

## Nibbles Consumer Credit Card Agreement

There are two parts to this Credit Card Agreement (the “Agreement”): **Rates and Fees Table** and **Consumer Card Agreement**. The **Rates and Fees Table** shows the rates and fees for your credit card. The Agreement contains important information related to your credit card issued by Lead Bank (“Bank”, “we”, “us”, or “our”). Bank has agreed to lend you money as described in this Agreement, and you agree to pay us back together with interest charges and fees. Your use or activation of the Card and any transaction using the Card or Account indicates your acceptance of the terms of this Agreement. If any fee in the Rates and Fee Table is marked “none,” the section of this Agreement that relates to that fee does not apply.

| Interest Rate and Fees Table                                       |                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest Rates and Interest Charges                                |                                                                                                                                                                                                                                                                                                                                              |
| Annual Percentage Rate (APR) for Purchases                         | <b>US Prime + 17.74%.</b><br><br>This APR will vary with the market based on the U.S. Prime Rate. See “How Do You Calculate Variable Rates?” below.                                                                                                                                                                                          |
| Penalty APR and When it Applies                                    | <b>29.99%.</b><br><br>This APR may be charged if you:<br>1) Make a late payment;<br>2) Make a payment that is returned; or<br>3) Miss a payment.<br><br><b>How Long Will the Penalty APR Apply?:</b> If your APR is increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due. |
| How to Avoid Paying Interest                                       | Your due date is at least 21 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.                                                                                                                                                         |
| Minimum Interest Charge                                            | If you are charged interest, the charge will be no less than \$.50.                                                                                                                                                                                                                                                                          |
| 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: <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>                                                                                          |
| Fees                                                               |                                                                                                                                                                                                                                                                                                                                              |
| Annual Fee                                                         | None                                                                                                                                                                                                                                                                                                                                         |
| Expedited Card Replacement Fee                                     | <b>\$30</b> , for replacement of physical card via expedited delivery; No fee for replacement of expired card or standard delivery.                                                                                                                                                                                                          |
| Authorized User Fee                                                | <b>\$49</b> assessed annually                                                                                                                                                                                                                                                                                                                |
| Transaction Fees                                                   |                                                                                                                                                                                                                                                                                                                                              |
| • Foreign Transaction Fee                                          | None.                                                                                                                                                                                                                                                                                                                                        |
| Penalty Fees                                                       |                                                                                                                                                                                                                                                                                                                                              |
| • Late Payment                                                     | Up to <b>\$40</b> for any billing cycle when you do not pay the minimum payment by the due date. Late fee will never exceed Minimum Payment Due.                                                                                                                                                                                             |

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|------------------------------------------------------------------|--------------------|
| <ul style="list-style-type: none"> <li>Return Payment</li> </ul> | Up to <b>\$40.</b> |
|                                                                  |                    |

**How We Will Calculate Balances:** We use a method called “daily balance” (including new transactions). See *How Do You Calculate the Interest Charge?* below for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights are included in this Agreement. See *Your Billing Rights* section for full details.

**Can You Change My Account Terms?** We can change the terms of your credit card account as permitted by law. These changes may apply to existing and future balances. When required by law, we will send you notice before doing so. For further information, please see the *Consumer Card Agreement*, below.

**How Do You Calculate Variable Rates?** Variable APRs disclosed above are determined by adding a percentage margin to the U.S. Prime Rate. We use the highest U.S. Prime Rate published in the Money Rates column of *The Wall Street Journal* on the 25<sup>th</sup> day of each month. If *The Wall Street Journal* is not published on the 25<sup>th</sup> day of the month, we will use the U.S. Prime Rate from the previous day it was published. The APR may increase or decrease if the U.S. Prime Rate changes. An increase or decrease in the APR may increase or decrease the total amount of interest you pay. It may also increase or decrease the Minimum Payment due. If the U.S. Prime Rate changes, your new rate will take effect on your next billing cycle. If *The Wall Street Journal* stops publishing the U.S. Prime Rate, we will select a similar reference rate.

The APR will equal: The U.S. Prime Rate plus a margin of 17.74%.

**What Are The Daily Periodic Rates Used To Calculate My Interest?** The “Daily Periodic Rate” is the APR divided by the number of days in the year, rounded to one ten-thousandth of a percentage point.

**How Can I Avoid Paying Interest Charges?** If the entire balance you owe us is paid in full as of the statement due date, we will not charge interest on purchases. If you have been paying your Account in full without interest charges but fail to pay your next statement balance in full, we will charge interest on the entire unpaid balance.

**How Is The Interest Charge Applied?** Interest charges accrue from the date the transaction is processed. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire “New Balance” one month but did not do so for the previous month. Unpaid interest charges are added to the purchase transaction of your Account. However, we reserve the right to waive interest charges at any time.

**Minimum Payment:** Your “Minimum Payment Due” is equal to the annual fee, if due, plus THE GREATER OF: (a) \$40 (or your “New Balance” as shown on your statement, if your New Balance is less than \$40) AND (b) the sum of: (i) 2.5% of the New Balance, (ii) any past due amounts, and (iii) the amount in excess of the Credit Limit for your Account shown in the Account Summary section of your billing statement, or as otherwise shown in your billing statement. The “New Balance” shown on your billing statement includes “Fees Charged” and “Interest Charged”.

**How Do You Calculate The Interest Charge?** We use a method called Daily Balance (including new transactions). We figure the interest charge on your account by applying the periodic rate to the “daily balance” of your account for each day in the billing cycle. To get the “daily balance” we take the beginning balance of your account each day, add any new purchases and fees, and subtract any payments or credits. This gives us the daily balance. We may assess a minimum interest charge of \$.50 for each billing cycle if the total calculated interest charge is greater than \$0 but less than \$.50.

**Penalty Fees:** A single violation of each type will not exceed \$30. However, if another violation of the same type occurs within six monthly billing cycles, we will charge up to the maximum fee in the table above.

**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 Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any

participation fee charged (other than certain participation fees for a credit card account). To receive this information and a description of your payment obligation, please call (877) 558-1786.

**Covered Military Borrowers:** If you are a Covered Borrower, as defined under the Military Lending Act, 10 U.S.C. § 987, as amended, (the “MLA”): (i) the ARBITRATION PROVISIONS of this credit card agreement, (ii) any waiver of your right to legal recourse under any state or federal law, and (iii) any other provision in this credit card agreement that is not enforceable against you under the MLA, does not apply to you.

## Consumer Card Agreement

This Credit Card Agreement and the Interest and Fees Table (collectively, this “Agreement”), sets forth the terms and conditions under which Bank agrees to lend you money and you agree to repay us. The opening of your Account, use of the Account, or your repayment on this Account acknowledges your acceptance of the terms and conditions of this Agreement and acknowledgement of receipt of all disclosures provided with this Agreement. Unless defined in this Agreement, any capitalized terms are referring to terms in your billing statement. “Credit card” means any physical credit card associated with your Account, including any replacements, and any other access device or code for your Account we provide that allows you to obtain credit.

This Agreement will continue to apply whether or not you use your Card or Account. It will continue to apply even after your Account is closed, if you have a balance or owe us.

### **PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND A WAIVER OF CLASS ACTION AND JURY PROVISION.**

#### **Definitions**

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

- **“Account”** means your credit card account designated and maintained by the Bank in relation to the credit provided under or in connection with this Agreement. Account includes the account to which any credit transaction or charge by you may be posted.
- **“Billing Cycle”** means the time period between billing statements and is used to manage your Account. Each Statement shows the closing date, which is the last day of the Billing Cycle.
- **“Card”** means one or more cards or other access devices, including your account number or virtual card, that we may issue to you to receive credit under this Agreement. This includes all renewals and substitutions.
- **“Fees”** means charges imposed on your Account not based on the Annual Percentage Rates.
- **“Interest Charges”** means any charges to your Account based on the application of Annual Percentage Rates.
- **“Item”** means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments.
- **“Payment Card Network”** means the network provider identified on your Card. This may be Visa, Inc., Mastercard International Incorporated or any other network provider.
- **“Purchase”** means the use of your Account or Card to buy or lease goods or services. Tax payments and any other associated fees are considered Purchases.
- **“Servicer”** means Nibbles PBC.
- **“Statement”** means the periodic statement we mail to you in connection with your Account. Your Statement will include all transactions billed to your Account during a Billing Cycle and information about payment owed to us.
- **“Truth-in-Lending Disclosures”** means disclosures that the federal Truth in Lending Act and Regulation Z require for any Account. This includes your application and solicitation disclosures, Account opening disclosures, any disclosures provided as part of this Agreement, subsequent disclosures, Statements, and change in terms notices.
- **“We,” “us,” “our,” and “Bank”** mean Lead Bank, and its agents, authorized representatives, successors, and assignees.
- **“You” and “your”** mean each applicant and co-applicant for the Account, any person responsible for paying the Account, and any person responsible for complying with this Agreement.

#### **New Offers**

In the future, we may provide you with new offers for Bank services regarding your Account that we think may interest you. The terms of these Bank service offerings may differ from the standard terms on your account. However, this Agreement will still apply.

#### **Account Information; Important Information About Procedures for Opening a New Account**

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

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

You agree to provide us with information and documents we may request about your identity, residential physical address, contact information, and financial data from time-to-time. You agree to notify us immediately with any changes to your contact information, including your address. We may restrict or close your Account if we cannot verify your information or if you do not provide it as requested.

### **Credit Limits**

We will establish the maximum amount of credit available to you for your Account (“Credit Limit”). We will inform you of your Credit Limit from time to time in the Account Summary section of your Statement. You must keep your Account balance below the Credit Limit. We may honor transactions above your Credit Limit but we are not obligated to and may do so at our sole discretion. Your Credit Limit will not increase if we do honor any transaction that exceeds your Credit Limit. You are responsible for paying for any transaction you make above your Credit Limit. We may increase, decrease, restrict, or cancel your Credit Limit for any transaction at any time, without notice, except as limited by law, including 12 C.F.R. § 1026.51. This will not affect your obligation to pay us, except as required by applicable law, including 12 C.F.R. § 1026.52. Your available credit may not be restored for up to ten (10) business days after we receive your payment.

The credit available to you on your Account is the difference between your Credit Limit and the total balance due on your Account and any pending transactions.

### **Grace Period**

When your Account is in an interest-free period, we do not charge interest on new purchases. When you have paid the New Balance shown on your most recent billing statement in full by the payment due date and cutoff time, your Account is in an interest-free period. If you do not pay the New Balance shown on your most recent billing statement by the payment due date and cutoff time, you will lose your interest-free period and we will charge interest on your purchases. You can regain the benefit of the interest-free period by paying your New Balance by the due date and time. When your Account is not in an interest-free period, we will charge you interest on your purchases from the date the purchases appear on your Account until your New Balance is paid in full.

### **Using Your Account**

- (1) We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your Credit Limit or your Account is not in default.
- (2) We will bill each transaction and apply it against your available credit.
- (3) You must not use, or try to use, the Card for any illegal activity. You are responsible for any charges if you do.
- (4) We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.
- (5) You can only use your Account for consumer purchases for personal, family, or household purposes. You cannot use your Account for business purchases or for illegal activities, including internet gambling. You cannot use your Account to purchase foreign currency, crypto-currency, traveler’s checks, money orders, wire transfers, gaming-related items, (including gambling chips, off-track wagers, or lottery ticket transactions), or other cash-like transactions.
- (6) We are not liable to you if anyone refuses to honor your Card.
- (7) You must tell us immediately if you change your name, address, phone number, or email address.

### **Rewards**

Your Account may provide you with the opportunity to earn rewards or participate in promotional offerings from Nibbles PBC. If it does, Nibbles PBC will separately provide you with information and terms about the rewards or promotion. Reward program(s), promotional offerings or bonus option(s) that are offered to you are not offered by Bank and are offered by Nibbles PBC. If you have questions regarding rewards, promotional offering or bonus options, please contact the Servicer at [card@nibbles.com](mailto:card@nibbles.com).

### **Authorized Users**

You may add an authorized user to your account, subject to the following requirements: must be a US Resident 18 years of age or older. You are responsible for any use of your account by an authorized user or anyone else that you permit to use your account. You must notify us if you want them to stop using your account. You also are responsible for getting any cards, checks or other means of accessing your account from the authorized user. If you request, we may issue cards that access your account to your authorized users. If you wish to terminate an authorized user, we may close your account and open a new account with a different account number. Authorized users are required to provide identity information, including name, address, date of birth and social security numbers/government issued identification and are subject to verification of that information. You may add up to 5 authorized users. We reserve the right to limit the account and number of authorized users.

## **Unauthorized Use**

You agree to notify us if any unauthorized use of your Account has occurred or you believe may occur, whether because of loss or theft of your credit card or otherwise. You agree to notify us as soon as possible, but in no event later than the day of discovery of a loss or theft. You may notify us by phone, via electronic mail ("email"), or at the URL shown on your billing statements. You agree to tell us what you know about the loss or theft in writing and you agree to assist us in discovering the circumstances relating to any unauthorized use of your Account.

## **Your Promise to Pay**

By using your Card or your Account, you promise to pay us for all transactions made on your Account, as well as any Fees, interest charges, or other charges or fees.

## **Statements**

You agree to be a paperless Cardholder and accept all statements, including Statements, and communications electronically. We will send you an electronic Statement at the end of each Billing Cycle, unless not required by law or the law prohibits us from doing so. Unless you make other arrangements with us, your Statement will be delivered to you electronically, as further described in the Electronic Communication Disclosure and Agreement. We will not send you a Statement if: (1) we deem your Account uncollectable; (2) delinquency collection processes have been instituted; or (3) for any other reason permitted by applicable law. You may request a paper copy of your Statement by calling the number on the back of your Card. If a fee is assessed, it will be assessed for each requested paper copy of your Statement. Bank will mail any requested paper Statement to you by regular mail to your address as it appears in our records.

## **Authorizing Transactions**

We reserve the right to decline to authorize a transaction for any reason, including but not limited to an account default, suspected fraudulent, illegal or unlawful activity or any indication of increased risk related to a transaction. We do not guarantee approval of any transaction. We are not responsible for any losses resulting from our decision to decline a transaction even if you have available credit on your Account. We reserve the right to limit the number of transactions that may be approved in one day. We may close or suspend your Account if we suspect fraud or illegal activity or for our own business reasons, and we will notify you as soon as possible if we do so. We may refuse to authorize any transaction when your credit card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious, or illegal activity involving the credit card or your Account. If you freeze your credit card, we will stop authorizing card transactions.

Temporary authorizations for amounts greater than the actual purchase price may occur with some merchants (e.g., hotels, car rental companies, gas stations, and restaurants). These types of authorizations will result in less credit available to you on your Account for several days until the date the actual purchase amount is received from the merchant.

## **Disputed Transactions**

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

## **Security and Lost or Stolen Card**

You must take reasonable steps to prevent the unauthorized use of your Card and/or Account. For security reasons, you must, upon receipt of the Card, comply with any card activation procedures as may be prescribed by the Bank. You must notify us immediately and assist us in our investigation if your Card is lost or stolen or you believe someone is using your Account or Card without your permission. You will not be responsible for transactions on your Account that we find are unauthorized. If we reimburse you for unauthorized transactions, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request. You should contact us by calling (888) 267-9970 or, if outside of our business hours by logging in to your Account at [www.nibbles.com](http://www.nibbles.com).

## **Periodic Interest Charge Calculation (See the APRs in the Interest and Fees Table)**

We figure the interest charge on your Account by applying the periodic rate to the "daily balance" of your account. To get the "daily balance" we take the beginning balance of your account each day, add any new purchases and fees, and subtract any payments or credits. This gives us the daily balance. We multiply the "daily balance" by the Daily Periodic Rate (the APR on the account, which may be the Penalty APR, if applicable, divided by the number of days in the year) and multiply this amount by the number of days in the billing cycle to calculate your "Total Interest For This Period." The Penalty APR will never be higher than the Purchase APR.

## **Late Payment Fee**

We may charge you this Fee if we do not receive your payment as instructed on your Statement by the payment due date. This Fee will not exceed the amount permitted by law, including 12 C.F.R. § 1026.52.

#### **Returned Payment Fee**

We may charge you this Fee each time your financial institution for any reason rejects a payment you make to us.

#### **Stop Payment Fee**

We may charge you this Fee each time you ask us to stop payment or renew a stop payment order. The fee will be disclosed to you at the time you submit or renew a stop payment order.

#### **Transactions Made in Foreign Currencies**

If you make a transaction in a foreign currency, the Payment Card Network will convert it into a U.S. dollar amount. The Payment Card 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.

#### **Point of Sale Conversion**

Card transactions made at a merchant outside of the United States may offer an option to have Card transactions converted to U.S. dollars by a Payment Card Network or by the merchant. If the merchant offers to make the conversion, the conversion currency rate will be determined solely by the merchant involved in the transaction.

#### **Expedited Shipping Fee**

We may charge you a fee if you request us to expedite the shipping of your Card. You may obtain your Card without incurring an additional expense if you do not request to receive your Card by expedited shipping methods.

#### **Additional Fees**

We may charge additional fees where such fees are agreed to between you and us.

#### **Minimum Payment**

You can pay your Account balance in full at any time. You must pay at least the “Minimum Payment Due” by the “Payment Due Date” each month. The minimum number of days between the monthly billing statement date and the Payment Due Date for the Minimum Payment Due is 21 days, over a consecutive 12-month period. The “Minimum Payment Due” and the “Payment Due Date” are shown in the “Payment Information” section of your Statement. The “How to Make Your Payments” section on the Statement explains how to make your payments and the business day when your payments will be considered received. You agree to repay any amount that exceeds your Credit Limit if we ask you. Returns and other credits to your Account will reduce your principal balance, but they will not change your minimum payment amount.

In addition to the minimum payment, you may pay all or part of the total balance on your Account. We will continue to charge Interest Charges during Billing Cycles when you carry a balance regardless of whether your Statement includes a minimum payment that is due. If your Account is 180 days past due, is part of a bankruptcy proceeding or is otherwise charged off, the total balance is immediately due and payable.

#### **How to Avoid Fees**

**Late Fees.** You can avoid late fees by paying at least the “Minimum Payment Due” by the “Payment Due Date.” If you do not make your payment by this date, we will charge you the late fee shown in the “Interest and Fees Table” included in this Agreement, unless such amount exceeds the amount permitted by law, including 12 C.F.R. § 1026.52, as may be amended from time to time, in which case we may charge you a lesser amount permitted by law.

**Returned Payment Fee.** Make sure you have sufficient funds in your bank account to pay your full payment amount. Be sure you have considered all your debit card transactions, preauthorized debits from your Account, and other funds in your Account that have been placed on hold and are not subject to withdrawal. We will charge the Returned Payment Fee shown in the “Interest and Fees Table” if a payment is returned unpaid.

#### **Making Payments**

Payment in U.S. Dollars; No Cash or Check Accepted for Payments; No Payment Using Credit From Us. Your payment must be made in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept payments by checks. We do not accept cash payments through the mail. You may not make payments with funds from any other credit account with us.

Electronic Payments. You may arrange to repay your credit card obligations by logging on to [www.nibbles.com](http://www.nibbles.com) and arranging an electronic funds transfer by automated clearinghouse (“ACH”) from your Account at a U.S. bank or foreign bank branch in the U.S. More information on how to arrange these electronic payments is shown in the “How to Make Your Payments” section on your billing statement. If you give your Card information to a merchant to bill your Account for recurring payments, or to keep it on file for future purchases or payments, and your Card number, expiration date, or security code changes, you should notify the merchant and provide the Merchant with your new card information.

#### **Payment Processing**

We may delay the availability of credit until we confirm that your payment has cleared your financial institution. This may happen even if we credit your payment to your Account. We may resubmit and collect returned payments electronically. If necessary, we may adjust your Account to correct errors, process returned and reversed payments, and handle similar issues.

In our discretion, we may accept payment by check or other Item. When you send us an Item as payment, you authorize us to make a one-time electronic fund transfer from your deposit account. You also authorize us to process the payment as an Item. We may withdraw the funds from your deposit account as early as the same day we receive your payment. You will not receive your Item back from your bank. We may use the information from an item to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same way we would process an Item. We will not be responsible if an Item you provide has physical features that when imaged result in it not being processed as you intended.

### **How We Apply Your Payments**

Application of your payments is at our discretion and in accordance with applicable law, including 12 C.F.R. § 1026.53.

### **Credit Balances**

We may reject and return any payment that creates or adds to a credit balance on your Account. Any credit balance we allow will not be made available until we confirm that your payment has cleared. We may without notice restrict the availability of any credit balance in our sole and absolute discretion. We may reduce the amount of any credit balance by any new charges. You may email us at [card@nibbles.com](mailto:card@nibbles.com) to request a refund of any credit balance of \$1.00 or more. If you do not request a refund of a credit balance, we will apply the credit balance to the new transaction charges and fees on your Account. If you have a credit balance of at least \$1.00 for more than 6 months, we will refund the amount to you by check or ACH to any deposit account associated with or linked to your Account or any deposit account to which you instruct us to send the refund.

### **Account Default**

You will be in default if:

- (1) you do not make any payment when it is due;
- (2) any payment you make is rejected, not paid or cannot be processed;
- (3) you exceed a Credit Limit;
- (4) you file or become the subject of a bankruptcy or insolvency proceeding;
- (5) you are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
- (6) we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us;
- (7) you do not comply with any term of this Agreement or any other agreement with us;
- (8) you permanently reside outside the United States;
- (9) your financial condition has adversely changed that, in our reasonable and good faith opinion, you will not be able to make any payment obligation when due;
- (10) your Card or Account is being used or we suspect it is being used to engage in fraudulent, illegal, unlawful or improper activities; or
- (11) withdraw your consent to communicate with us electronically under the Electronic Signatures in Global and National Commerce Act.

If you are in default, we may take certain actions with respect to your Account. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:

- (1) charge you Fees on your Account;
- (2) close or suspend your Account;
- (3) lower your Credit Limit(s);
- (4) accelerate the total balance owing on your Account and demand that you immediately pay the total balance;
- (5) continue to charge you Interest Charges and Fees as long as your balance remains outstanding; and/or
- (6) file a lawsuit or initiate an arbitration against you or pursue another action that is not prohibited by law. If you are in default because you have failed to pay us, we will require you to pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this Agreement, unless the law does not allow us to collect these amounts.

### **Communications**

Unless we tell you otherwise, you can notify us at [card@nibbles.com](mailto:card@nibbles.com) or call us at (888) 267-9970. When writing, please include your name, address, home telephone number and Account number.

To the extent permitted by applicable law, you authorize us and our affiliates, agents, and contractors, our Servicer and anyone to whom we may sell your Account, to contact you to service your Account or for collection purposes. You agree that these

contacts are not unsolicited for purposes of state or federal law. You further agree that the Bank, its affiliates, agents, and contractors, Servicer and anyone to whom it may sell your Account may: (1) contact you in any way, including mail, email, calls, and texts, including a mobile, wireless, or similar device, even if you are charged by your provider, and using automated telephone equipment or prerecorded messages; (2) contact you at any number that you have given us, have called us from or any number we have for you in our records, including your cellular or other wireless device, even if that number is a wireless, cellular, or mobile number, is converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry; and (3) contact you at any email address you provide to us, email us from or any other person or company that provides any services in connection with this Agreement. You authorize us to monitor and/or record your calls with us, including but not limited to, using voice recognition technology to verify your identity when you call and capturing and storing your voiceprint for this purpose. You agree to notify us within five (5) business days after changing your email address, mailing address, or phone number. You are responsible for any service provider charges you may incur because of us contacting you by any means, whether or not such charges are text, data, equipment or other plans.

### **Terms for Using a Card with a Digital Wallet or Mobile Device**

If we permit you to load your Card to a smart phone or tablet application, or any other application or other electronic device provided by a third-party (collectively, “Mobile Device”) or a digital wallet provided by another company (such as Apple Pay, Google Pay, Amazon, PayPal, Samsung Pay, etc.) or a merchant-branded website or digital wallet where your Card information is stored for future use (each, a “Digital Wallet”), this Section, *Terms for Using a Card with a Digital Wallet or Mobile Device*, governs your access to, and use of your Card through a Mobile Device or Digital Wallet. We reserve the right to restrict the use of Cards with any Mobile Device or Digital Wallet. If your Account information changes, you authorize us to provide updated information to the third party at our discretion. You must contact the third party directly or remove your credit card information from the third party’s website if you wish to stop automatic billing or account updates.

The use of your Card with or within a Digital Wallet or Mobile Device may not be accepted at all places where your Card is otherwise accepted, and your Card may not be eligible for all the features and functionalities of the Digital Wallet or Mobile Device. You understand and agree that your use of a Digital Wallet or Mobile Device to make transactions using your Card or Card number is subject to the terms and conditions set forth by the third-party Digital Wallet or Mobile Device provider or another third party supporting the Digital Wallet or Mobile Device (collectively, the “Mobile Device Provider”) with respect to the use of that Digital Wallet or Mobile Device. Your agreement with any Mobile Device Provider does not impact our Agreement with you. You acknowledge that we are not party to any agreement or the terms and conditions for a Mobile Device between you and a Mobile Device Provider or the other third parties supporting the Digital Wallet or Mobile Device and we do not own and are not responsible for the Digital Wallet or Mobile Device. You may only use a compatible device with a Digital Wallet, as determined by the Digital Wallet provider (“Compatible Device”). In addition, any use of your Card in or through a Digital Wallet or Mobile Device continues to be subject to all terms and conditions of this Agreement. We may terminate your access to or use of your Card with a Digital Wallet or Mobile Device at any time and for any reason, including if you violate any of the terms or conditions of this Agreement.

To add your Card to a Digital Wallet or Mobile Device, you must follow the instructions of the Mobile Device Provider. By doing this, you agree to allow us to share your Card information with the Mobile Device Provider. You may be required to take additional steps to authenticate yourself or the Card before your Card is added to the Digital Wallet or Mobile Device. We may not add a Card to a Digital Wallet or Mobile Device if we cannot authenticate the Card or if we otherwise suspect that there may be fraud associated with the Card.

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

We do not charge you any additional fees for adding your Card to a Digital Wallet or Mobile Device or for using your Card in the Digital Wallet or Mobile Device. However, any fees and charges that would apply when you use your Card outside the Digital Wallet or Mobile Device will also apply when you use a Digital Wallet or Mobile Device to make purchases with your Card or otherwise access your Card. The Mobile Device Provider and other third parties such as wireless companies or data service providers may charge you fees. Any Virtual Card we may issue you that is linked or registered with the Digital Wallet or Mobile Device may be, in our sole discretion, automatically updated or upgraded without notice to you.

We are not the provider of the Digital Wallet or Mobile Device, and we are not responsible for providing the Digital Wallet or Mobile Device services to you or for ensuring that your Card is compatible with any Digital Wallet or Mobile Device service. Some Digital Wallets or Mobile Devices may use your palm print, fingerprint, facial map or any other biometric data to recognize you, authenticate your identity, or authorize your transactions, and you understand we do not provide any such technology or services and have no obligation regarding the security of such technology or services. By using such technology or services with a Digital Wallet or Mobile Device to conduct any transaction, you are authorizing a transaction on your Card. We are only responsible for supplying information to the Mobile Device Provider to allow usage of your Card in the Digital Wallet or Mobile Device as you have requested. We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Compatible Device or Mobile Device. In no event are we responsible for: (i) any failure of the Digital Wallet or Mobile Device, or the inability to use the Digital Wallet or Mobile Device for any transaction or (ii) how the Mobile Device Provider performs its services or any other third parties regarding any agreement you enter into with the Mobile Device Provider or other third party. We do not control the privacy and security of any of your information that may be held by the Mobile Device Provider. Any information held by the Mobile Device Provider is governed by the Mobile Device Provider's privacy policy. If you request to add your Card to a Digital Wallet or Mobile Device, you authorize us to collect, transmit, store, use and share information about you, your mobile device (Compatible Device), and your use of the Card in accordance with our privacy policy.

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

If you use a Digital Wallet or Mobile Device, you should protect your Mobile Device or Compatible Device as you would your Card. If your Mobile Device or Compatible Device is compromised, lost or stolen, you should also consider your Card lost or stolen and notify us immediately. If your physical plastic Card is lost or stolen and your Compatible Device or Mobile Device is not lost or stolen, you may be required to add the new physical plastic Card to the Digital Wallet or Mobile Device. If your Compatible Device is lost or stolen, you will need to add your Card to a Digital Wallet on a new Compatible Device. You are responsible for the Mobile Device or Compatible Device, including its selection, and for all issues relating to the operation, performance and costs associated with such Mobile Device or Compatible Device. You authorize your wireless operator and/or us to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date and device make and model, where provided in accordance with your mobile operator's or our privacy policy, to allow verification of your identity and for fraud prevention purposes.

Google Pay: This Agreement does not apply to transactions in Google products that are not initiated or effectuated through a Digital Wallet. Your use of Google Pay is also subject to the terms and conditions set forth in the [Google Pay Terms of Service](#). We do not control or endorse the provisioning or use of Google Pay.

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

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

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

### **Credit Reports**

You agree that we or our Servicer may obtain and use credit, income and other information about you from credit bureaus and from other sources, as the law allows, and that this Agreement constitutes your written instructions to us to do so. We may reevaluate your financial condition and investigate any information you provided on your Account application at any time. While doing so, we may obtain a current credit report, information from third party sources and ask you for additional information about your financial condition. You give us permission to obtain any information about you that we believe would be beneficial to providing you our services and products and to facilitate our determination of your eligibility for the Account and the Card. You agree that we can use the information obtained about you for any purposes such as, but not limited to, evaluating you for a new account, review of your credit limit, and/or to market you other cards, services and products that you may be of interest to you, subject to applicable law.

You authorize us to collect, transmit, store, use and share information we obtain about you and your use of the Card or Account in accordance with our [Privacy Policy](#).

We may report information about your Account to credit bureaus and others. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. Information we provide may appear on your credit reports. If you believe that we have reported inaccurate information about your Account to a credit bureau or other consumer reporting agency, notify us in writing at [dispute@nibbles.com](mailto:dispute@nibbles.com). When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect.

### **Amendments to Your Agreement**

At any time, we may add, delete or change any term of this Agreement, unless the law, including 12 C.F.R. § 1026.5, prohibits us from doing so. We will give you notice of any changes as required by law, including 12 C.F.R. §§ 1026.9; 1026.55. We may notify you of changes on your Statement or in a separate notice. Our notice will tell you when and how the changes will take effect or if you can reject the change. If you do not reject a change within the time period and the reasonable manner required and specified in our notice or you continue to use the Card after being notified of any change (whether or not you have the right to reject the change), you will be deemed to have accepted, agreed to and confirmed all terms and conditions of the Agreement as modified. If you reject the change in the manner provided in the notice giving you the opportunity to reject or object to such change, we may terminate your right to receive credit and may ask you to return all credit access devices as a condition of your rejection. You must still pay us all amounts you owe us, even if you reject a change. We may replace your Card with another Card at any time.

Your variable APRs (if applicable) can go up or down as the index for the rate goes up or down. If we increase your APRs for any other reason, or if we change your Fees or other terms of your Account, we will notify you as required by applicable law, including 12 C.F.R. §§ 1026.9; 1026.55.

### **The Law That Applies to Your Agreement**

We will rely on the provisions of Nebraska law with respect to the fees and charges that apply to your account, as authorized by Missouri Revised Statutes §408.145. Further, this Agreement is made in Missouri and credit is extended to you from Missouri, regardless of where you live or use your account. Any claim, dispute or controversy arising from or relating to your Account or this Agreement, whether based in contract, tort, fraud or otherwise and regardless of the place where you live, is governed by, and construed in accordance with, the laws of the State of Missouri, without regard to Missouri's conflict of laws principles, and applicable federal laws and regulations. The legality, enforceability and interpretation of this Agreement and the amounts contracted for under this Agreement also are governed by Missouri law and applicable provisions of federal law, and all amounts granted under this Agreement are extended from the State of Missouri.

### **Servicer**

The Servicer services parts of your Card and Account, including, but not limited to, Account and/or Card management through Servicer's website or mobile application and customer service relating to any rewards offered in connection with your Card or Account. In this capacity, Servicer may act on our behalf, perform our obligations or enforce our rights under this Agreement. You understand and acknowledge that we may share with Servicer any information you provide to us in connection with your Account or Card or any information we collect in connection with your Account or Card for Servicer to provide you with products and/or services in connection with your Account and/or Card.

### **Waiver**

We will not lose any of our rights under this Agreement or otherwise even if we delay enforcing or do not enforce any of our rights under this Agreement, delay taking any action for any reason, take actions not listed in this Agreement, accept late payments or partial payments or accept payments that are marked "Paid in Full", other similar language or restrictive endorsement. We may waive our right without notifying you. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future.

### **Assignment**

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

### **Disclaimer of Liability**

We are not responsible if anyone refuses to accept or honor your Card or Account, even if you have sufficient available credit. Except as required by applicable law, we will not be responsible for any claim or defense you may have against any third-party that arises out of or in connection with any transaction with your Card or Account or any services or goods or other property

purchased or leased using your Card or Account. We are not responsible for any losses you incur if we do not authorize a transaction.

### **Termination**

Subject to applicable law, we may terminate this Agreement or revoke your right to use your Account or Card and close your Account, along with your right to make future transactions, at any time and for any reason without notice to you. You may contact us using the number on the back of your Card to close your Account. If we close or suspend your Account for any reason, you must stop using your Card. You must also cancel all billing arrangements set up on the Account. If we close or permanently suspend your Account, you must return or destroy all Cards. You must still pay us all amounts you owe on the Account. You must also return the Card to us or destroy it if we ask you to.

### **Termination of this Account by You**

**Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington, and Wisconsin Residents** – Either you or your spouse may terminate this Agreement at any time, but termination by you or your spouse will not affect your obligation to pay the Account balance plus any finance and other charges you or your spouse owe under this Agreement. Your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement are subject to all applicable laws and regulations regarding repayment requirements. The cards you receive remain our property and you must recover and surrender to us all cards upon request or upon termination of this Agreement whether by you or us.

**Residents of all other states** - You may terminate this Agreement at any time, but your termination will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. Your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement are subject to all applicable laws and regulations regarding repayment requirements. The cards you receive remain our property and you must recover and surrender to us all cards upon request or upon termination of this Agreement whether by you or us.

### **Notices**

Notices to you will be provided in accordance with the Electronic Communication Disclosure and Agreement you have previously entered with us. If you revoke that consent, we may close your account. If we close your Account, we will continue to send you billing statements if you have an outstanding balance. We will deactivate your credit card and you will not be able to make any purchases.

### **Arbitration**

#### **THE FOLLOWING ARBITRATION PROVISION IS NOT APPLICABLE TO BORROWERS WHO ARE "COVERED BORROWERS" UNDER THE MILITARY LENDING ACT.**

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS SECTION (THE "**ARBITRATION PROVISION**") AND UNDERSTAND THAT THESE PROVISIONS REQUIRE YOU AND BANK TO ARBITRATE CLAIMS ON AN INDIVIDUAL BASIS. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS PROVIDED BELOW.

As used in this Arbitration Provision, "**Claim**" includes any past, present, or future claim or dispute between you and Bank or Bank's service providers, including Servicer, that relates to, or arises out of, this Agreement or the activities or relationships that involve, lead to, or result from this Agreement, including the validity or enforceability of any part of this Arbitration Provision or this Agreement. For purposes of this agreement to arbitrate, "you" includes any co-applicant or authorized user on your account, or anyone else connected with you or claiming through you.

**Informal Dispute Resolution.** If a Claim arises, before filing any Claim in arbitration, you and Bank each agree to try and resolve the Claim informally. You will notify Bank of your Claim by live chatting with the Bank team through the Bank App and if Bank or Bank's service providers, including Servicer, have a Claim, they will undertake reasonable efforts to contact you to resolve the Claim. If a Claim is not resolved within 30 days after the Claim is first raised, you, Bank, or Bank's service providers, including Servicer, may initiate an arbitration proceeding as described in this Arbitration Provision.

**Election to Arbitrate.** You and Bank agree that the sole and exclusive process for resolving a Claim that remains unresolved after 30 days will be final and binding individual arbitration pursuant to this Arbitration Provision, unless (1) you opt out of arbitration as described below, or (2) the Claim is subject to an explicit exception included in this Arbitration Provision. You and Bank each agree that the scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

**Exceptions.** Both you and Bank retain the right to bring (i) an individual Claim in small claims court; (ii) a Claim seeking injunctive or other equitable relief in court to prevent the actual or threatened violation of a party's intellectual property rights; or (iii) a Claim seeking only public injunctive relief in court.

**Jurisdiction; Venue.** Except as otherwise required by applicable law, and for any Claims not subject to arbitration, the exclusive jurisdiction and venue for any Claims will be the state and federal courts located in Jackson County, Missouri, and each of you, Bank, and Bank's service providers, including Servicer, consent to the personal and

exclusive jurisdiction of, and venue in, such courts. Unless the arbitrator determines that an in-person hearing is necessary or you and Bank otherwise agree, the arbitration may be conducted in via videoconference, telephonically or via other remote electronic means.

**Arbitration Opt-Out; Waivers.** You may opt out of this Arbitration Provision by sending an arbitration opt-out notice by regular mail to Bank, Lead Bank, c/o Nibbles PBC, 1606 Headway Cir, Ste 9653, Austin, TX 78754 or by email at [card@nibbles.com](mailto:card@nibbles.com). **To be effective, you must send your arbitration opt-out notice (the “Arbitration Opt-Out Notice”) within 30 days after you accept the terms of this Agreement or within 30 days after we provide notice to you of any update to this Arbitration Provision.** This Arbitration Provision will remain in effect unless and until we receive the Arbitration Opt-Out Notice within the applicable 30-day period. The opt out notice must clearly state that you are rejecting arbitration and include your name, address, and signature. **UNLESS YOU PROVIDE BANK WITH AN ARBITRATION OPT-OUT NOTICE WITHIN THE APPLICABLE 30-DAY PERIOD, YOU ARE KNOWINGLY AND VOLUNTARILY WAIVING YOUR RIGHT TO LITIGATE CLAIMS IN COURT. IN ADDITION, YOU, BANK, AND BANK’S SERVICE PROVIDERS, INCLUDING SERVICER, EACH AGREE TO WAIVE THE RIGHT TO A JURY TRIAL.**

**No Class Actions.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT YOU (I) WILL NOT BRING A CLAIM AGAINST BANK OR BANK’S SERVICE PROVIDERS, INCLUDING SERVICER, AS PART OF A CLASS, CONSOLIDATED GROUP, OR COLLECTIVE OR MASS ARBITRATION (each, a “Collective Arbitration”), AND (II) ARE NOT ENTITLED TO CONSOLIDATE OR JOIN CLAIMS BY OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY CLAIM IN A REPRESENTATIVE CAPACITY. Without limiting the generality of the foregoing, a Claim will be deemed a Collective Arbitration if (i) two (2) or more similar Claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. “Concurrently” for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

**Arbitration Rules and Process.** The party initiating arbitration shall do so with Judicial Alternatives and Mediation Services (“JAMS”). Claims shall be subject to following applicable sets of rules (the “JAMS Rules”) (1) the JAMS Mass Arbitration Procedures and Guidelines, for Claims involving a Mass Arbitration; (2) JAMS’ most current version of the Streamlined Arbitration Rules, for Claims involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys’ fees and interest; and (3) JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, for all other Claims. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS Rules, you may call 1(800) 352-5267 or visit their web site at: [www.jamsadr.com](http://www.jamsadr.com). In the case of a conflict between the JAMS Rules and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the JAMS Rules apply. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the JAMS Rules. Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from JAMS’ roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then JAMS will appoint the arbitrator in accordance with the JAMS Rules. The arbitrator(s) shall be authorized to award any remedies, including public injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law. Notwithstanding any language to the contrary in this section, if a party seeks injunctive relief that would significantly impact other cardholders as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel. Except as and to the extent otherwise may be required by law, the arbitration proceeding, and any award shall be confidential. This Arbitration Provision shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in this Agreement. If your Dispute does not exceed \$10,000 not inclusive of attorneys’ fees and interest, then the arbitration will be conducted solely on the basis of the documents that you and Bank submit to the arbitrator, unless the arbitrator determines that a videoconference, telephonic or in-person hearing is necessary. If your Dispute exceeds \$10,000, your right to a hearing will be determined by the JAMS Rules. Subject to such rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

**Arbitrator’s Decision.** The arbitrator will issue an award within the time frame specified in the JAMS Rules. Judgment on the arbitration award may be entered in any court having jurisdiction over the proceeding. Except as

otherwise required by applicable law, any damages awarded by the arbitrator must be consistent with the terms of the "Limitation of Liability" section above.

**Fees.** If the Claim is for \$10,000 or less, at the conclusion of the arbitration Bank will reimburse you for the arbitration filing costs and administrative fees (other than hearing fees) you incur. If the Claim is for more than \$10,000, arbitration filing costs and administrative fees (other than hearing fees) will be paid in accordance with the JAMS Rules. Except as otherwise required by law, each party will pay its own attorneys' fees.

**Survival.** This Arbitration Provision shall survive the termination of this Agreement. With the exception of the "No Class Actions" paragraph, if a court decides that any part of this Arbitration Provision is invalid or unenforceable, then the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. In the event that a court finds that all or any portion of the "No Class Actions" paragraph to be invalid or unenforceable, then the entirety of this Arbitration Provision shall be deemed void and any remaining Claim must be litigated in court pursuant to the "Jurisdiction; Venue" paragraph.

### **Your Billing Rights – Keep For Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What To Do If You Find a Mistake on Your Statement:** If you think there is an error on your statement, write to us at:

Lead Bank  
c/o Nibbles PBC  
1606 Headway Cir  
Ste 9653  
Austin, TX 78754

You may also contact us in writing at [dispute@nibbles.com](mailto:dispute@nibbles.com). In your letter, give us the following information: (1) Account information: your name and Account number; (2) dollar amount: the dollar amount of the suspected error; and (3) description of the 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, and 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 may 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 letter, we must do two things: (1) Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error. (2) Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct. While we investigate whether or not there has been an error, the following are true: (1) we cannot try to collect the amount in question or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount; (2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount; (3) while you do not have to pay the amount in question, you are responsible for the remainder of your balance; and (4) we can apply any unpaid amount against your Credit Limit.

If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.  
If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

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

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

**Your Rights If You Are Dissatisfied With Your Card Purchase:** If you are dissatisfied with the goods or services that you have purchased with your Card and you have tried in good faith to correct the problem with the merchant, you may have the

right not to pay the remaining amount due on the purchase. To use this right, all the following must be true: (1) The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the Purchase price must have been more than \$50. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.); (2) you must have used your Card for the purchase; (3). You must not yet have fully paid for the purchase.

If all the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Lead Bank  
c/o Nibbles PBC  
1606 Headway Cir  
Ste 9653  
Austin, TX 78754

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 us an amount and you do not pay, we may report you as delinquent.

### **Information Sharing**

You authorize us to share information about you and your account with affiliates and third parties unless the law or our Privacy Policy prohibits us from doing so.

### **State Notices**

**All Accounts:** 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. We may provide information to credit reporting agencies about this account in the name of an authorized user. The parties acknowledge and agree that certain terms, conditions, and waivers contained herein apply only to the extent permitted under applicable laws, including but not limited to the following laws, as they may be applicable: the Military Lending Act (10 U.S.C. 987) the Servicemembers Civil Relief Act (50 U.S.C. 4042); the Electronic Fund Transfer Act (15 U.S.C. 1693l), and state consumer protection laws and other laws that may limit certain terms, conditions, or waivers, including, for each, any amendment and implementing regulation thereto.

**California Residents.** If you are a California resident, our right to recover any credit extended through the use of your credit card in making purchases from a retailer is subject to good faith defenses which you have properly asserted as a buyer under California law against the retailer from whom the cardholder made the purchases if: (a) the purchase price at the time as to which a defense is asserted exceeds \$50; (b) the purchase was made within the state of California or if outside California, then within 100 miles of your current designated address in California; (c) you have made a written demand upon the retailer with respect to the purchase and attempted in good faith to obtain reasonable satisfaction from the retailer; and (d) you have not already paid the entire amount of the charge by paying your credit card balance down to zero, (e) you give us written notice specifying the retailer, the date of purchase, the purchase price, the goods or services purchased, the nature of your defense with respect to the transaction, as well as the action which you have taken in attempting to obtain satisfaction from the retailer.

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

**Maryland Residents.** To the extent, if any, Maryland law applies to your account, we elect to offer this Agreement pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Code.

**Wisconsin Residents:** Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision. If you are married, please contact us immediately upon receipt of this Agreement by using the contact information provided in the "Communications" section above and provide us with the name and address of your spouse. We are required to inform your spouse that we have opened an account for you.

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

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

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

Massachusetts Residents: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

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 the law.

South Dakota Residents. If you believe there have been any improprieties in making this loan or in the lender's loan practices, you may contact the South Dakota Division of Banking at 1601 N. Harrison Ave, Suite 1, Pierre, SD 57501, or by phone at 605.773.3421.

NOTICE TO UTAH BORROWERS. This written Agreement is a final expression of the Agreement between you and us. This written Agreement may not be contradicted by evidence of any oral Agreement. 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.

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