

CARDMEMBER AGREEMENT —**Self Visa[®] Credit Card****Pricing Schedule**

This Pricing Schedule is part of the Cardmember Agreement. In this Agreement, “Bank,” “we,” “us,” and “our” refer to Sunrise Banks, N.A., the issuer of your Self Visa Credit Card.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	28.24% This APR will vary with the market based on the Prime Rate (See below under the Variable Rate Information)
APR for Balance Transfers	Not Applicable.
APR for Cash Advances	Not Applicable.
Penalty APR and When it Applies	None.
Minimum Interest Charge	None.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing period. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
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 https://www.consumerfinance.gov/learnmore .

Fees

Annual Fee	\$25.00 NOTICE: The annual fee will be assessed before the first billing statement and will reduce the amount of credit you initially have available. If your initial credit limit is \$100, your initial available credit will be only \$75. If your initial credit limit is \$125, your initial available credit will be only \$100. If your initial credit limit is \$150, your initial available credit will be only \$125. You may still reject this plan, provided that you have not yet used the Account or paid a fee after receiving a billing statement. If you do reject the plan, you are not responsible for any fees or charges.
Late Payment	Up to \$25 if your payment is not received within 15 days of the due date (See details in Cardmember Agreement below under late fee)

Returned Payment

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Up to \$20 for each returned payment, regardless of the reason (See details in Cardmember Agreement below under Returned Payment Fee)

Expedited Payment Fee	Expedited Payment Fee: \$3.50 – A \$3.50 fee applies when making a debit card payment with a Customer Service Agent toward your Self Visa[®] Credit Card using the expedited payment option.
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How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).” Your daily balance may include unpaid interest and fees, meaning that interest may be charged on those amounts. See your Cardmember Agreement below for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardmember Agreement below for more details.

Variable Rate Information: The Purchase APR is equal to the Prime Rate plus a margin of 20.74%. As of January 1, 2025 the variable Purchase APR is based on the 7.5% Prime Rate and corresponds to a daily periodic rate of 0.07737%. Purchase APR will not exceed 36.00%.

Governing Law. Except as provided in the “ARBITRATION” section, this Agreement is governed by federal law and the law of South Dakota, without regard to its choice-of-law rules.

Security Agreement: See the enclosed Security Agreement for important information about your Account.

Cardmember Agreement

This Cardmember Agreement (the “Agreement”), which includes the Pricing Schedule, explains the current terms and conditions of your Account.

THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION. UNLESS YOU PROPERLY REJECT THE ARBITRATION

PROVISION, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH US. FOR EXAMPLE, IF WE ELECT TO REQUIRE YOU TO ARBITRATE ANY CLAIM, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION. THE ARBITRATION PROVISION DOES NOT APPLY IF, AS OF THE DATE YOU SUBMIT YOUR APPLICATION OR ON THE DATE WE SEEK TO INVOKE THE ARBITRATION PROVISION, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT.

Please read this Agreement, carefully and keep it for your records. Contact us if you have any questions.

DEFINITIONS

Capitalized terms not otherwise defined in this Agreement have the following meanings: "Account"

means your Self credit card Account.

"Affiliate" means our parent corporations, subsidiaries and affiliates.

"Billing Cycle" means the time interval covered by a billing statement, which is approximately thirty days. "Business Days"

means Monday through Friday, excluding Federal Reserve Bank holidays. "Card" means one or more cards or other devices

(including an Account number) used to access your Account to

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obtain credit.

"New Balance" means the amount due for the Billing Cycle as shown on your billing statement.

"Prime Rate" means the highest U.S. Prime Rate published in The Wall Street Journal Money Rates table on the last business day of each month.

"Purchase" means the use of your Account to purchase or lease goods or services wherever the Card is honored. "Self" means

Self Credit LLC, a Delaware limited liability company.

"You," "your" or "yours" refer to you and any other person(s) who are also contractually liable under this Agreement.

"Transaction Date" means the date shown on your billing statement for a transaction or fee.

ACCEPTANCE OF AGREEMENT

You accept this Agreement, and expressly agree to be bound by the terms, conditions, and disclosures of this Agreement if (i) you use your Card or (ii) you pay a fee, such as the annual fee, after receiving a billing statement. You may accept this Agreement and reject the "Arbitration" section as explained in that section.

You may reject this Agreement by notifying us provided you do not use the Account or pay a fee after receiving a billing statement. If you reject this Agreement, you are not responsible for any fees or charges.

CHANGES TO YOUR AGREEMENT

We may change this Agreement for any reason and at any time, subject to applicable law. This means that we can change rates and fees that apply to your Account. It also means we can add, replace, or remove provisions of this Agreement. If required by law, we will give you advance written notice of the change. If you have the right to reject a change, we'll notify you and tell you how to reject it. If we notify you of a change, we may do so on your billing statement or send you a separate written notice, either of which may be sent electronically if permitted by applicable law. We will not charge any fee or interest charge prohibited by law.

USING YOUR ACCOUNT

Permitted Uses

You may use your Account for Purchases. You may not use it for Cash Advances. We define Cash advances to include cash-like transactions, such as P2P payments, purchases of money orders, foreign currency, wire transfers, or lottery or casino chips. If you make one of these transactions that are not permitted, we may close your Account.

You promise to use your Account only for personal, family, or household purposes. You may not use it for illegal transactions. Purchases can only be made in the United States and related US territories. We may decline any transaction at any time.

Transaction Approvals

We do not guarantee approval of transactions. We may not authorize a transaction for security or other reasons, such as Account default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the transaction. We will not be liable to you if we decline to authorize a transaction or if anyone

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refuses your Card or Account number, even if you have enough available credit on your Account. If we detect unusual or suspicious activity, we may suspend your credit privileges. We also may limit the number of transactions approved in a single day.

Authorized Users

At this time, we only support that you, as the cardholder, be the single user of the Card. We do not support additional authorized users. If you permit any person to use your Card, you will be liable for all transactions made or authorized by that person, including transactions for which you may not have intended to be liable. For example, if you give your Card to someone and they give it to someone else, you are responsible for those charges too.

Credit Limit

We will tell you what your Account credit limit is. However, at Account opening, we will charge your annual fee to your Account, which will reduce your available credit by that amount. You must keep your Account balance below your credit limit. If you do not, we may request immediate payment of the amount by which you exceed it. If you exceed your credit limit, you will still remain liable for all credit you receive. We may delay increasing your available credit by the amount of any payment that we receive for up to 10 Business Days.

Promise to Pay

When you use your Account or let someone else use it, you promise to pay the total amount of the Purchases made, plus all interest, fees, and other amounts that you may owe us. We may limit or close your Account, but the terms of this Agreement will apply until you pay the Account in full.

Automatic Account Information Updates

You may set up automatic billing or store your Account information with a merchant, wallet provider, or other third party ("Permitted Party"). If you do, you authorize us to share your Account information with the Permitted Party, regarding the use of your Account. If your Account information changes, which may include your billing address, you authorize us to provide this updated information to any such Permitted Party at our discretion. You must contact the Permitted Party directly or remove your credit card information from the Permitted Party.

Lost or Stolen Cards, Unauthorized Use

You must notify us immediately if your Card or Account information is lost or stolen, or you believe someone is using your Account or a Card without your permission. You may contact us at 1-877-883-0999 or in writing to Sunrise Banks, N.A. c/o Self 901 E 6TH St Ste 400 Austin, TX, 78702-3206. You agree to assist us in our investigation of the matter. You will not be held liable for the unauthorized use of your Account. "Unauthorized use" means the use of your Card or Account by someone other than you who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

To the extent not covered elsewhere in this agreement, Visa's Zero Liability Policy provides you with protections against certain unauthorized transaction claims for which you notify us, and we limit your liability for such transactions to zero.

FEES

The following fees may apply to your Account. If they do apply, you will find the amount in the Pricing Schedule. You agree to pay any fees that apply.

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Annual Fee

We will charge an annual fee during your first billing cycle after you open your Account and every 12 months thereafter.

Late Fee

If you do not pay the Minimum Payment Due by the fifteenth day following the Payment Due Date, we may charge you a late fee up to \$25. However, your late fee will not exceed the Minimum Payment Due that was due immediately prior to the date on which the fee was assessed.

Returned Payment Fee

If you make a payment that is not honored by your financial institution, we will charge you a returned payment fee, even if the payment is subsequently honored after we re-submit it. The returned payment fee is the lesser of \$20 or the Minimum Payment Due that was due immediately prior to the date on which the payment was returned to us.

Expedited Payment Fee

If you make a payment with a Customer Service Agent toward your account using a debit card, a \$3.50 expedited payment fee will apply. This fee is charged in addition to your payment amount and will not be applied toward your balance.

INTEREST CHARGES

Applicable Rate

See your Pricing Schedule for information about the Annual Percentage Rate (APR) that applies to your Account.

Your Pricing Schedule may include a variable APR. The Variable APR is determined by adding the number of percentage points that we specify in the Pricing Schedule to the Prime Rate. The Variable APR will increase or decrease when the Prime Rate changes. An APR change will take effect on the first day of the billing cycle that begins directly following the month that the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

How We Calculate Interest Charges - Average Daily Balance (Including New Purchases) We calculate

interest charges on your Account as follows:

(1) Interest accrues at a daily rate that is equal to the APR applicable to your Account divided by 365 ("Daily Interest Rate"). We continue to impose interest charges until you pay the total amount you owe us. However, you can avoid paying interest as described below in the section of this Agreement captioned "Grace Period."

(2) We begin to impose interest charges on a transaction from the day it posts to your daily balance. Each day we determine your daily balance by taking the beginning balance of your account, adding any new purchases, fees, and any interest charges that accrued on the previous day's balance (interest compounds daily), then subtracting any payments or credits.

(3) We total all daily balances for the Billing Cycle and divide by the number of days in the Billing Cycle, which results in the Average Daily Balance for that Billing Cycle.

(4) We multiply the Daily Interest Rate by the Average Daily Balance, and multiply that result by the number of days in the Billing Cycle. This is your interest charge for the Billing Cycle.

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Please note: Because fees and accrued interest may be included in your daily balance, interest may be charged on unpaid interest and fees.

You authorize us to round interest charges to the nearest cent. If you have more than one Purchase balance, for example Purchase balances at different APRs, we do this process separately for each balance.

Grace Period

We will not assess interest charges on any new Purchases posted to your Account, provided you have paid your previous month's balance in full (or your previous month's balance was zero or a credit amount). If you paid the "New Balance" on your previous billing statement by the Payment Due Date, as shown on that billing statement, we will not impose interest charges on new Purchases—or any portion of a new Purchase—paid by the Payment Due Date on your current billing statement.

If you do not pay your New Balance in full by the Payment Due Date, you will be charged interest on Purchases from the transaction date, and interest may also accrue on unpaid interest and fees. We continue to impose interest charges until you pay the total amount you owe us in full.

When Interest Charges Begin

We begin to impose interest charges on a transaction from the day it posts to your daily balance. We continue to impose interest charges until you pay the total amount you owe us. You can avoid paying interest on Purchases as described above in the section of this Agreement captioned "Grace Period".

MAKING PAYMENTS

Payment Instructions

- You must pay in U.S. dollars. Sending cash is not allowed. Please do not send cash, checks or money orders. They will be returned, at our discretion, to the return address listed on the payment envelope or the Account address we have on file.
- You may only make electronic payments using either a U.S. bank account or debit card. • We can accept late payments, partial payments or payments marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Agreement.
- We may, in our discretion, refuse to accept payments from commercial or business Accounts. • If a third party makes a payment on your Account and we return all or a part of such payment, then we may adjust your Account for any amount returned. We reserve the right to defend ourselves against any demand to return funds we have received and may agree to a compromise of the demanded amount as part of a settlement.
- We may reject and return any payment that creates or adds to a credit balance on your Account. Any credit balance that 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.

Minimum Payment Due

You must pay each month at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. Your "Minimum Payment Due" equals:

- Any amount past due; plus
- The greater of:
 1. \$26 (or the full balance if less than \$26), or

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1% of your New Balance (excluding interest and fees) plus any interest charges, late fees, and returned payment fees shown on your billing statement for the billing period. 6

The Minimum Payment Due may also include, at our discretion, amounts by which you exceed your Account credit limit. The Minimum Payment Due is never more than the New Balance. The Minimum Payment Due is rounded up to the nearest dollar.

How We Apply Payments

Payments up to the minimum payment will be applied at our discretion, including to lower APR balances first. Subject to any mandatory provisions of applicable law, in most instances, we will allocate any amount over your minimum payment to the highest APR balance first.

OTHER IMPORTANT INFORMATION

Default

You are in default if:

- you fail to make a required payment when due;
- you use an instrument for payment which is dishonored;
- you file bankruptcy or another insolvency proceeding is filed by you or against you;
- you provide us with any false or misleading information;
- we have a reasonable belief that you are unable or unwilling to repay your obligations to us; •
- you die or are legally declared incompetent or incapacitated;
- any other creditor tries by legal process to take money of yours in our possession, including funds in a Security Deposit Account;
- you fail to comply with the terms of this Agreement or any Agreement with us or an affiliate, including exceeding your Account credit limit or using your Card or Account for an illegal transaction.

If you are in default, we may declare the entire balance of your Account immediately due and payable, to the extent allowed by law.

Closing or Suspending Your Account

We may close or suspend your Account if you are in default, or for any reason, or for no reason. We may do this at any time, without notifying you, as allowed by law. We may cancel your current Card and issue you a substitute Card at any time. You also may close your Account at any time by notifying us by telephone or in writing. If we close or suspend your Account, or if you close your Account, you must pay us all amounts you owe on the Account even if they post to your Account after it's closed or suspended.

Closing Secured Accounts

If your Account is a secured Account, you gave us a security interest in a deposit Account. This secures repayment of your Account. If you withdraw your funds from the deposit Account, we will close your Account. If you gave us a security interest in a deposit Account, we may use the deposit amount to pay any amount you owe.

Collection Costs

If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Privacy Policy

We send you our Privacy Policy when you open your Account. Contact us at Sunrise Banks, N.A. c/o Self 901 E 6TH St Ste 400 Austin, TX, 78702-3206 if you would like a copy. Please read it carefully. It summarizes:

- the personal information we collect;
- how we safeguard its confidentiality and security;
- when it may be shared with others; and
- how you can limit our sharing of this information.

Communications Consent

You agree that your telephone communications with us or any of our representatives, Affiliates or service providers may be monitored, recorded and retained by any of them. You expressly consent and authorize us, our representatives, Affiliates, agents and service providers to contact you at any telephone number you provide to us, in the application or otherwise, now or in the future, or any number you have previously provided to us, or any of our representatives, affiliates or service providers, using an auto dialer, pre-recorded messages, artificial voice, or text messages, in order to perform Account authentication and to provide alerts and other information regarding your current or future applications and Accounts for all products you have or may have with us. Message and data rates may apply. You also expressly consent to the Bank, or any of its representatives, Affiliates or service providers sending email messages regarding your Account to your email address, including emails delivered to a cell phone or mobile device. You agree that you will accept calls at your home, place of business or on a mobile telephone regarding the Account. You understand that calls may be automatically dialed and a message played; you understand and agree that these calls and messages may be read or listened to by anyone with access to your telephone or email Account, and that such calls are not "unsolicited calls" for purposes of any state or federal law, and you expressly consent to receive such calls and messages. You agree that we are not liable for any resulting breach of privacy or for any charges or costs you incur in connection with text messaging, emails or other communication that we or any of our representatives, affiliates or service providers may send you. You agree that this authorization constitutes a bargained for exchange. To the extent you have the right under applicable law to revoke this authorization, you agree you may do so by writing to us at Sunrise Banks, N.A. c/o Self 901 E 6TH St Ste 400 Austin, TX, 78702-3206. Please include: your name, mailing address, the last four digits of your Account number and the specific cellphone number(s) for which you would like to revoke your authorization.

Credit Reporting Agency Information

You agree that we may, from time to time, obtain credit reports about you, and obtain information about you from other sources including information to verify and re-verify your employment and income. You further agree that we may use such information for any purposes (for example, marketing to you or evaluating you for a new Account), subject to applicable law. Upon your request, we will tell you the name and address of each consumer reporting agency from which we obtained a consumer report relating to you. We may report the status and payment history of your Account to credit reporting agencies and other creditors. We normally report to credit reporting agencies each month. If you believe that the information we reported is inaccurate or incomplete, please write to Sunrise Banks, N.A. c/o Self, 901 E 6TH St Ste 400 Austin, TX, 78702-3206 Please include your name, address, phone number and Account number. When you write to us, tell us the specific information you believe is incorrect.

Severability

If any part of this Agreement is found to be invalid, the rest of it will still remain in effect. However, if the waiver of class actions in the "ARBITRATION" section is invalidated in any proceeding in which you and we are involved, then the entire "ARBITRATION" section will be void with respect to that proceeding.

Enforcing this Agreement

We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.

Assignment of Account

We may sell, assign or transfer your Account or any portion of it without notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent.

MILITARY BORROWERS

Statement of Military Annual Percentage Rate (MAPR)

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an Annual Percentage Rate of 36 percent. This rate must include, as applicable to the credit transaction or Account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or Accounts); and (4) any participation fee charged (other than certain participation fees for a credit card Account).

Oral Disclosures

Before agreeing to this Agreement, in order to hear important disclosures and payment information about this Agreement, or whether this section applies to you, please call 1-877-883-0999 anytime 24/7.

CONTACT US

Contact us at the Customer Service address or phone number shown on the billing statement. When writing, please include your name, address, phone number and Account number. You must contact us within 15 days after changing your email address, mailing address or phone number.

STATE DISCLOSURES:

(1) MARRIED WISCONSIN RESIDENTS: You agree that no provision of any marital property agreement, unilateral statement under the Wisconsin Marital Property Law or court decree will adversely affect our interests unless, prior to the time credit is granted, we are given a copy of the agreement, statement, or decree or we have actual knowledge of the adverse provision. **(2) CALIFORNIA RESIDENTS:** An applicant, if married, may apply for a separate Account. Applicants: (1) may, after credit approval, use the credit card Account up to its credit limit; (2) may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. **(3) OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **(4) NEW YORK RESIDENTS:** 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. NY State Dept of Financial Services: 1-800-342-3736 or visiting [https:// www.dfs.ny.gov/consumers/banking_money](https://www.dfs.ny.gov/consumers/banking_money) **(5) NEW YORK, RHODE ISLAND 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, you will be informed if such a report was ordered. If so, you will be given the name and address of the

consumer reporting agency furnishing the report. If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application. **(6) DELAWARE AND 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. **(7) UTAH RESIDENTS:** As required by Utah law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

ARBITRATION AGREEMENT & CLASS ACTION WAIVER

EXCEPT AS OTHERWISE PROVIDED BELOW, ALL DISPUTES WILL BE DECIDED BY BINDING & FINAL ARBITRATION. THIS AGREEMENT ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. THIS

AGREEMENT IS EFFECTIVE AS WHEN YOU OPENED YOUR CARD ACCOUNT OR WHEN IT THIS AGREEMENT WAS PROVIDED TO YOU, WHICHEVER OCCURS FIRST.

This Arbitration Agreement does not apply if, on the date you submit your Application or on the date we seek to invoke the Arbitration Agreement, you are a member of the Armed Forces or a dependent of such a member covered by the federal Military Lending Act, 10 USC § 987 and its implementing regulations, 32 CFR § 232.1, et sec. If you would like more information about whether you are covered by the Military Lending Act, please contact us at 1-877-883-0999.

Agreement to Arbitrate. Any dispute, claim, or controversy between you and us, including any that arises out of or relates to your card or account, ("Claim"), regardless of when it arose, shall be resolved by binding arbitration, except as expressly provided in the "Right to Elect Small Claims Court" section below.

JURY TRIAL WAIVER: YOU AND WE HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL OR STATUTORY RIGHT TO SUE IN COURT AND TO HAVE A TRIAL IN FRONT OF A JUDGE OR JURY, EXCEPT FOR CLAIMS PROPERLY BROUGHT IN SMALL CLAIMS COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED.

CLASS ACTION WAIVER: YOU AND WE AGREE, EXCEPT AS PROVIDED IN THE "BATCH ARBITRATION" SECTION OF THIS ARBITRATION AGREEMENT, THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT ON A CLASS, REPRESENTATIVE OR COLLECTIVE BASIS.

Definitions: As used in the Arbitration Agreement, the terms "we" and "us" shall for all purposes mean Sunrise Banks, N.A. and Self Credit LLC, and our respective wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all our agents, employees, directors, and representatives. "We" or "us" shall also include any third-party co-defendant of a claim subject to this Arbitration Agreement, and any of their agents, employees, directors, and representatives.

Informal Dispute Resolution. Before instituting a small claims lawsuit or arbitration of a Claim, you and we agree to give the other party written notice reasonably describing the factual basis for the Claim and the amount of damages or other relief sought (the "Notice"). Any Notice from you must be mailed to us at Sunrise Banks, N.A. c/o Self, 901 East 6th Street, Suite 400, Austin, TX 78702-3206 (or such other address as we shall subsequently provide to you) or may be emailed to: legal@self.inc (the "Bank Address"). The Notice should include the account or loan number, and the email address and phone number at which the complaining party (or their attorney) may be

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contacted. We will mail any Notice to the address we have for you or send an email to the email address we have for you ("Your Address"). The Bank Address and Your Address are each referred to herein as a Notice Address.

After a Notice is sent, the parties shall give each other a reasonable opportunity over the next 30 business days ("Notice Period") to resolve the Claim on an individual basis. During the Notice Period, the Parties agree that they will meet telephonically or via video conference to attempt resolve the Claim in good faith before a small claims lawsuit or arbitration will be filed (the "Conference"). The Conference shall be individualized for each customer initiating a Claim. Participating in the Conference and attempting to resolve the Claim in good faith during the Notice Period are requirements that must be completed before filing a small claims lawsuit or arbitration demand (the "Conditions Precedent"). Any applicable statute of limitations shall be tolled as of the date the Notice is received and shall remain tolled for a period of 120 days (the "Tolling Period").

Right to Elect Small Claims Court. During the Notice Period, either you or we may elect to have the Claim resolved in small claims court by sending a written notification to the other party. If to you, we will send a notice to Your Address, and if to us, notice should be sent by you to the Bank Address. If either of us elects small claims court, and we are unable to resolve the Claim during the Notice Period, you or we may file the Claim only in small claims court in the county or municipality where you reside. If no party elects small claims court during the Notice Period, and if we are unable to resolve the dispute during the Notice Period, you or we may thereafter file a Demand for Arbitration or, alternatively, file a Claim in small claims court in the county or municipality where you reside, so long as such court has jurisdiction over the Claim.

Once a Demand for Arbitration has been filed, either party has a period of thirty (30) days after receipt of such Demand for

Arbitration to elect small claims court by notifying the other party in writing at their respective Notice Address. Upon written notice of a party's election of small claims court, the American Arbitration Association ("AAA") shall administratively close the arbitration case, and the filing party shall have the longer of (a) 90 days; or (b) the remainder of the applicable statute of limitations period, to file their Claim in small claims court, so long as such Claim was not already barred by the applicable statute of limitation. Nothing in this Arbitration Agreement should be read to extend any applicable statute of limitations if it has already expired as of the date the Notice was received, and the parties may assert such statute of limitations defense against any Claim.

If a Claim is filed in small claims court and then removed, appealed or transferred from small claims court (or its equivalent) to another court, it shall be subject to arbitration at the written election of either you or us to the respective Notice Address within 30 business days of written notification of the removal, appeal or transfer. You or we may also demand arbitration if the small claims (or equivalent) case attempts to include any class or representative claims.

Initiation of Arbitration. Any Claim not resolved during the Notice Period (and not subject to a small claims court election) must be resolved FINALLY and EXCLUSIVELY by binding arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "Rules"). For a copy of the Rules or to file a Claim, you may contact the AAA at 1-800-778-7879, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043; website at www.adr.org/consumer. If you file an arbitration without the assistance of counsel, we will pay all filing, administration and arbitrator fees imposed by the AAA. If you are represented by counsel, your responsibility to pay any AAA fees shall be determined by the AAA in accordance with the Rules.

Location of Arbitration/Exchange of Information/Confidentiality of Documents and Materials. Unless you and we agree otherwise, or the Batch Arbitration process below is applicable, the arbitration will be conducted in the county where you reside. Subject to the Rules, the arbitrator may order a limited and reasonable exchange of information between the parties. You and we agree that all materials and documents marked confidential by the producing party shall be kept confidential by the receiving party and used only for purposes of the arbitration, unless otherwise ordered by the arbitrator.

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Arbitrator's Appointment. In accordance with the Rules, the AAA will appoint an arbitrator, who will be either a retired judge or attorney who has been licensed in the state of your residence for 10+ years. If the Batch Arbitration Provision below applies, the AAA will appoint an arbitrator for each batch.

The Federal Arbitration Act: This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA") shall govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceeding hereunder.

Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Claim, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following, **which may only be decided by a court of competent jurisdiction and not by an arbitrator:** (1) all Claims relating to the Class Action Waiver, including that it is unenforceable or has been breached, and (2) all Claims about whether either party has provided a Notice or participated in good faith in the Conference prior to initiating arbitration or a small claims case.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party bringing such Claim and only to the extent necessary to provide relief warranted by that party's individual claim. Should you or we prevail on a Claim in arbitration for which public injunctive relief is sought, the entitlement to and scope of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. Any litigation seeking public injunctive relief shall be stayed pending the outcome on the merits of any individual Claim or batch of Claims (pursuant to the Batch Arbitration Provision) in arbitration. Prior to issuing any injunctive relief, a court of competent jurisdiction shall independently review the factual findings of the arbitration award, giving no deference to the findings of the arbitrator.

Except as otherwise expressly provided in this Arbitration Agreement, the arbitrator shall have the authority to award all remedies under applicable law, including, for example, compensatory, statutory and punitive damages (under the same standards that would apply in court), and attorneys' fees and costs. The arbitrator shall apply applicable substantive law consistent with the FAA and shall honor claims of privilege recognized at law. The parties further agree that the arbitrator shall apply all applicable statutes of limitation in any arbitration in the same manner those statutes of limitation would apply in an applicable court of competent jurisdiction.

The arbitrator shall have the authority to grant motions dispositive of all or part of any Claim. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. Except as expressly provided in this Arbitration Agreement, the award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

Batch Arbitrations. You and we agree that in the event that there are twenty-five or more individual arbitration demands of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period, AAA shall apply its Mass Arbitration Supplementary Rules, as may be amended from time to time.

In the event there are one hundred or more individual arbitration demands of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period, AAA shall (1) administer the arbitration demands in batches of 100 cases per batch (plus, a final batch for any remaining cases); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration"). Each batch shall proceed concurrently.

All parties agree that arbitration demands are of a "substantially similar nature" if they arise out of or relate to similar factual scenarios, raise similar legal issues and seek similar relief. To the extent the parties disagree on the

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application of the Batch Arbitration process, the parties shall advise AAA, and the AAA shall appoint a separate arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). We will pay the Administrative Arbitrator's fees. You and we agree to cooperate in good faith with the AAA to implement the Batch Arbitration process, as well as any steps to minimize the duration and costs of arbitration. This Batch Arbitration Provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this Batch Arbitration Provision.

Attorneys' Fees and Costs. Should any arbitrator find that the substance of any Claim or the relief sought in any Demand for Arbitration was frivolous, not pursued in good faith, or was brought for an improper purpose (in accordance with Federal Rule of Civil Procedure 11(b) or any similar analogue under controlling law), then the arbitrator has the discretion to require party who brought the Claim to pay some or all of the AAA fees and costs, the opposing party's attorneys' fees, or other costs in arbitration, unless such an award would invalidate this Arbitration Agreement. If a party files a Claim in court (not small claims) and refuses to abide by this Arbitration Agreement, the other party shall have the right to collect from the filing party its reasonable attorneys' fees and costs incurred in obtaining a court order compelling the Claim to arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including serving the Notice and participating in the Dispute Conference, is entitled to recover their reasonable attorneys' fees and costs incurred in connection with such action.

Limited Appeal Right. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, if the amount of any award exceeds \$100,000, inclusive of costs and attorneys' fees, or involves a request for injunctive or declaratory relief that could involve a cost or benefit to any party exceeding \$100,000, any party can appeal that award to a three-arbitrator panel administered by the AAA, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have 30 days from the date of entry of the written arbitration award to notify the AAA that it is exercising the right of appeal. The appeal shall be filed with the AAA, with a copy to the other party. The AAA will appoint a three-arbitrator panel which will conduct an arbitration pursuant to the Rules and issue a decision within 120 days of the date of the appeal. The decision of the panel shall be by majority vote and shall be final and binding. Any reference in this Arbitration Agreement to the "arbitrator" shall mean the panel if an award has been appealed under the section.

Right to Reject Arbitration. You may reject the Arbitration Agreement but only if we receive from you a written notice of rejection within 30 days of your receipt of the Card after your Account is opened. You must mail the notice of rejection by Certified Mail, Return Receipt Requested to us at Sunrise Banks, N.A. c/o Self, 901 East 6th Street, Suite 400, Austin, TX 78702-3206, ATTN: Compliance. Your rejection notice must include your name, address, phone number, Account number, personal signature, and a statement that you wish to reject this Arbitration Agreement. No one else may sign the rejection notice for you. Your rejection notice also must not be sent with any other correspondence. If there is a dispute about whether you timely opted out, you will need to produce your certified mail receipt. Rejection of arbitration will not affect your other rights or responsibilities under this Cardmember Agreement. If you reject arbitration, neither you nor we will be subject to the arbitration provisions for this Account. Rejection of arbitration for this Account will not constitute rejection of any prior or future arbitration agreement between you and us.

Modification. Notwithstanding any provision in the Cardmember Agreement to the contrary, we agree that we will notify you in

writing if we make any material change to this Arbitration Agreement ("Change Notification"). Unless you reject such change within 30 days of the Change Notification by writing to us at the address set forth in the "Right to Reject Arbitration" section of this Arbitration Agreement, your continued use of your card or account, following the effective date of any such changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of the Cardmember Agreement and did not timely reject it. If you reject any change to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate any Claims you may have against us, the provisions of the Arbitration Agreement as of the date you first

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accepted the Arbitration Agreement (or accepted any subsequent changes to the Arbitration Agreement) remain in full force and effect. We will continue to honor any valid and timely rejections of the Arbitration Agreement.

Survival of this Provision. This Arbitration Agreement shall survive:

- closing of your Account;
- voluntary payment of your Account or any part of it;
- any legal proceedings to collect money you owe;
- any bankruptcy by you; and
- any sale by us of your Account.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice contains important information regarding 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: Sunrise Banks, N.A. c/o Self, 901 East 6th Street, Austin, TX 78702-3206.

In your letter, please give us the following information:

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

You must contact us:

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

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

What Will Happen After We Receive Your Letter

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

1. Within 30 days of receiving your written notice, we must tell you that we received it. We will also tell you if we have

already corrected the error.

2. Within 90 days of receiving your written notice, we must either correct the error or explain to you why we believe the statement 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 continue to appear on your statement, and we may continue to charge you interest on that amount. If we determine that we made a mistake, you will not have to pay the amount in question or any interest or fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance. •
We can apply any unpaid amount against your credit limit.

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

- **If we find 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.
- **If we do not find that we made a mistake**, you will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date that 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, and you write to us within 10 days telling us that you still refuse to pay, 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 questioned amount, even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
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:* Sunrise Banks, N.A. c/o Self, 901 East 6th Street, Suite 400, Austin, TX 78702-3206.

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.

Security Agreement

This is the Security Agreement for your Account. This Security Agreement includes an authorization to debit your certificate of

deposit upon the closure, default, or full repayment of a Credit Builder Account or if funded with collateral from the security deposit, you authorize us to withdraw Collateral from the Security Account and apply to the Account upon closure or default.

1. Security; Security Deposit Account

In consideration of and as a condition to our opening the Account for you and for other good and valuable consideration, you are providing or otherwise arranging for certain of your funds ("Funds") to serve as security for your Account. As described in Section 1.a. Below, the CD that is established in connection with your Credit Builder Account may serve as security for your Account. To the extent that the CD does not serve as security for your Credit Builder Account, you authorize us to open a deposit Account at the Bank in your name and under our exclusive control (the "Security Deposit Account"), which will serve as security for your Account. You grant us a security

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interest in the Security Deposit Account, which will include any and all future additions to the Security Deposit Account. No portion of the Security Deposit Account may be used to secure other loans. The minimum amount required to be deposited in the Security Deposit Account is the secured amount of your Account credit limit, but will not be less than \$100. You may make a transfer to the Security Deposit Account solely for purposes of funding your required security deposit. The Security Deposit Account will be solely owned by you. Funds in the Security Deposit Account at Bank are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum allowable limits. For more detailed information on FDIC coverage, contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342), (TDD: 1-800-925-4618) or visit www.fdic.gov.

a. If you have a Credit Builder Account. If you currently have a Credit Builder Account (managed by Self) with us or another bank, then (1) you agree that the certificate of deposit ("CD") that has been established in connection with your Credit Builder Account constitutes Funds that serve as security for your Account; (2) you grant us a security interest in the CD; (3) you agree that we have the sole and absolute right and authority to direct the disposition of the Funds held in the CD without your further consent or agreement (subject to any prior lien of the bank holding the CD), (4) you authorize and direct us to initiate ACH transactions or other transfers from the CD, as set forth below, to the extent the CD is held by a bank other than us (each, an "Issuing Bank"); and (5) you authorize and direct the Issuing Bank to comply with such authorization and direction. Upon closure, default, or full repayment of your Credit Builder Account, you authorize and direct us to, on your behalf, cause the transfer from the CD to the Security Deposit Account, of an amount equal to your secured credit limit (at the time of the transfer) for your Account (or the full amount of the funds remaining from your CD, if less than your credit limit) and you authorize and direct the financial institution holding the CD to comply with such direction. Accordingly, if the CD is held at an Issuing Bank, you hereby authorize us to initiate an ACH debit transaction to transfer the entire balance of the Funds held in the CD to the Security Deposit Account, at a time no later than 90 days following the closure, default, or full repayment of your Credit Builder Account (the "Authorization"). You may cancel your Authorization at any time by contacting us Sunrise Banks, N.A. c/o Self 901 East 6th Street, Austin, TX 78702-3206 or at 1-877-883-0999. The cancellation will take effect once we have had a reasonable amount of time to process and act on your notice to us. If you cancel your Authorization, we may arrange with the Issuing Bank to receive the Funds from the Issuing Bank by wire transfer, a check, or another method that is not an ACH. Once Funds have been transferred from the CD to your Security Deposit Account, those Funds will continue to serve as security for your Account. We may choose, in our discretion, not to perfect our security interest in a CD held at another bank.

b. If you do not have a Credit Builder Account:

If you do not have a Credit Builder Account, you must provide a security deposit of at least one hundred (\$100) U.S. dollars from a U.S. deposit Account ("Funds") (ACH/Debit Card) to secure the obligations to us that you incur in connection with your Account ("Obligations"). All Funds will be held in a Security Deposit Account. We will maintain separate records of your Security Deposit Account. We may allow you to add additional Funds to the Security Deposit Account in order to grant an increase of your credit limit. You may not withdraw Funds from the Security Deposit Account unless your Account is closed and paid to a \$0 balance. Your Account will not be opened until your Security Deposit Account has been funded. Once Funds have been transferred to your Security Deposit Account, those Funds will continue to serve as security for your Account.

2. Withdrawals

You will not be permitted to make withdrawals from the Security Deposit Account (See Section 9 below for terms and conditions regarding return of the Funds and closure of your Account.) We will have the right to withdraw your funds from the Security Deposit Account as permitted under Sections 8 and 9 below.

3. Additional Funds

Other than depositing Funds to secure your Account, to the extent your Account is not otherwise secured by a CD, you will not be permitted to make deposits to the Security Deposit Account.

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4. Security Deposit Account Statements

You will get a monthly Security Deposit Account statement as part of your Account statement. **5.**

Electronic Fund Transfers to or from your Security Deposit Account

Your Security Deposit Account may be funded pursuant to Section 1.a with an electronic fund transfer ("Transfer"). If we do not complete a Transfer to your Security Deposit Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, we will not be liable if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. In case of errors or questions about your funding Transfers call us at 1-877-883-0999 or write us Sunrise Banks, N.A. c/o Self, 901 East 6th Street, Suite 400, Austin, TX 78702-3206 as soon as you can, if you think your statement is wrong or if you need more information about a funding Transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and Account number. (2) Describe the error or the Transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Security Deposit Account within 10 Business Days for the amount you think is in error (if applicable), during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Security Deposit Account (if applicable). For errors involving a new Security Deposit Account, we may take up to 90 days to investigate your complaint or question. For a new Security Deposit Account, we may take up to 20 Business Days to credit your Security Deposit Account (if applicable) for the amount you think is in error. We will tell you the results within three Business Days after completing our investigation.

6. Pledge and Grant of Security Interest

You understand that granting us a security interest in the Security Deposit Account (or the CD, to the extent that funds in the CD constitute the Funds that serve as security for your Account) is a necessary condition for opening your Account. Your Account will not be opened until you have either provided us a security interest in the CD or funded the Security Deposit Account. As security for the prompt payment and performance of all your obligations to us arising pursuant to the Account ("Obligations"), you hereby grant a security interest to us in all of your right, title, and interest in the Security Deposit Account, the CD (if any), and any and all Funds, including all proceeds of and additions to the Security Deposit Account, the CD, and the Funds. We may increase or decrease your Account credit limit and no such action shall change the fact that the Security Deposit Account, the CD (if any), and the Funds, are held by us as security for the Obligations. You represent that there are no current lawsuits or bankruptcy proceedings that might affect our interest in the Security Deposit Account, the CD, or the Funds. You have not and will not attempt to transfer or offer any interest in the Security Deposit Account or the Funds to any person other than us. You and we acknowledge that subject to our possession of and security interest in the Security Deposit Account and the Funds, you retain beneficial ownership of the Security Deposit Account and the Funds held at the Bank for FDIC insurance purposes.

7. Interest on Funds

No interest will be paid on the Funds. If we do pay interest on Funds in the Security Deposit Account in the future, we will add it to the Security Deposit Account.

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8. Application of Funds to the Account

If you are in default under the Cardmember Agreement or the Account is closed for any reason, you authorize us at any time(s) to withdraw all or any portion of the Funds from the Security Deposit Account or the CD and apply them to reduce your Obligations. Any such application of Funds will not constitute any part of the Minimum Payment Due under the Cardmember Agreement. You will continue to be responsible for making payments as required under the Cardmember Agreement and for repaying any outstanding Obligations. Our rights under this Security Agreement are in addition to any others we have under applicable law. We may make settlements or compromises on the Security Deposit Account, transfer the Security Deposit Account to our name, or exercise ownership rights on the Security Deposit Account. We are not required to notify you of any of the above.

9. Return of Funds

If we determine that you qualify for return of any Funds from the Security Deposit Account, we will return these Funds to you by a method we deem sufficient. If your Account is closed, we will return any excess Funds that remain in the Security Deposit Account after repayment of all Obligations. We generally return these excess Funds within ten days after the end of the second billing cycle following the time that Funds are initially applied to reduce your Obligations. If we mail a check to you, we will mail it to your mailing address on file with us for the Security Deposit Account. In the event of your death, we will not release Funds on deposit unless all Obligations have been repaid and all legal documents we require are delivered to us.

10. Confidentiality

We will disclose information to third parties about your Security Deposit Account or any transfers you make: (a) where it is necessary for completing a transfer, or (b) in order to verify the existence and condition of your Security Deposit Account for a third party, or (c) in order to comply with government agency or court orders, or (d) if you give us your written permission, or (e) as permitted by the privacy notice we have provided to you.

11. Legal Proceedings

We may comply with any writ of attachment, adverse claim, garnishment, tax levy, restraining order, subpoena, warrant, or other legal proceeding involving your Security Deposit Account which we believe to be valid. If your Account, your Security Deposit Account, or your Funds become involved or are likely to become involved in a legal proceeding, you understand that the entire balance of your Funds in the Security Deposit Account may be restricted until the matter has been resolved. Such proceedings are subject to our security interest. We shall be entitled to rely upon the representations, warranties, and statements made in such legal proceedings. You agree to hold harmless and indemnify us for any losses, expenses and costs, including reasonable attorneys' fees, incurred by us as a result of complying with such legal proceedings. In addition to the events of default set forth in the Cardmember Agreement, you will be in default under the Cardmember Agreement if we are served or become involved with a legal proceeding regarding the Funds or Security Deposit Account.

12. Miscellaneous

This Security Agreement and our security interest and rights as pledge hereunder are governed by South Dakota law. We may, in our sole discretion, assign the Security Deposit Account and our rights and obligations under this Security Agreement. If we use an attorney to defend or enforce our rights under this Security Agreement or to perform any legal services in connection with this Security Agreement, we may charge you our legal costs as permitted by law. This Security Agreement is part of the Cardmember Agreement. The other terms of the Cardmember Agreement apply to this Security Agreement, and any disputes regarding the terms of this Security Agreement are subject to Arbitration as set forth in the Cardmember Agreement. The terms of this Security Agreement shall survive and continue to apply to the Security Deposit Account following closure of the Account or the Security Deposit Account, and shall be binding on you even if you cancel your Account or do not accept the

