

The L Card Visa® Credit Card Account

Issued by Beneficial State Bank

Interest Rates and Interest Charges

<p>Annual Percentage Rate (APR) for Purchases</p>	<p>19.99% - 30.99% Your APR will vary with the market based on the Prime Rate.*</p>
<p>APR for Cash Advances</p>	<p>19.99% - 30.99% Your APR will vary with the market based on the Prime Rate.*</p>
<p>How to Avoid Paying Interest/Paying Interest</p>	<p>Your due date is at least 25 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. We will begin charging interest on cash advances on the transaction date or the firstday of the billing cycle in which the transaction is posted, whichever is later.</p>
<p>Minimum Interest Charge</p>	<p>If you are charged interest, the charge will be no less than \$0.50.</p>
<p>For Credit Card Tips from the Consumer Financial Protection Bureau</p>	<p>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.</p>

Fees

<p>Set-up and Maintenance Fee</p>	<p>NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$300, your initial available credit will be only about \$240.</p>
<p>Annual Fee</p>	<p>\$0.00 - \$60.00</p>
<p>Cash Advance Fee</p>	<p>The greater of \$10.00 or 3.00% of each cash advance.</p>
<p>Transaction Fee Foreign Transaction</p>	<p>If the transaction occurs at a merchant outside of the U.S., the fee is 3.00% of the U.S. dollar amount of the transaction, regardless of whether a currency conversion is performed at the time of the transaction.</p>

Penalty Fees	
Late Payment	Up to \$7.00
Returned Payment	Up to \$25.00
Over-the Credit Limit	None

How We Will Calculate Your Balance:

We use a method called "Average Daily Balance (including new transactions)." See your Cardholder Agreement for more details.

Billing Rights:

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

***How We Calculate Variable Rates:** For each billing period, variable rates may change when the Prime Rate changes. We calculate variable rates by adding a margin to the Prime Rate published in The Wall Street Journal on the 25th day of each month. If the Journal is not published on that day, then see the immediately preceding edition. If the Prime Rate changes, your new rate will take effect on your next billing period.

a) The margin which will be added to the Prime Rate for purchases is 16.74% - 26.74% (daily periodic rate currently 0.054767124% - 0.08490411%).

b) The margin which will be added to the Prime Rate for cash advances is 16.74% - 26.74% (daily periodic rate currently 0.054767124% - 0.08490411%).

Any increase in the Prime Rate may increase your Interest Charges and your Minimum payment.

**YOUR CARDHOLDER AGREEMENT INCLUDES AN ARBITRATION AGREEMENT.
PLEASE SEE BELOW FOR DETAILS.**

THE L CARD VISA® CREDIT CARD CARDHOLDER AGREEMENT

(Effective: October 2017)

This L Card Visa® Credit Card Cardholder Agreement, together with your L Card Visa® Credit Card Account Opening Disclosure, Arbitration Agreement, card carrier and credit card application (collectively, the "Agreement") govern the use of The L Card Visa® credit card ("Card") and related credit account ("Account"). All of the separate documents governing the Account, and any future changes we may make to this Agreement, are part of this Agreement. Please read this Agreement and retain a copy for your records. The date of this Agreement is set forth on your card carrier. However, this Agreement will only become effective if and when you (or a person authorized by you) activate your card by following the instructions on the sticker on the card or contact us with your request to activate the card, and make a transaction using the card. Prior to then, you will not be responsible for any Card transaction if the Card is lost or stolen. Your first transaction must be a Purchase (as defined below) and not a Cash Advance (as defined below). Your use of the Card is your consent to be bound by the terms of this Agreement.

The Card is issued by Beneficial State Bank ("BSB"), 1438 Webster St #100, Oakland, CA 94612, pursuant to a license from Visa U.S.A. Inc. BSB is the creditor and Card issuer, and assigns its rights for servicing and other rights to LendUp Card Services, Inc. ("LendUp Card Services"). As used in this Agreement: "we," "us," and "our" mean BSB as the Card issuer and creditor, or LendUp Card Services as servicer, and any assignee of either of their rights. The words "you" and "your" mean all persons responsible for complying with this Agreement, including the applicant, any guarantor and the person to whom we address Account statements (the "Primary Cardholder").

Use of the Card and Account: You may use the Card to make transactions only for personal, family or household purposes from any person or establishment accepting the Card (each such transaction, a "Purchase"), to obtain cash advances from us or obtain cash or cash equivalents (each such transaction, a "Cash Advance") and to take advantage of other features of the Card. Cash Advances include: (a) using any convenience check we provide you; (b) obtaining funds through an automated teller machine (ATM) or a financial institution; (c) purchasing a wire transfer, money order, foreign currency, travelers checks, lottery ticket, stored value load or other item that is a cash equivalent; (d) making a balance transfer from another account if we allow such transfers; or (e) engaging in any similar transaction.

You agree to use the Card and Account only for legal and lawful purposes. Neither the Card nor the Account may be used for gambling purposes, whether online or otherwise, or for the purpose of paying us on this or any other form of credit account you may have with us. If you do use your Card for any such purpose, you will be in default under this Agreement and we may block such transactions and/or terminate your Account, but you still will be liable to us for all charges relating to such transactions and all other transactions on your Account at the time it is closed.

Promise to Pay: You promise to pay us for all amounts charged to the Account, including all transactions, interest, fees and charges charged to your Account. You are obligated to repay us for all transactions made using your Card by people you have authorized to use the Card even if their use of the Card exceeds the authorization which you gave them.

Preauthorized Recurring Merchant Transactions: You may authorize a merchant to automatically initiate a transaction on a recurring basis to your Account. Upon the issuance by us of a new Card with a new Account number or expiration date, you may be required to contact the merchant to provide such updated information in order to continue the recurring transactions.

Foreign Currency Transactions: If you make a transaction using your Account in a foreign currency (including, for example, online purchases from a merchant located outside of the U.S.), the transaction will be converted to U.S. dollars based on a rate selected by VISA U.S.A. Inc. (or any of its affiliates) from the range of rates available in wholesale currency markets for the applicable central processing date (which may vary from the rate VISA U.S.A. Inc. itself receives) or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used by VISA U.S.A. Inc. (or any of its affiliates) on the currency conversion date may differ from the exchange rate in effect on the day you made the transaction or on the day the transaction is posted to your Account. Our fee is a percentage of the U.S. dollar amount of the transaction.

Credit Limits: Your card carrier we have provided you sets forth the initial total credit limit for your Account which includes your separate credit limit for Cash Advances. On your monthly statements, we will provide information about your credit limits and remaining credit as of the monthly statement date. You agree not to engage in any transaction (an "Over-the-Credit Limit Transaction") that would cause any outstanding balance to exceed a credit limit (or would increase the amount by which any outstanding balance exceeds a credit limit). We are not required to honor any Over-the-Credit Limit Transaction even if we have honored one or more Over-the-Credit Limit Transactions in the past. However, if we do, you agree to pay upon demand the amount that is in excess of the applicable credit limit.

We will evaluate your Account at least once within your first 12 months as a customer with us to determine whether you are eligible to have your credit limit increased from your initial credit limit as stated on your card carrier based on certain factors, including but not limited to: 1) your history of on-time payments; 2) whether you are in good standing with our other products; 3) whether the Account is or has been over the limit; 4) whether or not the Account is currently or has been restricted from charging privileges; 5) whether or not you have closed the Account or have filed for bankruptcy; 6) whether you have an actual ability to pay the higher credit limit. At any time after your Account has been considered for a credit limit increase during your first 12 months as a customer with us, at our discretion, and subject to applicable law, we may increase or decrease your credit limits at any time and will provide you notice if we do so.

Cash Advance Limit: Your Account is subject to a Cash Advance limit equal to 25% of your total credit limit. This means we will not honor Cash Advance transactions that would cause the total amount of outstanding and unpaid Cash Advances to exceed 25% of your overall credit limit.

Payments:

- a. **Payment Amount.** Your Account will be on a monthly billing cycle. Each month, you must pay at least the Total Minimum Payment by the Payment Due Date shown on your monthly statement. The Total Minimum Payment is the New Balance shown on your monthly statement if the amount is equal to or less than \$25.00. Otherwise, it is the greater of 3.00% of the New Balance (rounded up to the nearest dollar) or \$25.00, plus any amount past due. You may pay more than the Total Minimum Payment or you may pay the total outstanding balance at any time.

We may accept late payments, partial payments, or any payments marked or specially designated as being payment in full or as being similarly in settlement of any dispute, without losing any of our rights under this Agreement or under the law to collect all amounts due and payable on your Account. Our acceptance of such payments does not mean we agree to change this Agreement in any way. You agree not to send us any postdated checks. If you do, we may deposit it immediately upon receipt, despite the later date on the check.

If you make a payment greater than your Total Minimum Payment, this does not affect your obligation to make the next Total Minimum Payment. We do not pay interest on overpayments or any other credit balances created in your Account. Credits to your Account, such as from merchants, are generally not considered payments and will not reduce your Total Minimum Payment.

b. *When Payments Are Due.* You must pay and we must receive at least the Total Minimum Payment due on your Account by 5:00 p.m. (EST) on the due date of each billing period ("Cut-Off Time"). Payments received after the Cut-Off Time will be credited as of our next business day. Credit to your Account may be delayed for up to five (5) days if we accept a payment that does not adhere to the requirements set forth in this section and on your statement.

The available credit on your Account may not reflect your payment for up to five (5) business days if we doubt the collectability of the payment or if we suspect fraudulent activity on your Account. Nonetheless, we will credit your payment to your Account as of the business day that we receive it.

c. *Payment Options.* You can pay online through your online account, by mail, or by setting up automatic payments. Your payment must be made in U.S. dollars with a draft or a check drawn on a U.S. bank and payable in U.S. dollars, or with a telephonic or electronic payment authorization in U.S. dollars.

d. *Payment Allocation.* We will apply the required Total Minimum Payment to balances on your Account using any method we choose. Although your Total Minimum Payment will be applied in any order at our discretion, payments in excess of the Total Minimum Payment will be applied to balances with the highest APR first and then to lower rate balances in descending order of APR.

Finance Charge Calculation Method and Computation of Average Daily Balance Subject to Finance Charge:

a. *Daily Periodic Rates.* The Daily Periodic Rates for Purchases and Cash Advances are based on APR for Purchases and Cash Advances, respectively, which may be adjusted monthly. The current Daily Periodic Rate for Purchases and Cash Advances on your Account is calculated by taking the applicable APR divided by 365.

b. *Periodic Interest Charge Calculation—Daily Balance Method (including new transactions).* We separately calculate a daily balance for Purchases and Cash Advances (each, a "Balance Type"), and use the daily balances to determine your interest charges for each billing period. We charge interest of at least \$0.50 for both Purchases and Cash Advances.

c. On Purchases, the interest charges for a billing period are computed by applying the Periodic Rate, as shown on the monthly statement, to the "Average Daily Balance" of Purchases. To get the Average Daily Balance, we take the beginning balance of your Account each day, add any new Purchases, and subtract any payments, credits, non-accruing fees, and unpaid interest charges. This results in the daily balance. Then we add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This results in the Average Daily Balance.

d. On Cash Advances, the interest charge begins to accrue from the date you obtained the Cash Advance, or the first day of the billing period in which it is posted to your Account, whichever is later. There is no grace period. The interest charges for a billing period are computed by applying the Periodic Rate, as shown on the monthly statement, to the Average Daily Balance on your Account. To get the Average Daily Balance, we take the beginning balance of your Account each day, add any new Cash Advances, and subtract any payments, credits, non-accruing fees, and unpaid interest charges. This results in the daily balance. Then we add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This results in the Average Daily Balance. We do not charge interest on Cash Advance Fees.

e. To determine your interest charge for the billing period, we: 1) multiply your Average Daily Balance by the Daily Periodic Rate for that Balance Type, which results in the "Daily Interest Amount;" then 2) multiply the Daily Interest Amount by the number of days in the billing period; and 3) add the results for all Balance Types to get the total interest charges each billing period.

How to Avoid Paying Interest: On Purchases, to avoid incurring additional interest charges on the balance of Purchases reflected on your monthly statement and on any new Purchases appearing on your next monthly statement, you must pay the entire "New Balance" in full, as shown on your monthly statement, on or before the Payment Due Date.

Check Conversion Notification; Electronic Check Re-Presentation: If you provide a check as payment, you authorize us and our servicers or agents either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. In the event a check is returned unpaid for insufficient or uncollected funds, we may re-present the check

electronically. For questions, please contact LendUp Card Services at (855) 570-3732. If you have questions regarding your check, you can contact your financial institution.

Fees: We will charge the following fees, subject to applicable law:

1. **Annual Fee:** We will charge an annual fee of \$0.00 - \$60.00 each year, whether or not you use the Account, and whether or not you have active charging privileges. Unless waived your first year, your annual fee will be charged upon first use of the card and then annually thereafter.
2. **Late Payment Fee:** We will charge a late fee of \$0.00 - \$7.00 if we do not receive the Total Minimum Payment due on your Account by the Payment Due Date. However, we will not charge a Late Fee exceeding the Minimum Payment Due that is late.
3. **Returned Payment Fee:** We will charge a fee of for payments returned due to insufficient funds, for an incorrect account number or for any other reason. This includes paper checks and any electronic payments. However, we will not charge a Returned Payment Fee if we are charging a Late Payment Fee with respect to the same Minimum Payment Due, and we will not charge a Returned Payment Fee exceeding the related Minimum Payment Due. This fee is in addition to any fees your bank may charge.
4. **Cash Advance Fee:** For each Cash Advance, we will charge a fee of either \$10.00 or 3.00% of the amount of the Cash Advance, whichever is greater. The Cash Advance Fee is a finance charge.

Events of Default: Subject to applicable law, we may consider your Account in default at any time if: (1) you fail to pay at least the Minimum Payment Due by the due date; (2) you attempt to engage in an Over-the-Credit Limit Transaction; (3) you had a Returned Payment; (4) you breach the terms under this Agreement; (5) we determine that any statement made by you to us in connection with this Agreement was false or misleading; (6) you breach any terms under any other agreement that you have with LendUp Card Services or with any of its affiliates; (7) you file for bankruptcy or some other insolvency proceeding is filed by or against you; (8) you are declared incompetent or mentally incapacitated, or in the event of your death; or (9) we have any reason to believe you may not be creditworthy.

Default Remedies: Upon your default and subject to any limitations or requirements of applicable law: (1) we may declare the entire amount you owe us immediately due and payable and/or suspend or cancel your Account privileges; and (2) you agree to pay all reasonable costs, including all court costs plus all reasonable attorneys' fees if we must refer your Account for collection to any attorney who is not our employee. A negative credit report reflecting on your credit record may be submitted to a credit reporting agency upon your default.

Refunds: If you have a credit balance on your account in excess of \$1 we will refund that amount to you within seven (7) days of receipt of a written request for it from you.

Entire Agreement: You acknowledge that this Agreement, as amended (which includes your Account Opening Disclosure, Arbitration Agreement, card carrier and credit card application) constitutes the entire agreement between you and us with respect to the Account and the Card, and supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communication or understanding between you and us concerning the Account or the Card. If we offer or provide rewards in connection with the Account, the disclosures relating to such rewards are separate and not part of this Agreement.

Waiver: Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion, shall not constitute a waiver of such rights on any other occasion. We will not lose our rights under this Agreement because we delay in enforcing any of them.

Credit Reports; Evaluation of Financial Condition and Credit History: You understand and agree that we may obtain a consumer credit report in connection with your request for credit and in connection with any updates, renewals or extensions of any credit as a result of your request. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You understand and agree that we may obtain a consumer credit report in connection with the review or collection of any transaction made by you or for other legitimate purposes related to such transactions. California Residents - you agree to waive your right to keep confidential from us information under Section 1808.21 of the California Vehicle Code.

Customer Privacy: Our privacy policy is provided separately in accordance with applicable law and can also be viewed online at <https://www.lendup.com/card/privacy>.

Assignment: We may at any time and without notifying you, sell, transfer or otherwise assign your Account or any Account balances to any party at any time. You may not assign or transfer your Account or any of your rights and obligations under this Agreement. Any such

assignment or transfer by you will be void.

Change of Terms: Subject to the Arbitration Agreement and requirements of applicable law: (1) You agree that we may, in our sole discretion, from time to time change or delete any of the terms and conditions of, or add new terms and conditions to, this Agreement, including changing the Daily Periodic Rate, APR or the formula used to compute interest charges or increasing or adding fees; (2) any such change will generally be effective immediately unless we are required by applicable law or elect, in our discretion, to provide you with advance written notice of the change (and/or the reasons for the change), afford you the right to reject the change and/or obtain your consent to the change (whether by written agreement, through the initiation of a Card transaction after a specified date or through some other means); in such instances, the change will be effective if, when and as stated in such notice; (3) any change may apply to your outstanding Account balance on the effective date of the change and to any future balances created after that date; (4) no change to any term of this Agreement will excuse your obligation to pay all amounts owing under this Agreement.

Suspension/Revocation/Cancellation: Subject to applicable law, we may suspend, revoke or cancel your Account privileges, your right to use the Card, or deny any transaction, in our sole discretion at any time, with or without cause and with or without giving you notice. Any such actions on our part will not affect your obligation to pay us the outstanding balance, interest and fees under the terms of this Agreement. We are not liable for any refusal to honor your Card or Account, or for the retention of your Card by any person or entity. If we revoke or cancel the Card, you must return the Card to us if we request. If a merchant that accepts Cards asks you to surrender an expired or revoked Card, you must do so. You may not use a Card after it has expired or after it has been revoked or cancelled. You may cancel your Account at any time. If you ask us to cancel your Account but we believe you have continued to use your Account after the date of cancellation, we will consider such use as your request for reinstatement of your Account. We may then reinstate your Account.

Military Lending Act Disclosure. 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). You may receive this disclosure orally by calling (844) 885-2921.

Severability: Subject to the Arbitration Agreement: (1) if any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law; and (2) if any part of this Agreement is determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

Events Outside of Our Control: We do not guarantee that you will always be able to make Purchases with your Card or your Card will always be accepted when you attempt to use it. We are not responsible and will not be liable for any Card or other failures resulting from events outside of our reasonable control.

Communications: All notices to us must be sent to LendUp Card Services, Inc., 237 Kearny Street #197, San Francisco, CA, 94108 (or such other address we subsequently provide you, the "Notice Address"), with such "Attention" as may be specified in this Agreement. To the extent permitted under applicable law, any notice you send us will not be effective until we receive and have had a reasonable opportunity to act on such notice. Any written or electronic correspondence we send to you will, however, be effective and deemed delivered when mailed to you at your mail address (or your email address if you have authorized electronic communications) as it appears on our records.

To the extent permitted by applicable law, you authorize us and our affiliates, agents, assigns, marketing associates and service providers (collectively, the "Messaging Parties") to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide you with information about this Agreement or your Account, including information about upcoming Payment Due Dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers or email addresses you supply or that we obtain through any legal means to any of the Messaging Parties. You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. You understand that, at any time, you may withdraw your consent to receive text messages and calls to your cell phone or to receive artificial or prerecorded voice message system calls by calling the Messaging Parties at **(855) 570-3732** or by writing to us as the address below in "Communications". To stop text messages, you

can also simply reply "STOP" to any text message the Messaging Parties send you. To stop emails, you can follow the opt-out instructions included at the bottom of the Messaging Parties' emails.

Reports and Notices: We may report information about your Account to other creditors, other financial institutions and credit bureaus. Late payments, missed payments, returned payments, or other defaults on your Account may be reflected in your credit report.

You have the right to dispute the accuracy of information we have reported. If you think any information about your Account that we have reported to a credit bureau is incorrect, or if you think that you have been the victim of identity theft in connection with your Account or in connection with any other loan or extension of credit made by us, you can notify us by calling us toll-free at (855) 570-3732 or writing to us at LendUp Card Services, Inc. at 237 Kearny Street #197, San Francisco, CA, 94108, Attn: Fraud/Dispute. Include your name, address, Account number, telephone number and a brief description of the issue. If available, please include a copy of the credit report in question. We will research your issue and will let you know if we agree or disagree with you. If we agree with you, we will contact the consumer reporting agency we reported to and request a correction.

If you believe that you have been the victim of identity theft, you should send us a police report or written statement in a form we provide you alleging that you are the victim of identity theft for a specific debt. Once we receive your documentation, we will cease debt collection activity until we have reviewed the materials, determined that the debt is still collectible, complied with all obligations described in the Billing Rights Notice below and sent you a written notice describing the basis for our determination.

All bankruptcy notices and related correspondence to us must be sent to us at LendUp Card Services, Inc., 237 Kearny Street #197, San Francisco, CA, 94108, Attn: Bankruptcy Notice. You must notify us of any changes to your name, mailing or email address, home, cell or business phone number, employment or income within 15 days of such change. You can notify us by calling us toll-free at (855) 570-3732 from outside the country, or by writing us at LendUp Card Services, Inc., 237 Kearny Street #197, San Francisco, CA, 94108.

Unauthorized Use of Your Card or Account: You agree to promptly notify us if you believe that your Card has been lost or stolen or that someone has used or may use your Card or Account without your permission. You agree to assist us in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of your Card or Account and to comply with such procedures as we may reasonably require in connection with our investigation, including the filing of one or more reports with the appropriate law enforcement authorities. Subject to applicable law, you acknowledge and agree that we may terminate our investigation if you fail to provide us with any such assistance or to comply with such procedures, and we otherwise have no knowledge of facts confirming the unauthorized use of your Card or Account. In such circumstances, we will deem any such use as having been authorized by you and you will be liable for the amount of any transactions plus interest charges and fees incurred with any such use.

Governing Law: Except as provided in the Arbitration Agreement below, this Agreement and your Account are governed by federal law and, to the extent state law applies, the laws of California without regard to its conflicts of law principles.

Inadvertent Overcharges: It is not our intention to charge any interest charges, fees or other amounts in excess of those permitted by applicable law or this Agreement. If any interest charge, fee or other amount is finally determined to be in excess of that permitted by applicable law or this Agreement, the excess amount will be credited to your Account or refunded to you.

Collection Proceedings: To the extent permitted by applicable law, you agree that, in any collection proceeding by us or a direct or indirect purchaser of your indebtedness to us, unless you provide affirmative evidence, sufficient to the finder of fact, that our business records are incorrect, the records we maintain in the ordinary course of business, including monthly statements and/or summaries of information in our computer records, certified by any custodian of our records as accurate reflections of statements or information in our business records, provide adequate proof of the amounts due hereunder.

Headings: The section captions of this Agreement are inserted only for convenience and are in no way to be construed as substantive parts of this Agreement.

ARBITRATION AGREEMENT

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION AT EITHER PARTY'S REQUEST. UNLESS YOU PROMPTLY REJECT IT, THE ARBITRATION AGREEMENT WILL HAVE A SUBSTANTIAL AFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

THIS ARBITRATION AGREEMENT DOES NOT APPLY TO MEMBERS OF THE ARMED FORCES OR OTHER COVERED BORROWERS SUBJECT TO THE MILITARY LENDING ACT. IF YOU ARE A MEMBER OF THE ARMED FORCES OR A COVERED BORROWER AND HAVE A DISPUTE WITH US THAT CANNOT BE RESOLVED, YOU MAY PURSUE THE DISPUTE IN EITHER COURT OR BY ARBITRATION.

Agreement to Arbitrate: Maintaining good relationships with our customers is very important to us. We ask that you contact us immediately if you have a problem with your Account or a service we provide. Often a telephone call to us resolves the matter quickly and amicably. However, if you and we are unable to resolve our differences informally, you agree by opening or maintaining an Account with us, that if any dispute between you and us arises regardless of when it occurs, it will be settled using the following procedures: YOU AND WE AGREE AND UNDERSTAND THAT (1) YOU AND WE ARE GIVING UP THE RIGHT TO TRIAL BY JURY AND (2) THIS SECTION PRECLUDES YOU AND US FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. In addition, your agreement to arbitrate and waive trial by jury shall be applicable to parties acting on our behalf, including agents or independent contractors who collect your account on our behalf or purchase your account. This Arbitration Agreement is governed by the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1 et seq., and not by any state arbitration law. Except as set forth below, the parties agree to arbitrate any dispute or controversy concerning your Account or related products or services. Either party may request that the matter be submitted to arbitration.

Commencing an Arbitration: The party electing arbitration must notify the other of such election. This notice may be given before or after a lawsuit has been filed concerning the Claim or with respect to other Claims brought later in the lawsuit, and it may be given by papers filed in the lawsuit such as a motion to compel arbitration. If you elect arbitration you must notify us in writing at LendUp Card Services, Inc., 237 Kearny Street, #197, San Francisco, CA 94108. If we elect arbitration we will notify you in writing at your last known address on file.

Claim: A "Claim" is any unresolved claim, dispute or controversy between you and us, whether past, present or future, arising out of or related to this Agreement, your Account, products or services governed by this Agreement or the relationships resulting from this Agreement or your Account. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). Solely for purposes of this Arbitration Agreement, the terms "we," "us" and "our" also include any person or entity named as a co-defendant with us in a Claim asserted by you. Notwithstanding the foregoing, individual actions brought in small claims court (or your state's equivalent court) are eligible for arbitration; however, if the action is transferred, removed, or appealed to a different court, it shall be eligible for arbitration at either party's request.

Binding Arbitration: Binding arbitration is a means of having an independent third party (the arbitrator) resolve a dispute without using the court system, judges or juries. Either you or we can request binding arbitration. Each arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association (AAA), according to the Consumer Arbitration Rules of the AAA. A single arbitrator shall be appointed. If you have a question about the AAA, you can contact them as follows: American Arbitration Association, 1633 Broadway 10th Floor, New York, NY 10019, 1-800-778-7879, www.adr.org. If the AAA is unable to serve as administrator and you and we cannot agree on a replacement, a court with jurisdiction will select the administrator or arbitrator, provided that no company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in this Arbitration Agreement.

Powers and Qualifications of Arbitrators and Arbitration Procedures: All arbitrators will be required to be practicing attorneys or retired judges and will be required to be experienced and knowledgeable in the substantive laws applicable to the subject matter of the dispute. Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot obtain a waiver of the AAA's or arbitrator's filing, administrative, hearing and/or other fees, we will consider in good faith any request by you for us to bear such fees. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

Class Action Waiver: YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER. The arbitrator shall have no authority to conduct any class, private attorney general or other representative proceeding, and shall award declaratory or injunctive relief only in favor of the party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal.

Rights Preserved: This Arbitration Agreement and the exercise of any of the rights you and we have under this Agreement, does not stop you or us from exercising any lawful rights either of us has to use other available remedies; to comply with legal process; to obtain provisional remedies such as injunctive relief, attachment or garnishment by a court of appropriate jurisdiction; or to bring an individual action in court that is limited to preventing the other party from using or obtaining any provisional or self-help remedies and that does not involve a request for damages or monetary relief.

In California: If an action or proceeding is initiated before any court in California and neither you nor we request that the dispute be submitted to arbitration, then, upon motion by either you or us, the dispute shall be heard by an active attorney or a retired judge selected by the American Arbitration Association (AAA) who is then appointed by the court in which the action commenced, according to the reference provision of the California Code of Civil Procedure, Section 638 et seq. This reference process is not subject to a trial by jury; the trial is conducted before the active attorney or retired judge under California law.

Enforcement: You or we may bring an action, including a summary or expedited motion, to compel arbitration of Claims subject to arbitration, or to stay the litigation of any Claims pending arbitration, in any court having jurisdiction. Such action may be brought at any time, even if such claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Any dispute concerning the validity or enforceability of this Arbitration Agreement must be decided by a court; any dispute concerning the validity or enforceability of the Agreement as a whole is for the arbitrator. Failure or forbearance to enforce this Arbitration Agreement at any particular time or in connection with any particular Claims will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any additional or different agreement between you and us regarding arbitration must be in writing. If either you or we fail to submit to binding arbitration following a lawful demand, the party who fails to submit bears all costs and expenses incurred by the party compelling arbitration.

Survival and Severability of Terms: This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, the Account, or the relationship between you and us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity. If any portion of this Arbitration Agreement (except for the Class Action Waiver set forth above) is deemed invalid or unenforceable, the remaining provisions of the Arbitration Agreement shall remain in force. No portion of this Arbitration Agreement may be amended or waived absent a written agreement between you and us.

RIGHT TO REJECT: You may reject this Arbitration Agreement by mailing a signed rejection notice to LendUp Card Services, Inc., 237 Kearny Street, #197, San Francisco, CA 94108, Attn: Arbitration Rejection Notice, within thirty (30) calendar days after the date of this Agreement. Any rejection notice must include your name, address, email address, telephone number and Account number. This is the only manner you can reject this section. If you do that, only a court may be used to resolve any Claim. If you reject this Arbitration Agreement, that will not affect any other provision of the Agreement.

STATE NOTICES

California: A married applicant may apply for a separate account. After approval, each applicant shall have the right to use this account to the extent of the credit limit set by the creditor and each applicant may be liable for the amount extended under this account to any joint applicant. As required by law, you are hereby notified that a negative credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

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

Ohio: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Utah: As required by Utah 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.

Wisconsin: 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.

THE L CARD VISA® CREDIT CARD CARDHOLDER AGREEMENT YOUR BILLING RIGHTS

By: Beneficial State Bank

Your Billing Rights - Keep This Document for Future Use.

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

What To Do If You Find a Mistake on Your Statement.

If you think there is an error on your statement, write to us at: LendUp Card Services, Inc., 237 Kearny Street, #197, San Francisco, CA 94108.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automatic 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 letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable 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 ten (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 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 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 made to you, or if we own the company that sold you the goods or services.)
2. You must have used you credit card for the purchase. Purchases made with cash advances from an ATM do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: The L Card, Customer Service, P.O. Box 31481, Tampa, FL 33631-3481.

While we investigate, the same rules apply to the disputed amount as discussed above under the section entitled "While we investigate whether or not there has been an error." After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and do not pay, we may report you as delinquent.

