorize a transaction on your Card in an amount that exceeds the Available Balance in your Super.com Deposit Account. The Available Balance is the most up-to-date record of the amount of money immediately available for use or withdrawal in your Super.com Deposit Account that secures your obligations under this Charge Card Agreement. The Available Balance in your Super.Com Deposit Account, at any given time, is generally equal to the amount deposited into your Super.com Account less your Card Balance. Please see the Deposit Agreement governing your Super.com Deposit Account for more information on how we calculate your Available Balance and how funds are made available to you. This limit is designed to help you spend no more than you are able to repay using the funds in your Super.com Deposit Account.

We will never authorize a transaction on your Super.com Card in an amount that exceeds your Available Credit. At any given time, your Available Credit is equal to the lesser of (a) the Available Balance in your Super.com Deposit Account or (b) the Credit Limit minus the unpaid Payment Due on the Super.com Card. **Your Credit Limit is five thousand dollars (\$5,000).** However, your Available Credit can change at any time; for example, when you make a deposit to your Super.com Deposit Account, make a transaction on your Card Account, or repay your Card Balance.

Keeping Track of Your Limits. You can use the Super.com App, the Site, or contact customer service to view limit and balance information about our Super.com Card. While we do our best to provide the most up-to-date information about your Card Account, there may be some delay in reflecting new transactions, for reasons outside our control, such as network interruptions or delays by merchants in posting transactions, and we cannot guarantee the accuracy of this information in the Super.com App, on the Super.com website, or by phone. You are responsible for keeping track of your Super.com Card Balance, Credit Limit, and Available Credit. Our general practice is to decline transactions that may 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.

Effect of Payment on Credit Limit and Available Credit. When we receive a payment and apply it to your Card Account from the Super.com Deposit Account associated with your Card Account, your Available Balance in the Super.com Deposit Account will be reduced

by the amount of your payment, and your Available Credit on the Super.com Card will not increase.

Exceeding Your Limits. If you make a transaction that causes you to exceed the Credit Limit or Available Credit on your CardAccount, you agree to immediately make a payment on your Card or make a deposit to your Super.com Account such that you no longer exceed your Credit Limit or Available Credit. Our general practice is to decline any transaction that would cause you to exceed any limit applicable to your Super.com Card. Even if we have permitted you to exceed a limit before, we are not required to do it in the future. We determine the amount of your Available Balance for the purpose of deciding whether a transaction will cause you to exceed a limit only once per transaction, which determination may occur at any time between the time you authorize the transaction and when we decline the transaction or send a notice of the declined transaction.

Other Limits. For security reasons, there are limits on the number, amount, frequency, and type of transactions you can make using your Super.com Card. Similarly, there are limits on your ability to use your Super.com Card with certain merchants or terminals. To protect the security of your Super.com Card, others' accounts, and our systems, we may or may not disclose some or any of these limits or any changes to these limits unless required by applicable law. We may change these limits from time to time at our sole discretion with or without notice. We will notify you of any limits or changes to the limits as required by applicable law. In our discretion, we may from time to time permit you to make transactions in excess of these limits, but permission to exceed a transaction limit on one or more occasion(s) does not grant or guarantee future right or permission to exceed the transaction limits. Your rights under this Charge Card Agreement to make purchases, initiate transfers, and complete other transactions with your Super.com Card or Card Account are subject to this paragraph.

PURCHASE ASSURANCE

You may enable the Purchase Assurance feature at any time within the Super.com App or on the Site. This feature will not be available unless you have enabled it. If you attempt to make a purchase with your Super.com Card that exceeds the Available Credit applicable to your Card, and you have attached an external debit card ("**Linked Debit Card**") to your Super.com Deposit Account, Super.com may, as a convenience to you and in its sole discretion, transfer the funds into your Super.com Deposit Account from your Linked Debit Card to cover the purchase ("**Purchase Assurance**"). When you access the Purchase Assurance feature, Super.com will transfer the amount necessary for you to make your purchase to your Super.com Deposit Account from your Linked Debit Card on file with us. Once you have elected to enable Purchase Assurance, you may subsequently revoke your authorization in the Super.com App or on the Site, or by calling our Customer

Support Team at +1 (844) 461-2577 at least three (3) Business Days before the date of any Super.com Card transaction you make which would access the Purchase Assurance feature. There will be no fee for the first three (3) Purchase Assurance transfers in any given calendar month, and every transaction thereafter will generally be declined, however we will not charge a fee and we are not liable if we do not decline it. Purchase Assurance only is available when enabled and up to the amount of funds that are available in your Linked Debit Card. If you attempt to make a purchase which exceeds the amount of funds available in your Linked Debit Card, the transaction will be declined.

By electing to enable Purchase Assurance, you authorize us to debit and/or credit your Linked Debit Card we have on file for you, every day, when you use the Purchase Assurance feature to complete a purchase using your Super.com Card, on or promptly after each date you authorize the Super.com Card transaction. The amount of each debit will be the amount needed to complete the transaction(s) you make on your Super.com Card; meaning, Super.com will transfer the difference of the transaction amount and your Available Credit. You acknowledge that, as applicable, the electronic authorization contained in this Section represents your written authorization for debit card transactions as provided herein and will remain in full force and effect until you notify us that you wish to revoke this authorization as described above.

NOTE: Purchase Assurance entails transferring the difference of your Available Credit and the transaction amount in order to complete a Super.com Card purchase transaction. By way of example, if you have enrolled in Purchase Assurance and you currently have \$10 of Available Credit on your Super.com Card, and you initiate a Super.com Card purchase transaction for \$17, a transfer of \$7 will be initiated from your Linked Debit Card to your Super.com Deposit Account at or around the time that the transaction is authorized in order to approve the Super.com Card purchase transaction.

PAYMENTS, INTEREST AND FEES

Your Promise to Pay. You promise to pay us all amounts due on your Super.com Card by each Payment Due Date set forth on each Statement. Amounts due on your Super.com Card will include amounts where you may not have signed a purchase slip or other document for the transaction. We will treat transactions made without presenting a physical Super.com Card (such as transactions completed by mail, telephone, Internet, or mobile device) the same as if you used the Super.com Card in person. If you let someone else use your Super.com Card, you are responsible for all transactions that person makes, even if that person's use exceeds their authority to use your Card Account or Super.com Card, whether or not you have notified us that the person will be using your Card Account. If you are responsible for paying any Payment Due, we may refuse to release you from liability until all of the Cards and other credit devices outstanding under

the Card Account have been returned to us and you repay us the total Payment Due owed to us under the terms of this Charge Card Agreement.

Prepayment. You may pay all or any part of your total outstanding Card Balance at any time without a prepayment penalty. If you overpay, or if there is a credit balance on your Card Account, we will not pay interest on such amounts.

Fees. We will charge fees as disclosed in the Truth in Lending Disclosures, including “Fees” above, subsequent disclosures, Statements, and any change in terms or notices. If you miss a required payment by the Payment Due Date, we will exercise our security interest in the funds in your Super.com Deposit Account, and we may terminate your Super.com Card and your Super.com Deposit Account. See the *Security Agreement* below for more details.

Other Fees. Unless prohibited by law, we also may charge you other fees from time to time for services you request that are otherwise not captured here. If a fee applies to your Card Account, we will tell you the amount of the fee at the time you request the service.

Payment Methods. You are permitted only to make payments to your Super.com Card from your Super.com Deposit Account. You must use one of the following payment methods:

- **Preauthorized Automatic Payments (“Autopay”).** When you sign up, or by using the Super.com App or Site, you may elect to make payments for your Super.com Card using Autopay. Upon selecting Autopay, you authorize us to make recurring debits from your Super.com Deposit Account on each Auto Payment Date to satisfy the Payment Due set forth on each Statement. We will not debit more than the Payment Due. However, the amount we debit may be less than the Payment Due because payments, returned purchases, and other credits can reduce the Payment Due if they post to the Card Account between the Statement Date and the Auto Payment Date. 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 applicable law.
- **One-Time Transfer.** You may use the Super.com App or Site to authorize us to make a one-time transfer to us from your Super.com Deposit Account to pay the amount of the Payment Due as set forth on your Statement. You also authorize us to debit or credit your payment method to correct any errors, process returned and reversed payments, and similar issues, to the extent permitted by applicable law.

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

You must make payments in U.S. dollars in a form acceptable to us. We do not accept cash payments through the mail or by check. When making a payment, you must follow the instructions in this section and any additional instructions shown on your Statement. If you do not follow our payment instructions, we may not accept your payment, or there may be a delay in crediting your Card Account. If you make a one-time payment after the cut-off time of 2:30pm Eastern Time on a Business Day or on a day that is not a Business Day, it will be initiated as of the next Business Day. Our Business Days are Monday through Friday, except for federal holidays. We may accept and process payments without losing any of our rights under this Charge Card Agreement.

How We Apply Your Payments. Payments are first applied to any past-due amount, then to your current Payment Due. We may adjust your Available Balance, Available Credit, or Credit Limit as reasonably necessary to correct errors, process returned and reversed payments, and address other similar issues.

Credit Balances. We may reject and return any payment that creates or adds to a credit balance on your Super.com Card Account. 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.

Non-Payment. In addition to any other rights we may have or actions we may take under this Charge Card Agreement, if you fail to pay your Payment Due on the Payment Due Date, we may exercise the Security Interest in the Collateral under the *Security Agreement*. See details in the *Security Agreement* section below.

Reporting of Credit Information and Notice of Furnishing Negative Information. If you choose to opt-in to credit reporting, we will report information about your Super.com Card to credit bureaus. You understand that once you opt-in to this service, we will continue to report your activity to the credit bureaus until your Super.com Card is closed. Late payments, missed payments, or other defaults on your Super.com Card may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the address below:

Republic Bank c/o Snapmoney, Inc. DBA Super.com 18 Bartol Street, Unit #159
San Francisco, CA 94133

You authorize us to obtain a consumer report and other 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 a Card Account, monitoring, collecting, servicing, and maintaining your Card Account.

FRAUDULENT OR CRIMINAL CARD ACCOUNT OR VIRTUAL CARD ACTIVITY

In addition to our other rights set forth herein, we reserve the right to block, suspend, or cancel your Super.com Card or Virtual Card if, as a result of our policies and processes, we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity that is inconsistent with the terms of this Charge Card Agreement. We may also temporarily suspend your Super.com Card or Virtual Card in the event we detect unusual or suspicious account activity. If we exercise this right, we will incur no liability to you because of any resulting unavailability of your Card Account, Virtual Card, or your inability to use your Super.com Card.

RETURNS AND REFUNDS

If you are entitled to a refund for any reason for goods or services obtained with your Super.com Card, you hereby agree to the refund policy of that merchant, including to accept credits to your Super.com Card for such refunds. If you have a problem with a purchase that you made with your Super.com Card, or if you have a dispute with the merchant, you must attempt to handle it directly with the merchant. There may be a delay of five (5) days or more from the date the refund transaction occurs until the date the refund amount is credited to your Card Account.

NOTIFY US IMMEDIATELY OF LOST OR STOLEN CARDS

If your Card is lost or stolen or if you think someone else may be using your Super.com Card Account, Card, or PIN without your permission, you must contact us immediately at finproductssupport@super.com.

TRANSACTIONS MADE IN FOREIGN CURRENCIES AND/OR WITH MERCHANTS LOCATED IN FOREIGN COUNTRIES

If you make a transaction in a foreign currency, the payment network will convert it into a U.S. dollar amount. The Mastercard 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. However, we, Mastercard, or our respective service providers may earn money on the currency conversion.

STATEMENTS AND RECEIPTS

We generally will send or make available to you one Statement for your Card Account at the end of each billing cycle. The Statement will show the activity on your Card Account during the billing cycle and will tell you the New Balance, the Payment Due, and the Payment Due Date of your next payment. All Transactions that post to your Card Account after the closing date of your Statement will appear on your next Statement. Please review each Statement carefully. Preservation of your rights under federal law regarding resolution of billing errors depends upon your timely recognition of potential errors, as explained below in the "Your Billing Rights" section of this Charge Card Agreement. Under certain circumstances, the law may not require us to send or make available to you a Statement, or may prohibit us from doing so. If an event of default occurs under this Charge Card Agreement, we may, in our sole discretion, stop sending you Statements if we deem your Card Account uncollectible or if we institute delinquency collection proceedings.

You may obtain receipts to maintain a record of your transactions. You may need a receipt in order to verify a transaction with us or the merchant.

YOUR BILLING RIGHTS: KEEP THIS NOTICE 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 monthly billing Statement, write to us at:

Republic Bank c/o Super.com Card

18 Bartol Street, Unit #159

San Francisco, CA 94133

You may also contact us at finproductssupport@super.com. In your letter, give us the following information:

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

You must contact us:

- Within sixty (60) days after the error appeared on your Statement
- At least three (3) Business Days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

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

What Will Happen After We Receive Your Notice

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

1. Within thirty (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 ninety (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:

- 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 monthly billing statement.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

- **If we made a mistake:** You will not have to pay the amount in question or any 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 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 ten (10) calendar 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 fifty dollars (\$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 Super.com 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 one hundred (100) miles of your current mailing address, and the purchase price must have been more than fifty dollars (\$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.)
2. You must have used your Super.com Card for the purchase. Purchases made with cash advances from an ATM 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 us in writing at:

Republic Bank c/o Super.com Card 18 Bartol Street, Unit #159
San Francisco, CA 94133

You may also contact us at finproductssupport@super.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 by the Payment Due Date, we may declare you in default of this Charge Card Agreement and report you as delinquent to a consumer reporting agency.

CONFIDENTIALITY

We may disclose information to third parties about your Super.com Card or Virtual Card, including your Card Account information showing the transactions you make:

- Where it is necessary for completing transactions;
- To verify the existence and condition of your Super.com Card or Virtual Card for a third party, such as a merchant;
- To comply with government agency or court orders, or other legal reporting requirements;
- If you give us your written permission; or
- As otherwise stated in our Privacy Notice.

SUSPENSION, AMENDMENT, ASSIGNMENT, AND CANCELLATION

We may amend or change the terms and conditions of this Charge Card Agreement at any time without prior notice to you except as required by applicable law. Terms that may be updated include, without limitation, the interest charge, fees, payments, and arbitration provisions. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. Unless prohibited by applicable law, any changes to this Charge Card Agreement will apply to your Super.comCard, Card Account, and any Payment Due on and after the effective date of the change. You may request to cancel this Charge Card Agreement by calling our customer service and returning the Card (if requested) to us. Your termination of this Charge Card Agreement will not affect any of our rights or your obligations arising under this Charge Card Agreement prior to termination.

Notwithstanding anything set forth in this Charge Card Agreement, we reserve the right to limit or cancel your use of the Super.com Card, including limiting your use of the Super.com Card at ATMs and your Virtual Card, with or without cause or notice, other than as required by applicable law. If you or we cancel your Card or Card Account for any reason, we will also close your Super.com Deposit Account.

We will comply with unclaimed property laws and appropriately engage in escheatment activities as required by applicable state law.

You may not sell, transfer or assign your Card Account or any of your obligations under this Charge Card Agreement. We may sell, transfer or assign any or all of our rights and obligations under this Charge Card Agreement, including any Payments Due or receivables associated with your Card Account. The purchaser, transferee, or assignee may enforce the rights they acquire from us in accordance with this Charge Card Agreement.

ENGLISH LANGUAGE CONTROLS. Any translation of this Charge Card 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.

CUSTOMER SERVICE

For customer service or additional information regarding your Card Account, please contact us at: +1 (844) 461-2577 or finproductssupport@super.com.

COMMUNICATIONS, NOTICES OF ERRORS, AND OTHER NOTICES

Delivery of Notices. You agree that we and our service providers may communicate with you by mail, telephone, email, fax, pre-recorded message, automated voice, text message or other means allowed by law regarding your Super.com Card Account. Any legal disclosures, notices and communications and other Super.com Card Account-related correspondence that we mail to you will be sent via U.S. Mail ("mail") to the last mailing address shown in our records for your Super.com Card Account. Notices will be deemed to have been delivered on the day we mailed it to you, or made it available electronically. We are not responsible for items lost in, or not delivered by, mail or e-mail. Some notices may only be available electronically or in paper form. Notice to any owner of your Super.com Card Account is notice to all owners.

Notices You Send Us. Any written notice you give us is effective after we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding an Item, you must give us sufficient information to be able to identify the Item, including the Item number, amount, date and payee.

Telephone Communication. We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must. When you give us your mobile number, we have your permission to contact you at that number about all of your Republic Bank and Super.com Card Accounts. Your consent allows us and our service providers to use text messaging, artificial or prerecorded voice messages, and automatic dialing technology for informational and service calls, but not for telemarketing or sales calls. This communication may include contact from companies working on our behalf to service your Super.com Card Account. Message and data rates may apply. You may change these preferences by calling +1 (844) 461-2577 on Business Days between 8AM and 5PM Eastern Time or emailing finproductssupport@super.com.

Change in Contact Information. We require you to provide an email address, mobile telephone number, and physical street address if your mailing address is a P.O. box. You are responsible for promptly notifying us of any change to any such contact information or your name by calling us at +1 (844) 461-2577 or writing to us at finproductssupport@super.com. In some instances, we may request additional information for verification purposes. Any notice we send to you (either electronically or via mail) will be binding when sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service ("USPS") or if a company in the business of providing correct addresses informs us that the address in our records no longer matches your address. Even if you elected to receive electronic communications from us, there may still be some legal information that we need to send you via the mail.

If you make your email account available to any other individual, you agree that you are responsible for any release of any Card Account information to such individual.

Communications Equipment and Services. You are responsible for obtaining and maintaining all telecommunications, mobile, broadband, computer, hardware, software, equipment and services needed to access and use your Super.com Card Account online view, save and/or print your Super.com Card Account documents online; receive any messages or documents you have consented to receive electronically; and for paying all related charges. We are not required to act on any instruction or message from you provided by fax, SMS/text, or telephone voice mail, message service or answering machine. Whenever this Charge Card Agreement or applicable law requires or allows you to give us written notice, we will not consider SMS/text or fax to be written notice.

Other. We may contact you from time to time regarding your Super.com Card or Virtual Card in any manner we choose to the extent allowed by applicable law. For example, we or our affiliates, agents or contractors may contact you:

1. by mail, telephone, email or text message;
2. by using an automated dialing or similar service ("**autodialer**");
3. at your home and at your place of employment;
4. on your mobile, wireless or cellular telephone or similar device, which may result in charges to you;
5. at any time, including weekends and holidays;
6. with any frequency;
7. by leaving prerecorded and other messages on your answering machine/service and with others; and
8. by identifying ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

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. You agree that we or our affiliates, agents or contractors may contact you at any telephone number you provide to us, including your cell phone number, for any informational, non-telemarketing purpose related to your Super.com Card or Virtual Card. You agree to receive these calls via an automatic telephone dialing system; messages, such as prerecorded or artificial voice messages; or text messages sent via an automated texting system. You understand your service provider may charge you for these calls/messages.

NO WARRANTY REGARDING GOODS AND SERVICES

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

ARBITRATION AGREEMENT

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. IT WILL GOVERN ANY AND ALL CLAIMS AND DISPUTES ARISING IN CONNECTION WITH YOUR CARD ACCOUNT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY SUCH CLAIM OR DISPUTE, NOW OR IN THE FUTURE. FOR EXAMPLE, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF ANY LEGAL DISPUTE BETWEEN YOU AND US REGARDING THE CARD ACCOUNT (EXCEPT A SMALL CLAIM YOU BRING INDIVIDUALLY OR ANY OTHER EXCLUSION SET FORTH BELOW) AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION. HOWEVER, THIS ARBITRATION PROVISION WILL NOT APPLY TO ANY CLAIM THAT IS THE SUBJECT OF A CLASS ACTION FILED IN COURT THAT IS PENDING AS OF THE EFFECTIVE DATE OF THIS ARBITRATION AGREEMENT IN WHICH YOU ARE ALLEGED TO BE A MEMBER OF THE PUTATIVE CLASS. YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AS DESCRIBED BELOW.

Agreement to Arbitrate

This section is referred to as the *Arbitration Agreement*. If you have a dispute with the Bank, Super.com, any subsidiary or affiliate of the Bank or Super.com, or any of their respective employees, officers, directors, agents or service providers (each, an **"Indemnified Party"** and collectively, the **"Indemnified Parties"**), 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, claim, or controversy (collectively, **"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 Charge Card Agreement (including any alleged breach), your Card Account and services provided under this Charge Card Agreement, any advertising, any aspect of the relationship or transactions between us, including any transaction or attempted transaction no matter the method or means, and you are not able to resolve the Claim informally, you and we agree that upon demand by you, the Bank or any other Indemnified Party, the Claim will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this *Arbitration Agreement*. **"Claim"** has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims, and third-party claims. Among other things, it

includes Claims based upon contract, tort, consumer rights, fraud, constitutional law, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief).

Parties Subject to this Arbitration Agreement

This *Arbitration Agreement* applies whenever there is a Claim between you (including your heirs, successors, representatives and beneficiaries) 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 Charge Card Agreement or your Card Account (including any additional, updated, or substitute account for the same accountholder(s)), 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 CHARGE CARD 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 FINPRODUCTSSUPPORT@SUPER.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. 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. In addition, the following will not be the subject of this *Arbitration Agreement*: (a) the exercising of any self-help rights, including set-off; (b) any action in court by that is limited to preventing the other party from using a self-help remedy, so long as it is prosecuted individually, and does not involve a request for damages or monetary relief of any kind; or (c) any other claims where arbitration is prohibited by law. Further, nothing herein shall prevent either you or us from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Your Right to Opt Out

If you do not want this *Arbitration Agreement* to apply to your Card Account, you may opt out by sending us written notice of your decision within 30 days of the opening of your Card Account. Such notice must clearly state that you wish to cancel or opt out of the *Arbitration Agreement* section of this Charge Card Agreement. It should include your name, address, last 4 digits of your Card Number, and your signature and must be emailed to optout@super.com. This is the sole and only method by which you can opt out of this *Arbitration Agreement*. Your exercise of the right to opt-out will not affect any remaining terms of this Charge Card Agreement and will not result in any adverse consequence to you or your Card Account. You agree that our business records will be final and conclusive evidence with respect to whether you canceled or opted out of this *Arbitration Agreement* in a timely and proper fashion.

Prohibition and Waiver 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.

Prohibition and Waiver of Court and Jury Trials

FOR CLAIMS SUBJECT TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US MAY BE MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

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 finproductssupport@super.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 18 Bartol Street, Unit #159, San Francisco, California, 94133 ("**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 sixty (60) calendar days after the Notice is received at the Notice Address, 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 shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Bank or Indemnified Party 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>. 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 Charge Card 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 Charge Card 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 or by Zoom or video/telephonic conference. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for ten thousand dollars (\$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 ten thousand dollars (\$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 seventy-five thousand dollars (\$75,000) or less, at your request, the Bank or other Indemnified Party will pay all Arbitration Fees. If the value of relief sought is more than seventy-five thousand dollars (\$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 or other Indemnified Party 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. You will be responsible for your own attorneys’ fees, except that the arbitrator shall be entitled to award attorneys’ fees and costs to the prevailing party in the arbitration if permitted by applicable law.

Governing Law

This *Arbitration Agreement* involves interstate commerce and shall be interpreted and enforced in accordance with the Federal Arbitration Act (the “**FAA**”) to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. Any Claims and defenses that can be asserted in court can be asserted in the arbitration. The arbitrator may award any remedy provided 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) and injunctive, equitable and declaratory relief. The arbitrator shall follow the law and shall not be entitled to make errors of law. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

Arbitration Result and Right of Appeal

Judgement upon the arbitrator's award may be entered by any court having jurisdiction. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed, provided, however, that either party may appeal to any court with jurisdiction to the extent the arbitrator makes an error of law.

Rules of Interpretation.

This *Arbitration Agreement* shall survive the closing of the Card Account, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this *Arbitration Agreement*, on the one hand, and the applicable arbitration rules or the other provisions of the Charge Card Agreement, on the other hand, this *Arbitration Agreement* shall govern to the extent of the conflict or inconsistency.

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 Charge Card 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 Card Account, you may reject any such change by sending the Bank written notice within thirty (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 Charge Card Agreement (or accepted any subsequent changes to this Charge Card Agreement).

SECURITY AGREEMENT

Security Interest in Your Super.com Deposit Account. You hereby grant to us, as of the date you enter into this Charge Card Agreement, a security interest in all right, title and interest in any Super.com Deposit Account you have with us, and all funds deposited therein, now owned or hereinafter acquired, and all proceeds thereof (collectively, the **"Collateral"**), to secure your performance under this Charge Card Agreement, including your duty to pay us for all obligations you owe us under this Charge Card Agreement, present or hereinafter occurring, when payments are due, for every transaction made with your Super.com Card (**"Security Interest"**).

Our Right to Exercise the Security Interest. You hereby pledge, hypothecate, and assign as security to us, and grant us alien on, all of your right, title, and interest in and to the Collateral for the prompt and complete payment and performance when due of your outstanding Card Balance and the related obligations set forth in this Agreement. You further irrevocably and unconditionally relinquish your possession of and control over the Collateral. You hereby authorize Republic Bank to take any reasonable or necessary action to perfect or protect the Bank's first lien Security Interest in the Collateral. You further agree to 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. The Security Interest will be governed by *Uniform Commercial Code - Article 9* (as adopted by the applicable state law) whether *Article 9* applies by its terms or not. We do not have to give you any prior notice to apply the funds in your Super.com Deposit Account or other Collateral or its proceeds to satisfy your obligations. You expressly agree that our rights under this *Security Agreement* extend to any electronically deposited federal or state benefit payments (including Social Security benefits) to the extent permitted by applicable law. If you do not want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits. You agree to indemnify and hold us harmless from any claim arising as a result of our exercise of our Security Interest.

YOU MAY LOSE FUNDS IN YOUR SUPER.COM DEPOSIT ACCOUNT. If you are in default of any obligation under this Charge Card Agreement, or your Super.com Deposit Account or Card Account is closed for any reason, you hereby authorize us to withdraw funds from your Super.com Deposit Account and apply such amounts to the outstanding Card Balance on your Card Account and any other amounts you owe us under this Agreement, without notice or demand for payment. Our right to apply such amounts to the outstanding Card Balance is in addition to the other rights we have under applicable

law or this Charge Card Agreement. The application of your funds to the Card Balance and any other amounts you owe under this Charge Card Agreement will not affect your obligation to pay us in full. You are responsible for the repayment of all amounts you owe us under this Charge Card Agreement.

Legal Proceedings. You represent that (a) there are no other liens on Collateral; (b) there are no current lawsuits or bankruptcy proceedings that might otherwise affect our Security Interest in the Collateral; and (c) you have not and will not attempt to transfer any interest in the Collateral to any other person or offer the Super.com Deposit Account or any other part of the Collateral as collateral or security for any other obligation. If any person seeks to attach your Super.com Deposit Account, for example by legal garnishment, you agree that we may deem all amounts you owe us, including any unpaid Card Balance, immediately due and payable and apply the funds in your Super.com Deposit Account as payment of those amounts. If we must hire an attorney to defend or enforce our rights under the *Security Agreement*, you will pay our reasonable attorneys' fees and court costs, unless prohibited by applicable law.

The liquidation of any Collateral and application of the proceeds of such Collateral liquidation to your Card will not change your Payment Due. You are responsible for the repayment of any obligation that is not satisfied by the application of Collateral. We may take up to sixty (60) days to return any excess Collateral to you.

If there is no activity with respect to your Super.com Deposit Account or related Collateral for a prescribed period of time (generally five (5) years), the Collateral may be presumed to have been abandoned and will escheat to and become the property of the State of Kentucky or another applicable state. We will notify you if required by law prior to escheating any Collateral held under this Agreement.

If you become a debtor in any proceeding under the United States Bankruptcy Code, you agree that you will recognize us as a perfected secured creditor with respect to the Super.com Deposit Account and that you will declare the Collateral held as a security deposit as exempt property pursuant to the provisions of the United States Bankruptcy Code or applicable State exemption laws.

We may amend the terms and conditions applicable to your Super.com Deposit Account separately from the remainder of this Charge Card Agreement at any time with reasonable written notice to you if required by applicable law.

DEFAULT

Events of Default. We may declare you in default of this Charge Card Agreement if any of the following events of default occur:

1. You fail to make any payment required under the terms of this Charge Card Agreement by the applicable Payment Due Date;

2. You exceed your Credit Limit or Available Credit;
3. You file or become the subject of a bankruptcy or insolvency proceeding;
4. You are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
5. We determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us;
6. You do not comply with any term of this Charge Card Agreement or any other agreement with us;
7. You reside or relocate outside the United States with a non-U.S. mailing address; or
8. We receive a garnishment, attachment or other levy upon your Super.com Deposit Account, or the Super.com Deposit Account is subject to any other legal proceeding.

If we declare that you are in default of this Charge Card Agreement, we may take certain actions with respect to your Card Account. For example, we may take the following actions, without notifying you, unless applicable law requires that we give you notice:

1. Report your default to a consumer reporting agency;
2. Close or suspend Card Account;
3. Reduce your Credit Limit;
4. Demand that you immediately pay the total Payment Due owing on your Card Account;
5. Continue to charge you fees (as set forth in the *Truth in Lending Disclosures*) as long as your Super.com Card Payment Due remains outstanding; and/or
6. File a lawsuit against you or pursue another action that is not prohibited by applicable law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, except as prohibited by applicable law.

Notwithstanding the foregoing, if your Card Account is ninety (90) days past due, is part of a bankruptcy or insolvency proceeding, or is otherwise charged off, the total balance on your Super.com Deposit Account is immediately due and payable, and we may exercise our Security Interest in the Collateral to satisfy all amounts owed to us under this Charge Card Agreement.

DISCLOSURES

California Residents: A married applicant may apply for a separate Card Account. After credit approval, each applicant shall have the right to use the Card Account up to the limit of the Card Account.

California and Utah Residents: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a Consumer Reporting Agency if you fail to fulfill the terms of your credit obligations.

Delaware Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

Massachusetts Residents: Massachusetts General Law prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, sex, gender identity, sexual orientation, marital status, children, national origin, genetic information, ancestry, age, handicap, or because all or part of the applicant's income derives from any public assistance program. The State Agency that administers compliance with the State Law concerning this is: The Massachusetts Commission Against Discrimination, One Ashburton Place, Room 601, Boston, MA 02108-1599 (617) 727-3990.

New York and Vermont Residents: We may obtain your credit reports for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, we will inform you of the names and addresses of any consumer reporting agencies that have furnished the reports. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-800- 342-3736 or <http://www.dfs.ny.gov>.

Ohio Residents: Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers compliance with these laws.

Oregon Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire outstanding balance, at any time.

Washington State Residents: In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from (i) a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven, provided you have notified us of the merchant's delay in posting such credit, or (ii) our failure to post such credit to your account within three (3) working days of our receipt of the credit from the merchant.

Wisconsin Residents: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision. If the credit 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.

Military Lending Act: The Military Lending Act provides protections to Covered Borrowers, as follows:

(1) Military Lending Act Notice: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Services and such member's dependents may not exceed an Annual Percentage Rate ("**APR**") of thirty-six percent (36%). This rate must include, as applicable to the credit transaction or account: (i) the costs associated with credit insurance premiums; (ii) fees for ancillary products sold in connection with the credit transaction; (iii) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (iv) any participation fee charged (other than certain participation fees for a credit card account).

(2) Oral Disclosures: In order to hear these important disclosures related to the Military Lending Act, you may call +1 (866) 602-3983.

(3) Applicability of Binding Arbitration: The Binding Arbitration section of this Charge Card Agreement does not apply to Covered Borrowers.

If you would like more information about whether you are a Covered Borrower, you may contact us at +1 (844) 900-2997.

MISCELLANEOUS

Governing Law. This Charge Card Agreement is made in the Commonwealth of Kentucky, and we extend credit to you from Kentucky. This Charge Card Agreement is governed by the laws of the Commonwealth of Kentucky (without regard to its conflict of laws principles) and by any applicable federal laws.

Severability. If any provision of this Charge Card Agreement is found to be invalid, the remaining provisions will continue to be effective. Notwithstanding any other provision of the Charge Card Agreement, the aggregate amounts charged with respect to any transaction under this Charge Card Agreement, including all related fees or charges deemed to be interest under law, if any, will not exceed the maximum amount permitted by law. If we are deemed to receive as interest an amount that would exceed the maximum amount permitted by law, the receipt of such excess amount will be deemed

a mistake and such excess amount (a) will be canceled automatically or (b) if paid, will be (i) credited against the amounts you owe under this Charge Card Agreement to the extent permitted by law, or (ii) rebated to you to the extent such excess amount cannot under law be credited against the amounts you owe under this Charge Card Agreement.

Waiver. Any delay or failure by us to enforce any provision of this Charge Card Agreement will not be construed as a waiver of such provision.