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CLEO CREDIT BUILDER CARDHOLDER AGREEMENT 2022

Cleo Credit Builder Cardholder Agreement 2022

Last Revised: August 2022

Cleo Credit Builder Card Important Disclosures and Agreement

Please keep these Cleo Credit Builder Card Truth in Lending Disclosure, Security Deposit

Electronic Funds Transfer Disclosure, and Cleo Credit Builder Card Agreement (“Agreement”)

for your records. The Cleo Credit Builder Card (“Card”) is offered by WebBank, Member FDIC

(“we”, “us” and our”).

You must provide information that is true, correct, and complete and keep this information up to

date. In addition, you certify that you have the legal capacity to enter into this contract and

furthermore that you agree to be held liable for payment of all amounts owing on the account.

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Important Disclosures

Cleo Credit Builder Card Truth in Lending Disclosure

Payment Information

All Charges made on this card are due and payable when you receive your periodic statement

Fees

Annual Fee: None

Transaction Fees:

- Card cash advance \$2.50*
- Foreign transaction None

Penalty Fees: None

*The ATM provider may also charge their own fee

Billing Rights: Information on your rights to dispute transactions and how to exercise those

rights is provided in your Cleo Credit Builder Card Agreement.



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Security Deposit

could be conducted as an Electronic Fund Transfer (“Transfer”). This Section includes Electronic

Fund Transfer Disclosures that supplement other disclosures in this Agreement.

a. Contact in event of unauthorized transfer if you believe there has been an unauthorized

transfer on your Security Deposit, email us at cleobuilder@meetcleo.com write us at

WebBank c/o Cleo AI Inc, 594 Broadway, Suite 701, New York, New York 10012 or call

us at call: +1 833 313 3171

b. Business days. For purposes of these disclosures, our business days are every day except

Saturdays, Sundays and federal holidays.

(b) Transfer Types and Limitations.

Account Access - The kinds of Transfers that may be made from your Security Deposit include

those Transfers that occur when adding funds to your Security Deposit and making manual

payments towards your Cleo Credit Builder Card balance. See section 4 of your Cleo Credit

Builder Card Agreement for information on funding your Security Deposit and Section 7 of your

Cleo Credit Builder Card Agreement for information about payments using your security



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you can

add or withdraw funds to your Security Deposit, however we will limit the making of manual payments towards your Cleo Credit Builder Card balance to twice a month.

2. Limitations on dollar amounts of transfers: The dollar amount of transfers from your

Security Deposit is limited to the amount in your Security Deposit. The total dollar amount you can add to your Security Deposit cannot exceed a total balance of \$25,000.

And the dollar amount of any transfer may be limited to by this maximum amount.

(c) Confidentiality We will disclose information to third parties about your Security Deposit or

the transfers you make:

(i) Where it is necessary for completing transfers, or

(ii) In order to verify the existence and condition of your Security Deposit for a third party, or

(iii) In order to comply with government agency or court orders, or

(iv) If you give us your written permission.

(d) Documentation

(1) Preauthorized credits. If you have arranged to have direct deposits made to your Security Deposit at least once every 60 days from the same person or company, we will



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find out whether or not the deposit has been made.

(2) Periodic statements. You will get a monthly Security Deposit statement unless there

are no transfers in a particular month. In any case you will get the statement at least quarterly.

(e) Financial institution's liability If we do not complete a transfer to or from your Security

Deposit on time or in the correct amount according to our agreement with you, we will be liable

for your losses or damages. However, there are some exceptions. We will not be liable, for

instance:

(1) If, through no fault of ours, you do not have enough money in your account to make

the transfer.

(2) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(3) There may be other exceptions stated in our agreement with you.

(f) Error Resolution Notice

Initial and annual error resolution notice

In Case of Errors or Questions About Your Electronic Transfers email us at



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701, New York, New York 10012, or call us at +1 833 313 3171 (option 3) as soon as you

can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60

days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and the email address linked to your Cleo Builder Account

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you

can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from

you and will correct any error promptly. If we need more time, however, we may take up

to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Security Deposit within 10 business days for the amount you think is in error,

so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not



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foreign-initiated transactions, we may take up to 90 days to investigate your complaint or

question. For newly established Security Deposits, we may take up to 20 business days to

credit your Security Deposit for the amount you think is in error.

We will tell you the results within three business days after completing our investigation.

If we decide that there was no error, we will send you a written explanation. You may ask

for copies of the documents that we used in our investigation.

Cleo Credit Builder Card Agreement

Section 1. Agreement to Terms

By applying for a Card Account, signing the Card or otherwise using or consenting to the use of

the Card Account, you agree to the terms and conditions of this Cardholder Agreement and that

this Agreement will govern your Card Account, the use of your Card, and all credit extended

under this Agreement. You also agree that your use of your Card Account, whether by use of

your Card or otherwise, will constitute your acceptance of, and will be subject to, this

Agreement.

Section 2: Definitions



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your

Card Account at any given time.

- “Billing Cycle” means the interval between billing statements. Each billing statement

shows a closing date. The statement closing date is the last day of the Billing Cycle for

that billing statement.

- “Business Day” means every day except Saturdays, Sundays and any bank or federal

holidays.

- “Cleo Builder Subscription” means the subscription tier available through the Cleo mobile application that permits consumers to apply for the Card Account.

- “Card” means any physical or virtual charge card issued to you that is associated with

your Card Account. We also refer to the Card as the Cleo Credit Builder Card.

- “Card Account” means your consumer credit account with WebBank that is subject to

this Agreement.

- “Carefree Credit Building” means a payment option where automatically each month the

funds you have in your Security Deposit are applied to the New Balance.

- “Credit Limit” is the amount of credit that we extend to you in connection with your Card Account



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your full payment by your Payment Due Date.

- “New Balance” means the total outstanding balance of your Card Account at the end of any Billing Cycle, as shown on your billing statement.
- “Payment Due Date” means the date that your New Balance is due.
- “Purchase” means your purchase of goods or services with the use of a Card Account.
- "Security Deposit" means the funds that you pledge to us as security for your Card Account.

Section 3: Disclosures

3.1 Important Disclosures

Your Cleo Credit Builder Card Truth in Lending Disclosure and Security Deposit Electronic

Funds Transfer Disclosure are incorporated as part of this agreement.

3.2 USA PATRIOT Act Disclosure: 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 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



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may also ask for your driver's license or other identifying information.

3.3 Military Annual Percentage Rate Disclosure

Federal law provides important protections to active duty 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 disclosure and a clear description of your payment obligation verbally, please

call: 1-833-313-3171

If you are a member of the armed forces or a dependent of such member who is covered by the

federal Military Lending Act, then (a) Section 22 (Arbitration) and Section 24 (Limitation of



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enforceable against you under the Military Lending Act, shall not apply to you.

3.4 Additional Disclosures

There are additional disclosures concerning your Card Account in other sections of this

Agreement, including the Reporting to Credit Reporting Agencies and Billing Rights sections.

3.5 State Disclosures

New Jersey Residents: Because certain provisions of this Agreement are subject to applicable

law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these

provisions, however, is void, unenforceable or inapplicable in New Jersey.

Ohio Residents: 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.

Married Wisconsin Residents: If you are married, by submitting your Card application you are

confirming that this Card obligation is being incurred in the interest of your marriage and your



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of the Wisconsin Statutes, or court order under Section 766.70 of the Wisconsin Statutes

adversely affects the interest of the creditor unless the creditor, prior to the time the credit is

granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the

adverse provision when the obligation to the creditor is incurred. If the Card for which you are

applying is granted, you will notify us if you have a spouse who needs to receive notification that

credit has been extended to you.

Section 4: Security Deposit

4.1 Purpose of Security Deposit

Your Card Account is secured by the Security Deposit that you are required to establish and

maintain in order to have the Card Account. A Security Deposit is required for us to issue you a

Card. We may in our sole discretion determine the minimum Security Deposit that is required for

us to issue you a Card. The Credit Limit we extend to you will equal the amount of your

Security Deposit. No interest will be paid on the Security Deposit. If you fail to make your



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Cardholder Agreement, you could lose all Funds in your Security Deposit. You understand and

agree that you have established and will maintain the Security Deposit as security for the Card

Account.

4.2 Funding your Security Deposit

You may add funds to your Security Deposit at any time, subject to the restrictions stated herein,

and only for the purpose of securing your Card Account. Funding the Security Deposit for any

other purpose is not permitted. You may only add funds to the Security Deposit through the

methods we make available. Your ability to add funds to your Security Deposit may also be

subject to limitations from the financial institution that holds the account you intend to use as a

source for funding the Security Deposit.

If you cancel your Cleo Builder Subscription, you may not add funds to your Security Deposit

during your pending state of cancellation.

4.3 Your Pledge, Grant and Assignment of Security Interest

You acknowledge that granting us a security interest in the funds you provide for the Security



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security interest in the funds you provide for the Security Deposit, including all proceeds of and

additions to such funds and any portion of the funds in excess of the Credit Limit. You grant us

this security interest to secure payment of any and all of your obligations to us arising under or

relating to the Card Account, including any expenses that we incur in enforcing your obligations

under this Agreement, where permitted by applicable law ("Debt"). You agree to take any actions

needed for us to perfect or protect the first lien position of our security interest in the funds your

provide for the Security Deposit. You represent that there are no current lawsuits or bankruptcy

proceedings that might affect our interest in the funds you provide for the Security Deposit. You

have not and will not transfer or offer or attempt to transfer or offer any interest in the funds you

provide for the Security Deposit to any person other than us.

4.4 Maintaining a Security Deposit Balance

You understand and agree that maintaining a balance greater than \$1 in your Security Deposit, or

any other amount that we determine is necessary in our sole discretion, is required to maintain



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amounts you owe in connection with the Card Account and your desired Credit Limit.

You cannot use any portion of the Security Deposit to secure any other extension of credit and

must keep the Security Deposit free of any liens, security interests, or other encumbrances other

than the security interest that you grant to us.

4.5 Withdrawals from your Security Deposit

You cannot make withdrawals from the Security Deposit while those funds are being used to

secure your Debt to us except as we otherwise permit. If we permit you to withdraw funds from

the Security Deposit, we will return the funds to you within 45 days.

4.6 Applying Security Deposit funds to your Card Account

You may request that we apply the funds in your Security Deposit to the outstanding balance for

your Card Account, either through Carefree Credit Building or as a manual payment as discussed

below, and we will apply such funds to your outstanding balance. However, any removal of

funds from your Security Deposit, will lower your Credit Limit.

If you are in Default under this Agreement or your Card Account is closed for any reason, we

will apply your Security Deposit towards any outstanding Debt and we may do so without any



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to your

Security Deposit in an amount that is greater than your outstanding Debt, we will immediately

apply such funds to your outstanding Debt and the remaining amount will be added to your

Security Deposit. Our rights under this Agreement are in addition to any others we have under

applicable law.

4.7 Your Security Deposit and Electronic Funds Transfers

For information about your electronic funds transfers in connection with your Security Deposit,

including your rights in the event of an error, see your Security Deposit Electronic Funds

Transfer Disclosure.

Section 5: Credit Limit

5.1 How your Credit Limit is Determined

Your Credit Limit is limited by the balance of your Security Deposit. Except as otherwise

provided herein, when you add funds to your Security Deposit, we will increase your Credit

Limit to the balance of your Security Deposit.

We may increase or decrease your total Credit Limit at our discretion.



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immediately when the Card is used at the merchant.

If you use your Card at a merchant where the pre-authorization amount may differ from the final

amount processed, for example gas stations and restaurants, we will attempt to prevent you from

exceeding your Credit Limit, which may result in a decline of your authorization.

Card cash advances via an ATM will decrease your Available Credit Limit immediately when the Card is used at the ATM. When

accessing cash at an ATM a limit of 90% of your Available Credit Limit is applied.

5.2 Understanding your Credit Limit

Your statement for your Card will show your Credit Limit and the amount of your Available

Credit Limit as of the closing date of your billing cycle. Your current Credit Limit and Available

Credit Limit can be found at any time using the Cleo app.

5.3 Respecting your Credit Limit

You promise not to engage in any transactions that will cause you to exceed your Credit Limit.

This means that your balance, including any transactions we have authorized but that have not

yet been processed, may not exceed your Credit Limit at any time.

If you attempt a transaction that would cause you to exceed your Credit Limit, we may in our



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authorization. If we do allow you to exceed your Credit Limit at any time, that does not obligate

us to do so any other time. Without limiting our other rights under this Agreement, including our

rights under the “Our Rights Upon Default” section, you agree that if you exceed your Credit

Limit at any time you will immediately pay us for the full amount of the excess over the Credit

Limit, as applicable.

Section 6: Using your Card

6.1 Where and how you can use your Card

Subject to your Credit Limit, you may use your Card to make Purchases so long as you are not in

Default of this agreement. We, however, are not required to authorize or permit any Purchase

and may limit or suspend your ability to make a Purchase at any time in our sole discretion.

Subject to a limit of 90% of your Available Credit Limit, you may use your Card to access a cash advance at an ATM so long as you

are not in Default of this agreement. We, however, are not required to authorize or permit any attempt to access cash at an ATM

and may limit or suspend your ability to access cash at an ATM at any time in our sole discretion.

6.2 Authorizations



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stations) may result in temporary authorizations for amounts greater than the actual Purchase

amount. If this happens, it will make less credit available to you on your Card Account for

several days (usually until the date the actual Purchase amount is received by us from the

merchant).

6.3 Limitations on use of your Card

You agree to use your Card only for personal, family, or household purposes. You also confirm

that your Card will not be used for purposes that are illegal under federal or state law, including

without limit illegal gambling activity. We reserve the right to deny transactions or authorizations

from merchants that appear to be engaged in illegal activities. We are not responsible if anyone

does not allow you to use your Card or refuses to accept your Card. We may decline any

transaction at any time for any reason in our discretion.

If you give your Card to any other person to use or otherwise authorize any person to use your

Card, you will be responsible for that person's use of your Card and anyone else they allow to



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transactions with your Card.

Section 7: Card Payments

7.1 Promise to Pay

You promise to pay us all amounts you owe on your Card Account, including without limitation,

the total amount of all Purchases and all other charges described in this Cardholder Agreement.

You must make a payment every month that your Card Account reflects a New Balance (the

“New Balance” is the entire amount that you owe us at that time). If you do not pay your New

Balance in full by the payment due date as reflected on your billing statement, it will be

considered late and you will be in Default. See “Our Rights Upon Default” in Section 8, below,

for consequences of Default.

7.2 How we Calculate your New Balance Due

This is a secured charge card, which means it must be paid in full every month. To calculate your

balance each month, the New Balance, we begin with the outstanding balance from the previous

month, and add purchases and transactions posted to your account associated with the Card. We



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Payment Due Date, you agree that we may consider your Card Account to be in Default, and

funds from your Security Deposit may be applied to satisfy the outstanding balance.

7.3 When your Payment is Due

Payments must be made using the Cleo mobile application and must be made in full each month

by the applicable due date. Each month, you will be provided a periodic statement showing your

New Balance, Payment Due, and the Payment Due Date.

You may choose to make payments automatically using the funds in your Security Deposit,

which is called “Carefree Credit Building,” or to pay manually, either from an additional

payment method you have provided within the Cleo application or the funds in your Security

Deposit.

7.4. Carefree Credit Building

Carefree Credit Building is one of your payment options where each month, by your Payment

Due Date, we apply the funds in your Security Deposit to the New Balance on your Card. If you

enable Carefree Credit Building, funds from your Security Deposit will be applied to your New



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amount that will be automatically applied in the same communication notifying you that your

statement is available. When the amount from your Security Deposit is applied, your Available

Credit Limit will be reduced until you replenish your Security Deposit balance.

We will notify you before and after the Security Deposit is applied to your New Balance.

If you want to opt out of or into Carefree Credit Building, you may do so at any time by simply

visiting the “Spend Tab” within the Cleo mobile application, and use the “Manage,” feature.

7.5 Manual Payments

You may also pay your New Balance each month manually. You may make a manual payment

by requesting that we apply the funds in your Security Deposit to the New Balance, or by using

any other payment method we make available to you. If you choose to manually repay, you must

ensure we receive your payment in a timely manner.

7.6 Payment Timing

To ensure a timely payment, we must receive your payment by 5 p.m. Eastern Time on a

Business Day in order to be credited to your Card Account on that day. More details on how to



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Section 8: Our Rights on Default

8.1 Reasons for Default

You will be in “Default” under this Agreement if:

- You fail to pay any balance due by its due date;
- You exceed your Credit Limit;
- You fail to meet the conditions of, or to perform any obligation under this Agreement or

any other agreement relating to the Card or your Cleo Builder Subscription;

- You have given misleading information or made misrepresentations in connection with

your Card Account;

- Any government authority takes action against you that we believe adversely affects your

financial condition or ability to repay your Card; or

- You file a bankruptcy petition, a bankruptcy petition is filed against you, or you make a

general assignment for the benefit of creditors.

8.2 Our Rights Upon Your Default

If you are in Default, we may:

- Apply your Security Deposit to pay any and all amounts owed in connection with your

Card Account;



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Deposit;

- Accelerate any amount that you owe such that it is immediately due;
- Suspend your Card Account and/or not authorize new transactions;
- Close your Card Account and/or cancel your Card; and/or
- Exercise any other right that we have under this Agreement or applicable law to enforce

our rights.

8.3: Cleo Builder Subscription

To maintain access to the Card Account, your Cleo Builder Subscription must remain in good

standing. If you fail to make any required subscription payments or otherwise are in default in

connection with your Cleo Builder Subscription, then you also are in breach of this Agreement.

If you have chosen to cancel your Cleo Builder Subscription, you will be able to spend up to

your approved Credit Limit until the end of your current subscription period. At the end of that

subscription period, your Card Account will be closed.

Section 9: Fees

a. Annual Fee. There is no annual fee on your Card Account.

b. Late Payment Fee. If payment of your New Balance in full is not received by your payment



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will be in Default. See "Our Rights Upon Default" for consequences of Default.

c. Foreign Transaction Fees. There is no fee for foreign transactions. However you will be

subject to VISA exchange rates. See "Foreign Transactions" below for more information.

d. ATM Card Cash Advance: \$2.50. In addition, your ATM provider may charge their own fee.

f. Fees for Other Services. We may charge you other fees for services associated with your Card

Account that you request in accordance with applicable law.

Section 10: Reporting to Credit Reporting Agencies

10.1 What and When We Report

Each month, we may report your credit history, including your positive repayment and length of

tenure, to any of the three credit reporting agencies. Although timely payment of your Credit

Builder Card is one aspect required for credit score improvement and therefore use of the Credit

Builder Card may boost your credit score, impact to scores may vary and some cardholders'

scores may not improve. Therefore, we make no guarantee regarding the improvement of your

credit score.

10.2 When We Issue Negative Reports



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YOUR CREDIT HISTORY WITH US MAY BE SUBMITTED TO A CREDIT-
REPORTING

AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT
OBLIGATIONS.

LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR CARD
ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

10.3 Disputing Information Reported to Credit Reporting Agencies

If you believe that we have furnished any inaccurate information relating to your Card
Account

to any consumer reporting agency, you may notify us at the following address:
WebBank c/o

Cleo AI Inc, 594 Broadway, Suite 701, New York, New York 10012. You may also
email us at

cleobuilder@meetcleo.com. To help us respond to your notification, you must
provide us

sufficient information to identify the account at issue (such as your Card Account
number), the

information you are disputing, and the nature of the dispute. You may also include
supporting

documentation. Depending on the nature of the dispute, we may request supporting

documentation from you. You also have the right to dispute information reported
about you with

the applicable consumer reporting agency.

Section 11: Card Account Closure



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Cleo mobile

application or by contacting our dedicated support team at cleobuilder@meetcleo.com. We will

cancel your Card Account we receive notice from you and have a reasonable opportunity to

process the notice.

You agree that we are not responsible for any costs, damages, or inconvenience you may suffer

as a result of our cancelling your Card Account.

11.2 Account Closure Does Not Affect Promise to Pay

Cancellation of the Card and the Card Account, whether by your or by us, does not relieve you

from your obligation to pay all amounts that you owe. You will remain responsible and must pay

for all credit owed to us (extended to you or arising from use of your Card Account prior to or

subsequent to cancellation) or any other Debt you owe us.

Section 12: Cards

12.1 Card Information

Any Cards that we issue to you belong to us. We, a merchant, or any party acting on our behalf,

may retain your Card without prior notice to you. You agree to sign your Card in the space



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expiration date. We have the right to not renew your Card or Card Account. If we have not

terminated your Card Account or exercised our right not to renew your Card Account, we will

send you a new Card when your prior Card expires.

12.2 Flagging your Card is Lost or Stolen

If you realize that your Card has either been lost or stolen, you agree to contact us

immediately - either through the Cleo mobile application or by emailing

cleobuilder@meetcleo.com. You are able to add a temporary block to your card within the Cleo

mobile application to prevent further purchases on your card whilst you confirm the status of

your Card.

Section 13: Liability for Certain Unauthorised Card Transactions

Contact us IMMEDIATELY if you believe your Card has been lost or stolen, your credentials

have been compromised, or your Card Account has been accessed without your permission. You

will not be liable for any such unauthorized transactions made on your Card Account that occurs

after you notify us. You may, however, be liable for unauthorized use that occurs before your

notice to us. In any case, your liability will not exceed \$50. You may not use the Card or any



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you get the Card back.

Section 14. Error Adjustments

If funds are transferred or credited to your Card Account or Security Deposit by mistake or

other error, we may correct the situation by deducting the amount of the erroneous transfer or

credit from your Card Account or Security Deposit without prior notice to you.

Section 15: Billing Rights

15.1 Billing Rights Overview

Each month while your Card Account is open, we will provide you a billing statement showing

your New Balance and the Payment Due Date. If you have consented to receive electronic

disclosures, we will provide the billing statement to you electronically by notifying you by email

that your billing statement is available. When you receive this email, you will need to login to

your Card Account in the Cleo Application to view and print your billing statement. We may

discontinue sending billing statements to you if we deem your Card Account to be uncollectible

or if we sent your Card Account to an attorney or other third party for collection purposes.

15.2 Billing Errors



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Billing Act.

What To Do If You Find A Mistake On Your Billing Statement:

If you think there is an error on your billing statement, write to us at:

WebBank c/o Cleo AI Inc, 594 Broadway, Suite 701,

New York, New York 10012

Or

Cleobuilder@meetcleo.com

In your communication, give us the following information:

- Account information: Your name and Card 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 billing statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop

payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not

required to investigate any potential errors and you may have to pay the amount in question.



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1. Within 30 days of receiving your communication, we must tell you that we received your

communication. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your communication, 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 billing statement.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

- If we made a mistake: You will not have to pay the amount in question or any other fees

related to that amount.

- If we do not believe there was a mistake: You will have to pay the amount in question.

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.



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days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent

without also reporting that you are questioning your bill. We must tell you the name of anyone to

whom we reported you as delinquent, and we must let those organizations know when the matter

has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you

question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Card Purchases:

If you are dissatisfied with the goods or services that you have purchased with your Card, and

you have tried in good faith to correct the problem with the merchant, you may have the right not

to pay the remaining amount due on the Purchase.

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

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.)

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If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us in

writing at:

WebBank c/o Cleo AI Inc, 594 Broadway, Suite 701,

New York, New York, 10012

Or

Cleobuilder@meetcleo.com

While we investigate, the same rules apply to the disputed amount as discussed above. After we

finish our investigation, we will tell you our decision. At that point, if we think you owe an

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

Section 16: No Waiver of Rights

We may delay in enforcing our rights under this Agreement without losing those rights or any

other rights. We may waive enforcement of our rights in one or more instances without waiving

those rights or any other rights in other instances.

Section 17: Our Communications with You

You expressly authorize us (which includes, for purposes of this paragraph, our affiliates, agents,



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contact you to service your Card Account or to collect amounts you owe at any number (a) you

have provided to us (b) from which you called us, or (c) which we obtained and believe we can

reach you at (including wireless, landline and Voice Over Internet Protocol numbers). You agree

that we may contact you in any way, such as calling, texting, and may contact you using an

automated dialer or using artificial or pre-recorded messages. You understand that anyone with

access to your telephone may listen to or read the messages we leave or send you, and you agree

that we will have no liability for anyone accessing such messages. You further agree that we

may contact you on a mobile, wireless, or similar device, even if you are charged for it by your

provider of telecommunications, wireless and/or data services, and you agree that we will have

no liability for such charges. You also agree that we may contact you to service your Card

Account or to collect amounts you owe at any email address you have provided to us or that we

otherwise believe is associated with you. You agree that you are the owner and/or primary user



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If this is no longer true as to any such telephone number or email address.

Section 18: Assignments and Transfers

You may not transfer or assign any rights or obligations you have under this Agreement without

our prior written consent. Your obligations under this Cardholder Agreement shall be binding

upon your estate or personal representatives. We may assign this loan and any of our rights and

obligations under this Agreement, in whole or in part, without your permission and without any

notice to you.

Section 19: Foreign Transactions

You may choose to use your Card to make a Purchase in a foreign country (a “Foreign

Transaction”). If your Foreign Transaction is in a currency other than U.S. dollars, the transaction will be converted into a U.S. dollar amount by Visa International Inc., using the

procedures established by Visa International, Inc., based on the exchange rate in effect at the

time the transaction is processed. The exchange rate between the transaction currency and the

billing currency used for processing Foreign Transactions is a rate selected by Visa from the



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which may vary from the rate Visa itself receives, or a government-mandated rate in effect for

the applicable central processing date, in each instance. There is no Foreign Transaction Fee as

disclosed in the table at the top of this Agreement. We monitor your Card Account for signs of

potential fraud, which could include the use of your Card in a manner that is out of the ordinary.

If you are planning on using your Card in a foreign country (for example, if you are traveling

abroad) please let us know in advance. Otherwise it is possible that your Foreign Transactions

may be delayed or declined. There are some countries in which we are required by law to block

transactions and some countries for which we will not authorize the use of your Card Account

due to fraud, terrorism or other concerns. Those countries change from time to time, so contact

us in advance if you are planning on using your Card in a foreign country and want to confirm

that the Card can be accepted in that country.

Section 20: Disclosure of Information to Third Parties

By requesting, obtaining or using a Card from us you agree that we may release information in



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court orders; (b) to share your credit performance with credit reporting agencies (c) to share

information with our employees, agents or representatives performing work for us in connection

with your Card Account; (d) as otherwise permitted by our privacy policy, or (e) as otherwise

permitted by applicable law.

Section 21: Governing Law

This Agreement is entered into between you and us in the State of Utah and we extend credit to

you from Utah. This Agreement will be governed by and construed in accordance with federal

law, including the Federal Arbitration Act, and to the extent that state law applies, in accordance

with the laws of the State of Utah without giving effect to any principles that provide for the

application of the law of another jurisdiction.

Section 22: Arbitration Provision

The following arbitration provision (the “Arbitration Provision”) does not apply to you if you are

a covered borrower under the Military Lending Act. Please read this Arbitration Provision

carefully because you are waiving the right to have disputes heard by a judge and jury and you



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You may choose to have this Arbitration Provision not apply to this Agreement and your Card

Account by following the instructions below under “Opt-Out Right.” This paragraph describes

how all Claims (as defined below) will be arbitrated, at the election of you or us, on an individual

(non-class, non-representative) basis instead of litigated in court.

22.1 Definitions

The term “Claim” means any claim, dispute, or controversy between you and us arising from or

relating to your Card, your Card Account, or this Agreement, as well as any related or prior

agreement that you may have had with us or the relationships resulting from this Agreement. It

includes claims related to the validity, enforceability, coverage, or scope of this Arbitration

Provision to the maximum extent permitted by the FAA. Claims arising in the past, present, or

future, including Claims arising before the execution of this Agreement, are subject to

arbitration. Claim also includes, without limitation, claims that arise from or relate to any

application for the Card Account or any advertisements, promotions, or statements related to



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corporate affiliates, any licensees, predecessors, successors, assigns, any purchaser of any

accounts, Cleo, all agents, employees, directors and representatives of any of the foregoing, and

other persons referred to below in the definition of Claims. Claim also includes claims of every

kind and nature, including but not limited to initial claims, counterclaims, cross-claims,

third-party claims, and claims based upon contract, tort, fraud, and other intentional torts,

statutes, regulations, common law, and equity. Claims and remedies sought as part of a class

action, private attorney general action, or other representative action are subject to arbitration on

an individual (non-class, non-representative) basis, and the arbitrator may award relief only on

an individual (non-class, non-representative) basis. This includes injunctive relief, which the

arbitrator may award relief only on an individual, non-public basis, subject to subsection (e)

below. The term "Claim" is to be given the broadest possible meaning that will be enforced.

"Administrator" means the American Arbitration Association, 335 Madison Avenue, New York,



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92614, www.jamsadr.com, (949) 224-1810.

22.2 Right to Elect Arbitration

We or you have the right to require that each Claim be resolved by arbitration on an individual

(non-class, non-representative) basis. A Claim will be arbitrated if (i) both we and you or (ii)

only one or the other of we or you, exercise the right to require that the Claim be arbitrated. If,

for example, we exercise our right to require that the Claim be resolved by arbitration, but you

do not also exercise your right to require that the Claim be arbitrated, the Claim will be resolved

by arbitration. If neither we nor you request arbitration, the Claim will not be resolved by

arbitration and instead will be litigated in court. We will not elect arbitration for any Claim you

file in small claims court, so long as the Claim is individual and pending only in that court. The

Administrator's authority to resolve Claims is limited to Claims between you and us alone, and

the Administrator's authority to make awards or decisions is limited to you and us alone.

Furthermore, Claims between you and us may not be joined or consolidated in arbitration with



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all parties. However, corporate affiliates are considered one person for the purposes of this

paragraph. No arbitration award will have any preclusive effect as to issues or claims in any

dispute involving anyone who is not a party to the arbitration. This arbitration provision is made

pursuant to a transaction involving interstate commerce and will be governed by the Federal

Arbitration Act (the "FAA") (9 U.S.C. §1, et seq.).

22.3 No Jury Trial or Class Claims

If we or you request arbitration of a Claim, we and you will not have the right to litigate the

Claim in court. This means (i) there will be no jury trial on the Claim, (ii) there will be no

pre-arbitration discovery except as the Administrator's rules permit, and (iii) no Claim may be

arbitrated on a class-action, private attorney general, or other representative basis, and neither we

nor you will have the right to participate as a representative or member of any class or group of

claimants pertaining to any Claim subject to arbitration. We or you may elect to arbitrate any

Claim at any time unless it has been filed in court and trial has begun or final judgment has been



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The party initiating an arbitration shall select an Administrator from the organizations listed

above. If none of the Administrators listed above will accept the arbitration, the arbitration will

be administered by an administrator, or adjudicated by an arbitrator, upon which you and we

agree in writing (and in such event, the defined term Administrator shall include such other

person). The arbitration shall be governed by the procedures and rules of the Administrator and

this Agreement, which need not apply federal, state or local rules of procedure and evidence.

The Administrator's procedures and rules may limit the discovery available to you or us. You

can obtain a copy of an Administrator's procedures and rules by contacting the Administrator. A

single, neutral arbitrator will resolve the Claims. The arbitrator will be either a lawyer with at

least ten years' experience or a retired or former judge, selected in accordance with the rules of

the Administrator. In the event of any conflict or inconsistency between this arbitration

provision and the Administrator's rules or other provisions of this Agreement, this arbitration



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information and other confidential information if requested to do so by you or us.

Arbitration

hearings for Claims by or against you will take place in the federal judicial district in which you

reside. If you make a request to us in writing, we will temporarily advance to you the filing,

administrative, and hearing fees for the arbitration of your Claim against us (but not if the Claim

is against you) in excess of any filing fee you would have been required to pay to file the Claim

in a state or federal court (whichever is less) in the judicial district in which you reside. At the

end of the arbitration, the arbitrator will decide if you have to repay the advance (and if you do

have to repay, you agree to do so). Unless applicable law requires otherwise, we will pay our,

and you will pay your, lawyers', experts', and witnesses' fees. The arbitrator will apply

applicable substantive law consistent with the FAA and applicable statutes of limitations, will

honor claims of privilege recognized at law, and will have the power to award to a party any

damages or other relief provided for under applicable law. The arbitrator will make any award in

writing and, if requested by you or us, will provide a brief statement of the reasons for the award.



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Injunction If

such a waiver is permitted by the FAA. However, this Arbitration Provision shall not be

construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if

(a) you reside in California, (b) you resided in California at the time you entered into the

Agreement, or (c) your billing address for this Loan is a California address. If you meet one of

these conditions or if a court decides that such a public injunction waiver is not permitted, and

that decision is not reversed on appeal, all other Claims will be decided in arbitration under this

Arbitration Provision and your Claim for a public injunction then will be decided in court. In

such a case the parties will request that the court stay the Claim for a public injunction until the

arbitration award regarding individual relief has been entered in court. You agree that you will

request such a stay when required. In no event will a claim for public injunctive relief be

arbitrated.

22.6 Arbitration Award and Appeals



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arbitrator's decision regarding any claims will be final and binding, except for any appeal right

under FAA. The appealing party will pay the appeal costs. This Agreement to arbitrate shall

survive any suspension, termination, revocation of the Agreement or your Card Account, and any

bankruptcy to the extent consistent with applicable bankruptcy law.

22.7 Enforcement of this Arbitration Provision

If any part of this Arbitration Provision cannot be enforced, the rest of the arbitration provision

will continue to apply. However, an arbitrator cannot enlarge his or her authority over the

adjudication of Claims beyond that provided by this arbitration provision by enforcing only part

of this arbitration provision. If an arbitrator determines that applicable law requires this

Arbitration Provision to be enforced in a way that would result in greater authority over Claims

than otherwise allowed, such as the adjudication of claims on a class or representative basis or

other non-individual basis, then the arbitrator must decline to hear the dispute and shall refer the

parties to a court or other body with sufficient authority. In the event of any conflict or



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of this Agreement, this Arbitration Provision will govern.

22.8 Opt-Out Right

You may reject this Arbitration Provision by mailing a signed rejection notice to [WebBank c/o

Cleo AI Inc, 594 Broadway, Suite 701, New York, NY 10012] within thirty (30) calendar days of

the date that you execute this Agreement. Your rejection notice must include the following

information: your name, physical address, e-mail and address, and telephone number, and a

statement that you are rejecting this Arbitration Provision.

Section 23: Force Majeure

Unless otherwise required by applicable law, we are not responsible and will not incur liability to

you for any failure, error, malfunction or any delay in carrying out obligations under this

Agreement if such failure, error or delay results from causes that are beyond our reasonable

control (including, but not limited to inclement weather, fire, flood, acts of war or terrorism, and

earthquakes).

Section 24: LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW WEBBANK AND



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ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES, INCLUDING DAMAGES UNDER WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER CLAIMS, ARISING OUT OF OR RELATING TO YOUR USE OF THE CARD ACCOUNT, EVEN IF WE OR CLEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES THE CLEO PARTIES WILL ALSO NOT BE LIABLE TO YOU FOR ANY USE OF INFORMATION, DATA, OR OTHER MATERIAL TRANSMITTED VIA THE CLEO APPLICATIONS, CLEO WEBSITE, OR FOR ANY ERRORS, DEFECTS, INTERRUPTIONS, DELETIONS, OR LOSSES RESULTING FROM, INCLUDING LOSS OF PROFIT, REVENUE, OR BUSINESS, ARISING IN WHOLE OR IN PART FROM THE CLEO APPLICATIONS OR CLEO WEBSITE.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS



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AGREEMENT. THE LIMITATIONS IN THIS AGREEMENT WILL APPLY EVEN IF ANY

LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Section 25: Change in Terms

Subject to the limitations of applicable law, we may at any time change, add to, or delete any of

the terms and conditions in this Agreement. We will give you notice of any change, addition, or

deletion as required by applicable law. Such changed terms will apply to new transactions and to

the outstanding balance of your Card Account as of the effective date, to the extent permitted by

applicable law.

Section 26. Severability

If any provision of this Agreement is determined to be void or unenforceable under any

applicable law, rule or regulation, all other provisions of this Agreement will remain enforceable.

Section 27. Entire Agreement

This Agreement, including all documents incorporated by reference, constitutes, and contains the

entire agreement between you and us with respect to the matters addressed in the Agreement and



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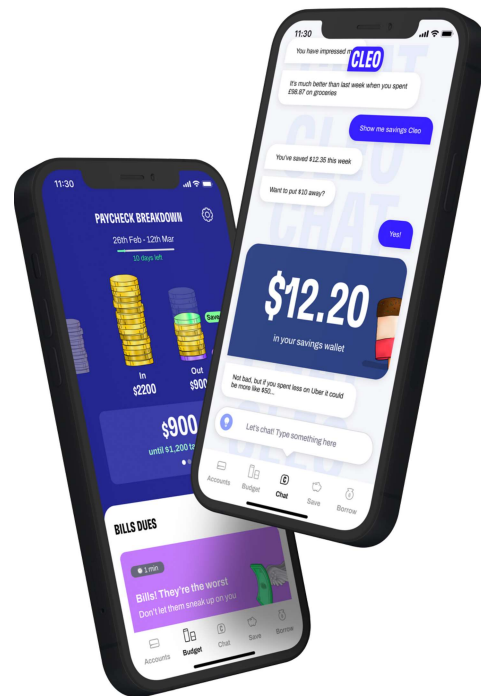
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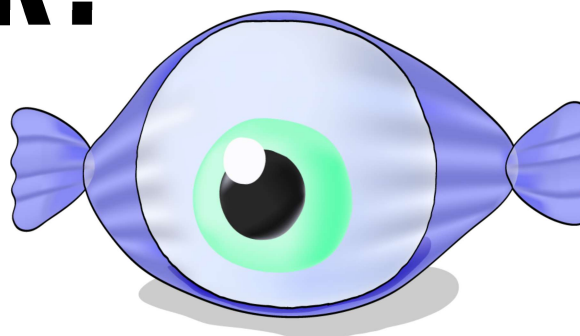
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ADDRESS

Cleo AI INC,
150 West 25th Street, RM 403
New York City, NY
10001

Contact: team@meetcleo.com

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