

## ACCOUNT OPENING DISCLOSURES FOR YOUR OPPFI® CARD

### PRICING INFORMATION

The OppFi® Card issued by First Electronic Bank

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>29.99%</b>
APR for Cash Advances	<b>29.99%</b>
Paying Interest	Your due date is at least 23 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.
Minimum Interest Charge	If You are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying or using a credit card, visit the Consumer Financial Protection Bureau's website at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

Fees	
Annual Fee	
Program Fee	<b>\$0</b>
Annual Fee	<b>\$99</b>
Transaction Fees	
Cash Advance Fee	Either <b>\$5</b> or <b>5%</b> of the amount of each cash advance, whichever is greater
Foreign Transaction Fee	<b>2%</b> of each transaction in U.S. Dollars.
Penalty Fees	
Late Payment Fee	Up to <b>\$39</b>
Returned Payment Fee	Up to <b>\$39</b>

**How We Will Calculate Your Balance:** We use a method called "Daily Balance Method (including current transactions)." See the "Interest Charges" section of the Cardholder Agreement for more details.

**Billing Rights:** Information on Your rights to dispute transactions and how to exercise those rights is provided in the "Your Billing Rights" section of the Cardholder Agreement.

**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, based on the credit line of \$1,000, your initial available credit will be \$901.

**Cash advances are not available for a minimum of the first 90 days after account opening.**

**THIS AGREEMENT REQUIRES CLAIMS TO BE ARBITRATED AND FORBIDS CLASS ACTIONS UNLESS YOU (1) ARE SUBJECT TO THE PROTECTIONS OF THE MILITARY LENDING ACT OR (2) EXERCISE YOUR RIGHT TO REJECT ARBITRATION AS PROVIDED IN THE ARBITRATION PROVISION OF THIS AGREEMENT.**

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## **The OppFi® Card Cardholder Agreement**

### **Welcome to The OppFi® Card issued by First Electronic Bank!**

Thank You for opening an online credit card *Account* with us.

This OppFi® Card Cardholder Agreement and the Account Opening Disclosures for Your OppFi Card ("Account Opening Disclosures") (together, the "Cardholder Agreement" or Agreement) outlines the terms and conditions under which The OppFi® Card Mastercard (the "Card") is issued to You by First Electronic Bank, an FDIC-insured, state-chartered bank headquartered in Salt Lake City, Utah. To make the Agreement easy to understand, we will use the following pronouns: "You", "Your", and "Yourself" mean each applicant for the *Account*; any person responsible for paying the *Account*; and anyone You authorize to use, access or service the *Account*. "we," "us," "our," "First Electronic Bank" means First Electronic Bank, Member FDIC; and its agents, authorized representatives, successors, assignees and service providers. All *Cards* are issued by First Electronic Bank. First Electronic Bank is the lender of every loan made to You through the use of Your Card or *Account*. The meanings of the terms You see in *italics* appear in the **Glossary** Section.

Please review the Agreement in detail to be sure You understand all of the terms and conditions with using this *Card*. There are two main parts to this Agreement: the **Account Opening Disclosures**; and this **Cardholder Agreement**, which includes an **Arbitration Provision** and **Your Billing Rights**. The **Account Opening Disclosures** show the primary pricing terms for this Card for new accounts available under this Agreement. The **Cardholder Agreement** contains important information related to how we will administer the credit card program, and **Your Billing Rights** summarizes certain rights provided to You by law that are related to billing on Your *Account*. The Agreement also includes any other disclosures or notices that are referenced or issued to You by us.

### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW**

**ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for You: When You open an account, we will ask for Your name, address, date of birth, and other information that will allow us to identify You. We may also ask to see Your driver's license or other identifying documents.

## **Things You Should Know About This Card**

***Acceptance and Use of This Account; Promise to Pay:*** By accepting a *Card*, activating or using the *Account*, or allowing someone else to do so, You agree to and accept the terms of this Agreement, as such terms may be changed from time to time by us. You may use Your *Account* only for personal, family, or household purposes, and not for any business, commercial or investment purpose. You should sign the back of Your *Card* before using it. You promise to pay us the amount of all transactions, interest, fees and other amounts charged to Your *Account*.

You may make *Purchase* transactions and *Cash Advance* transactions up to Your applicable *Credit Limit* either by presenting Your *Card* to a merchant, or by using Your *Card* or *Account* number over the telephone, internet or some other electronic method, to complete such transactions.

Certain mobile phones or other electronic devices can be provisioned to function as a *Card*, such as by storing and/or accessing *Account* data (for example, through a mobile wallet). Transactions using such devices can proceed like an online transaction over the internet, or can function like a traditional credit card. If You have enabled Your *Card* or *Account* to be used through such a device, any such electronic device constitutes a "*Card*" under this Agreement. Applications that enable Your electronic devices to function as a *Card* may be subject to separate terms and conditions. We are not responsible if a transaction violates such terms and conditions. However, any such transactions accessing Your *Card* or *Account* subject to any such terms and conditions are also subject to this Agreement.

If Your mobile phone or other electronic device can function as a *Card*, You are solely responsible for protecting it in the same manner as protecting a plastic credit card or *Account* information. Giving another person a device that functions as a *Card* and/or any information necessary to use the device as a *Card* has the same consequence for You as permitting such person to use Your *Account*.

You may be able to establish recurring periodic billing arrangements with various merchants, and it will be Your responsibility to ensure such merchants are provided with current *Account* information. If Your *Account* information changes, such as a change in *Account* number or *Card* expiration date, You consent to our providing such new *Account* information, at our discretion, to any or all such merchants, but we are not obligated to do so. If Your *Account* is closed or Your charging privileges are suspended, You will need to contact such merchants to stop the automatic transactions.

You may not use Your *Account* to obtain cash advances in the first 90 days after *Account* opening. At any time, you may not use Your *Account* for balance transfers or for "quasi-cash" or cash equivalent transactions, which include, but are not limited to, purchases of wire transfers, money orders, traveler's checks, foreign currency, lottery tickets, off-track bets and casino gambling chips. If You are somehow able to use Your *Account* for a transaction of this type, You agree to repay any amount(s) for such transactions upon demand.

## **Additional Information Regarding Interest Charges and Fees**

Your *Account* is subject to the following *Interest Charges* and *Fees*, each of which will be charged to Your *Account* as a *Purchase* or *Cash Advance*, as applicable, for the purpose of calculating *Interest Charges*, as disclosed to You in Your *Statements* and other *Truth in*

*Lending Disclosures.* (This results in a type of daily compounding.) The amount of *Fees* (not including *Fees* for optional services and penalty *Fees* like Late Payment Fees and Returned Payment Fees) assessed to Your *Account* during the first year after *Account* opening will not be more than 25% of Your initial *Credit Limit*.

### **Interest Charges**

Subject to any grace period for new *Purchases*, *Interest Charges* are imposed from the time a *Purchase* or *Cash Advance* is posted to Your *Account* until it is paid in full.

### **How to Avoid Interest Charges on New Purchases (Grace Periods)**

If You pay the previous Balance on Your prior *Statement* in full on or before the due date shown on the *Statement*, *Interest Charges* will not be imposed on new *Purchases* paid on or before the due date of Your current *Statement* (which will be at least 23 days from the *Billing Cycle* close date). There is no grace period for transactions or related fees that post to Your *Account* as *Cash Advances*. These transactions and related fees are subject to *Interest Charges* from the date of the transaction and there is no time in which You can pay the balance of a *Cash Advance* to avoid *Interest Charges* on *Cash Advances*.

### **How are the Interest Charges calculated?**

We use the Daily Balance Method (including current transactions) to calculate the *Interest Charges* for each *Billing Cycle*. We calculate the *Interest Charges* separately on the *Purchase* balance and the *Cash Advance* balance that is subject to an *APR*. We figure the *Interest Charges* on the *Purchase* balance and *Cash Advance* balance by multiplying the "Daily Balance" for each balance type by the respective *Daily Periodic Rate* that applies to that balance. We calculate this each day of the *Billing Cycle* and the sum results in the total *Interest Charges* for that balance for the *Billing Cycle*. The minimum interest charge is \$1.00 for each *Billing Cycle* during which an *Interest Charge* is imposed.

### **How is the Daily Balance calculated?**

We first calculate the "Daily Balance" each day as follows: (1) we take the previous day's *Purchase* balance (which may include unpaid interest and Fees) and *Cash Advance* balance (which may include unpaid interest), (2) add new *Purchases* (including Fees and other charges) to the *Purchase* balance and new *Cash Advances* to the *Cash Advance* balance, (3) add any interest accrued on the previous day to the *Purchase* balance or the *Cash Advance* balance as applicable (this results in daily compounding of interest) and (4) subtract from the applicable balance as of the date posted to Your *Account* any payments, *Credits* or any other adjustments to Your *Account*. If a Daily Balance is negative, we treat it as zero.

### **How is the Daily Periodic Rate calculated?**

To determine the *Daily Periodic Rate*, we divide the *APR* by the number of days in a year. In a year with 365 days, the daily "Periodic Rate" for *Purchases* is 0.08216% and for *Cash Advances* is 0.08216%. This is equivalent to an *Annual Percentage Rate* of 29.99% for *Purchases* and 29.99% for *Cash Advances*. **The *APR* applicable to *Purchases* and *Cash Advances* will be applied to the respective *Fees* assessed to Your *Account*.**

### **Fees**

We will treat the following *Fees* as *Purchase* transactions, including for the purpose of calculating Your available *Credit Line*, unless otherwise specified below. These *Fees* apply to Your *Account* only if they are disclosed in Your *Truth in Lending Disclosures*. We may increase Your *Interest Charges* and *Fees* as described in the **Changes to Your Agreement section** or in Your *Truth in Lending Disclosures*.

**Late Payment Fee.**

If we do not receive the minimum payment amount shown on Your Statement by the due date shown on Your Statement, we may charge You this Fee in the amount of up to \$29. If You were charged this fee during any of the prior six billing cycles, we may charge You this Fee in the amount of up to \$39.

**Returned Payment Fee.**

As permitted by law, if a payment You make to us is not paid by Your financial institution for any reason, even if that institution later pays it, we may charge You this Fee in the amount of up to \$29. If You were charged this fee during any of the prior six billing cycles and a payment You make to us is not paid by Your financial institution, even if that institution later pays it, we may charge You this Fee in the amount of up to \$39. We will never charge a Late Payment Fee and a Returned Payment Fee on the same payment.

**Annual Fee.**

We will charge an initial Annual Fee of \$99 to Your *Account* on the date Your *Account* is opened whether or not You activate or use Your Card and we will charge a renewal Annual Fee of \$99 to Your *Account* on or about each anniversary of the date Your *Account* was opened.

We will refund the initial Annual Fee if you notify us that you are voluntarily closing Your *Account* within 30 days after the Billing Statement Closing Date of the Billing Statement on which that initial Annual Fee appears and if you have not yet used your Card or *Account*. We will refund the renewal Annual Fee if you notify us that you are voluntarily closing Your *Account* within 30 days of the Billing Statement Closing Date of the Billing Statement on which that renewal Annual Fee appears. You may close Your *Account* by calling 1-866-605-0447 or emailing [hello@oppficard.com](mailto:hello@oppficard.com). Otherwise, the initial Annual Fee and renewal Annual Fee are nonrefundable.

**Cash Advance Fee.**

For each *Cash Advance*, we will charge a Fee of either \$5 or 5% of the amount of the *Cash Advance*, whichever is greater. You are not permitted to take *Cash Advances* for a minimum of the first 90 days after Your *Account* opening date.

**Foreign Transaction Fee.**

For each *Purchase* or *Cash Advance* made in foreign currency, we will charge an additional Fee of 2% of the amount of the *Purchase* or *Cash Advance* after its conversion into U.S. Dollars.

**Transactions Made in Foreign Currencies:** If You make a transaction in a foreign currency, the *Payment Card Network* will convert it into a U.S. dollar amount. The *Payment Card Network* will use its own currency conversion procedures. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date that appears on Your *Statement*. We do not adjust the currency exchange rate.

**Other Important Disclosures****Changes to Your Agreement**

At any time, we may add, delete, or change any term of this Agreement unless the law prohibits us from doing so. We will give You advance written notice of any changes as required by law. If we do notify You of changes, we will send You a separate notice or inform You on Your *Statement*. We may send this notice to You electronically as permitted by law. Our notice will tell You when and how the changes will take effect and describe any rights You have in connection with the changes. If we change or amend the

Arbitration Provision in the future, that change will not apply to any litigation or arbitration between You and us that was commenced prior to the effective date of the change.

If we increase Your *Fees* or other terms of Your *Account*, we will provide You with advance notice as required by law, including the right to opt out of some of these changes.

### **Account Documents**

Your *Account* with us is governed by the following documents:

- This Agreement.
- All *Statements*.
- Any Privacy Notices describing our limitations on sharing information about You with others.
- Any *Card* benefits brochure which describes benefits provided by the *Payment Card Network* for Your *Card* and *Account*. The most current version of Your *Card* benefits brochure will replace all prior versions.
- All disclosures and materials provided to You before or when You opened Your *Account*, including *Truth in Lending Disclosures*.
- All other documents and disclosures relating to Your *Account* including those provided online, and any future changes we make to any of the above documents.

Please read these carefully and keep them for future reference. An image of any of these can be used instead of the original.

### **New Offers**

In the future, we may make new offers to You or forward offers from others that we think You might be interested in. These offers may have different terms and documentation which will be provided when we make You the offer. If You accept the offer, all previously disclosed terms will still apply except as modified by the offer.

For more information about what we and our service providers may share and how to opt out, please review the [Privacy Notice](#). You can see how we and our service providers collect, use and store Your data in our Privacy Policy.

### **The OppFi Card App**

There is no fee charged by OppFi or First Electronic Bank to access our *App*, but You should check with Your mobile service provider about charges for data, text messages, and internet access. When a new version is available or for critical updates, You may need to visit the app store that provides apps for Your device.

Your *Account* eligibility is based upon our ability to authenticate You. If You are eligible for a *Card* You will receive online *Card* credentials (Card Number, Expiration Date and CVV) that You can use. Your *Card* can be added to Your digital wallet and used to make in-person *Purchases* anywhere Your digital wallet is accepted and a physical card will not be required. The *Card* can be used to make online *Purchases* anywhere Mastercard is accepted. Using the OppFi *App* allows You to view Your balances, *Credit Limit*, and recent transactions, to make payments, and more.

### **Credit Limit**

When You open Your *Account*, You will receive Your *Credit Limit*. This will also appear on Your *Statements*. We might also refer to Your *Credit Limit* as Your credit line. You are responsible for keeping track of Your *Account* balances and Your available *Credit Limit*.

Do not allow Your *Account* Balance to go over any *Credit Limit*, as the transaction could be declined, or Your credit score could be adversely affected. We may choose to permit transactions that cause Your *Account* Balance to go over Your *Credit Limit*, but our honoring of these transactions will not increase Your *Credit Limit*. We may also increase, decrease, restrict, or cancel Your *Credit Limit* at any time subject to applicable law. This will not affect Your obligation to pay us.

Your *Account* is subject to a Cash Advance limit equal to 100% 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 100% of your overall credit limit.

If You make a transaction that would cause Your *Account* Balance to exceed your *Credit Limit*, we may (a) choose to allow the transaction without increasing Your *Credit Limit*; (b) choose to allow the transaction without increasing your *Credit Limit* and treat that amount as immediately due, or (c) refuse the transaction. If the transaction is refused, we may notify the Cardholder who attempted the transaction that it has been refused. If we choose to permit a transaction that causes Your *Account* Balance to go over Your *Credit Limit*, it does not mean that we will do so again in the future. You will pay any amount(s) which exceeds your *Credit Limit*, upon demand.

### **Statements**

We will send You one *Statement* for all *Cards* on Your *Account* unless the law does not require or permit us to send a *Statement*. *Statements* will be sent at the end of each *Billing Cycle* when Your *Account* has a debit or credit Balance of more than \$1.00, if we have charged any *Interest Charges* to Your *Account*, or if there is any other activity on your *Account* and we are not prohibited from by law from sending a communication to you. Your *Statement* will show all transactions billed to Your *Account* during the *Billing Cycle* along with other important *Account* information.

### **Disputed Transactions**

You must inspect each *Statement* You receive and notify us about any errors or questions You have as described in the "Your Billing Rights" section of this Agreement, the "Billing Rights Summary" part of Your *Statement* and other *Truth in Lending Disclosures*. If You do not notify us as provided in those disclosures, we may assume that all information in the *Statement* is correct.

If You dispute a transaction made by You or someone else on Your *Account*, and we later *Credit* Your *Account* for all or part of the disputed amount, You give us all of Your rights against that other person. You also will:

- give us any merchandise or other *Purchases* You received in connection with the disputed amount if we ask;
- not pursue any claim or reimbursement from the merchant and that other person; and
- help us pursue and get reimbursement from the merchant and that other person. Your help includes giving us documents that we ask for and that are acceptable to us.

### **Merchant Refunds.**

If You are entitled to a refund for goods or services purchased with Your *Card*, you will accept these refunds as *Credits* to the *Purchase* balance of Your *Account*. We do not

control when a merchant sends us Your refund. We will also have a reasonable amount of time after we receive Your refund to process it.

### **No Warranties**

Except as otherwise provided in the "Your Billing Rights" section of this Agreement and the "Billing Rights Summary" part of Your *Statements*, we are not responsible for any claim You might have regarding the *Purchases* of goods or services made with Your *Card*.

### **Minimum Payment**

Your *Statement* will provide instructions for making payments, including the amounts due and the due date for receiving Your payment. If applicable, Your *Statement* will also include a minimum payment amount. To avoid a Late Payment Fee, You must pay us at least this minimum payment amount by the due date provided in Your *Statement*. If Your Balance is less than \$40, Your minimum payment amount will be equal to Your Balance. Otherwise, Your minimum payment amount will include any past due amount plus the greater of (i) \$40, or (ii) 7% of Your ending Balance for the *Statement*.

In addition to the minimum payment amount, You may pay all or part of the total Balance on Your *Account*. However, You must still pay at least the minimum payment amount each month, even if You paid more than the minimum payment amount due the previous month. If Your *Account* is 180 days past due, part of a bankruptcy proceeding or otherwise charges off, the entire Balance is immediately due and payable.

### **Making Payments.**

Your payments must be in U.S. dollars from a U.S. deposit account. We do not accept cash payments. You may not make payments with funds from Your *Account* with us. You may make payments by check, by phone or through an automated clearing house. Do not send us cash. You may not use a Convenience Check drawn on an *Account* issued by us to pay us. If You make a payment through an automated clearing house or by phone, You must make Your payment no later than 6pm Pacific Time on Your due date to avoid a Late Payment Fee.

### **Mailed Payments**

You must mail payments to us at the address provided on Your *Statement* or as otherwise instructed by us. We will *Credit* it to Your *Account* on the day we receive it, if:

- You send the payment coupon included with Your *Statement*.
- in the same envelope with Your payment.
- You include Your *Account* number on Your payment; and
- Your payment arrives at the address indicated on the payment coupon in our processing center by the time indicated on Your *Statement*.

If Your due date occurs on a day other than a *Business Day*, any payment received the next *Business Day* which conforms to the above requirements will not be treated as late. Please allow sufficient time for postal delivery in order to avoid a Late Payment Fee. Unless we or our agents specifically instruct You to remit payment in a different manner, payments received at any other location or in any other form might not be credited for up to 5 days. This might cause You to be charged Late Payment Fees and additional Interest Charges.

### **Payment Processing**

We may accept and process payments without losing any of our rights. We may resubmit and electronically collect returned payments. We may also adjust Your *Account* as



necessary to correct errors, to process returned and reversed payments, and to handle similar issues.

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 *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 *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 us at 1-866-605-0447.

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

Currently only one *Annual Percentage Rate* applies to your *Account*. If in the future there is more than one *Annual Percentage Rate*, we will apply Your payments to the higher *Annual Percentage Rate* balances before the lower ones. In all cases, we will apply payments and *Credits* in accordance with applicable law. Available credit created as a result of payments posted to Your *Account* may not be available for up to seven (7) days, or longer if circumstances warrant an additional hold, or if we deem ourselves at risk for any reason.

### **Payments with Restrictive Words, Conditions, or Instructions**

Our acceptance of payments labeled "payment in full" or restrictive words to that or any similar effect, will not constitute an accord and satisfaction nor a waiver of any rights we have to receive a full payment on all balances due.

### **Credit Balances**

We may reject and return to You any payment that creates a credit Balance on Your *Account*. Any credit Balance we allow will not be available until we confirm that Your payment has cleared. We may reduce the amount of any credit Balance by any new amounts billed to Your *Account*. You may contact us as provided on Your *Statement* and request a refund of any available credit Balance. If You contact us in writing, we will refund Your credit Balance within 7 *Business Days* after our receipt of Your written request.

### **Account Default**

We may consider You in default of Your Agreement with us if:

- You do not make any minimum payment when it is due.
- Any payment You make is rejected or not paid.
- A bankruptcy or other insolvency proceeding is filed by or against You.
- You die or are legally declared incompetent or incapacitated.
- We determine that You made a false, incomplete, or misleading statement on any of Your *Account* documentation or You otherwise try to defraud us.
- You do not comply with any term of this Agreement or any other agreement with us.

**IDAHO, IOWA, KANSAS, MAINE AND SOUTH CAROLINA RESIDENTS ONLY:** We may declare You to be in default if You fail to make a payment as required by this Agreement (or within 10 days of the time required by this Agreement, for Iowa residents) or if the prospect of Your payment or performance is significantly impaired (for Iowa residents, if, following an event of default, the prospect of Your payment is materially impaired). We have the burden of establishing the impairment of such prospect of payment or performance.

**WISCONSIN RESIDENTS ONLY:** We may declare You to be in default (a) if You permit to be outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after its scheduled due date or deferred due date, or if You fail to pay the first payment or last payment within 40 days of its scheduled due date or deferred due date or (b) if You fail to observe any other provision of this Agreement, the breach of which materially impairs Your ability to pay the amounts due under the Agreement.

### **Actions We Can Take If You Are In Default**

For certain actions, including changing the rates and *Fees* on Your *Account*, our options appear in our original offer materials when You opened Your *Account*. Remember, paying the *Fees* charged in connection with a default will not by itself cure the default. In addition, if You are in default, we may take the following actions without notifying You, unless the law says that we must notify You:

- Close or suspend Your *Account*;
- Lower Your *Credit Limit*;
- Increase Your minimum payment;
- Demand that You immediately pay the entire balances owing on Your *Account*;
- Continue to charge You *Interest Charges* and *Fees* as long as Your balances remain outstanding; and/or
- Pursue any other action against You that the law allows, which includes the filing of a lawsuit against You.

You must pay us all of our collection expenses, attorneys' fees, and court costs unless the law does not allow us to collect these amounts.

### **Change of Contact Information**

You agree to notify us promptly if You change Your name, address, telephone number or any other contact information. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for You, we may change Your address based on this information. We will have no liability to You for changing Your address based on such information, even if the information provided by the U.S. Postal Service or one of its agents is in error. If any *Statement* is returned to us because of an incorrect address, we may stop sending *Statements* to You until a valid address is provided to us, but for all purposes it shall be considered as if we made your *Statement* available to You as of the *Statement* date that was or would have been printed on Your *Statement*.

### **Telephone Communication Monitoring and Contacting You**

You agree that Your telephone communications with us or any of our representatives, affiliates or service providers may be monitored, recorded and retained by any of them. You expressly consent and authorize us, our representatives, affiliates, agents and service providers to contact You at any telephone number You provide to us, in the application or otherwise, now or in the future, or any number You have previously provided to us, or any of our representatives, affiliates or service providers, using an auto dialer, pre-recorded messages, or text messages, in order to provide alerts and other information regarding Your current or future applications and accounts for all products You have or may have with us. Message and data rates may apply. You also expressly consent to First Electronic Bank, or any of its representatives, affiliates or service providers sending email messages regarding Your *Account* to Your email address, including emails delivered to a cell phone or mobile device. You agree that you will accept calls at Your home, place of business or on a mobile telephone regarding the *Account*. You understand that calls may be automatically dialed and a message played; You understand and agree that these calls and messages may be read or listened to by

anyone with access to Your telephone or email account, and that such calls are not "unsolicited calls" for purposes of any state or federal law, and You expressly consent to receive such calls and messages. You agree that we are not liable for any resulting breach of privacy or for any charges or costs You incur in connection with text messaging, emails or other communication that we or any of our representatives, affiliates or service providers may send You. You agree that this authorization constitutes a bargained for exchange. To the extent You have the right under applicable law to revoke this authorization, You agree You may do so only by calling us at 1-866-605-0447.

### **Communications Under Federal Bankruptcy Code**

Any communication with us required or permitted under the Federal Bankruptcy Code must be in writing, must include your *Account* number, and must be sent to Opportunity Financial Card Company, LLC, Attn: Fraud/Dispute, P.O. Box 57760, Murray, UT, 84157.

### **Credit Reports**

We may report information about Your *Account* and this Agreement to other creditors, other financial institutions and credit bureaus. **Late payments, missed payments or other defaults may be reflected in Your credit report.** You have the right to dispute the accuracy of information we have reported. If You believe that any information that we have reported to a credit bureau is inaccurate, or if You believe that You have been the victim of identity theft in connection with this Agreement, write us at Opportunity Financial Card Company, LLC, Attn: Fraud/Dispute, P.O. Box 57760, Murray, UT, 84157. Please include Your name, address, *Account* number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question. 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.

### **Closing or Suspending Your Account.**

**Arizona, California, Idaho, Louisiana, New Mexico, Nevada, Texas, Washington, and Wisconsin Residents:** Either You or Your spouse may ask us to close Your *Account* at any time by calling us at 1-866-605-0447 or by calling or writing us as described on Your *Statement*. Your *Statement* will provide additional information about this process, and we may also separately provide You with additional details after Your request. This might include payment information.

**All Cardholders:** You may ask us to close Your *Account* at any time by calling us at 1-866-605-0447 or by calling or writing to us as described on Your *Statement*. Your *Statement* will provide additional information about this process and we may also separately provide You with additional details after Your request, including payment information. Closing of Your *Account* will not affect Your obligation to pay the *Account* balance plus any Interest Charges and all other Fees and charges You or Your spouse owe under this Agreement. Your obligation to pay the *Account* balance plus any finance and other charges You owe under this Agreement are subject to all applicable laws and regulations regarding repayment requirements.

If You use Your *Card* or charges post to Your *Account* after You ask us to close it, we may keep it open or reopen it. We may close or suspend Your *Account* and Your right to obtain credit from us, or suspend Your ability to make transactions. We may do this at any time and for any reason permitted by law, even if You are not in default on Your *Account* with us. A suspension of Your *Account* might be permanent or temporary. If Your *Account* is closed or suspended for any reason, You must stop using Your *Card*. You must also cancel all billing arrangements accessing the *Account*. If we close or permanently

suspend Your *Account*, You must also destroy all *Cards*. You must still pay us all amounts You owe on the *Account*, even if they are charged after Your *Account* is closed or suspended.

### **Lost or Stolen Card.**

You will take reasonable steps to prevent the unauthorized use of Your *Card* and *Account*. If Your *Card* or *Card* Information is lost or stolen or if someone else might be using it without Your permission, You must notify us immediately. You may notify us by calling 1-866-605-0447, or by writing us at the address on Your *Statement*. You will not be responsible for any unauthorized use after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. You agree to help us investigate, pursue, and get reimbursement from the wrongdoer. Your help includes giving us documents that we ask for and that are acceptable to us.

### **Card Replacement.**

If You need a replacement card provided, You will have the option to select standard shipping, priority shipping or overnight shipping. If You choose standard shipping, there will be no shipping Fee charged. If You select priority shipping, we will charge a \$20.00 shipping Fee. If You select overnight shipping, we will charge a \$30.00 shipping Fee. This service is only available for lost, stolen or replacement cards.

### **Your Representations and Warranties**

By accepting this Cardholder Agreement, and by activating, using, or authorizing the use of Your *Card* and *Account*, You represent and warrant to us that: (i) You are at least 18 years of age (or that You have reached the age of majority if You reside in a state where the age of majority is 19 years or older); (ii) the personal information that You provide to us in connection with the *Card* is true, correct and complete; (iii) You received a copy of this Cardholder Agreement and agree to be bound by and comply with its terms; and (iv) that You accept the *Card*.

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

The issuer of Your *Card* is First Electronic Bank, an FDIC-insured, state-chartered bank headquartered in Salt Lake City, Utah. First Electronic Bank is the lender of every loan made to You through the use of Your *Card* or *Account*. In accepting Your *Card*, You agree to the following provisions: (1) This Agreement (including without limitation the *Account*, every loan made through the use of Your *Card* or Your *Account*, and all rights, obligations and services related to this *Account*) will be governed by and interpreted in accordance with the laws of the state of Utah. This means that the laws of the state of Utah will govern any dispute arising from or relating to this Agreement. Federal law will also be used when it applies including, without limitation, in the Arbitration Provision below. (2) Regarding venue, if a Claim is not arbitrated, You agree to submit to the jurisdiction of the state of Utah and federal courts in and for Salt Lake City and Salt Lake County, Utah. This means that any dispute, action or proceeding relating to this Agreement will be brought in the Federal District Court of Utah or state court in the county of Salt Lake City. (3) See applicable Arbitration Provision below. Accordingly, it is important that You read the provisions of this section, the Arbitration Provision below, and the entire Agreement carefully.

### **SEVERABILITY**

Except as set forth in the Arbitration Provision, if any part of this Agreement is found to be unenforceable, the remaining parts will remain in effect.

### **WAIVER OF JURY TRIAL**

Unless prohibited by applicable law, if You sign this Agreement, You waive Your right to have a jury trial to resolve any claim or dispute You may have against us, our service providers, our respective affiliates or a related third party. This Waiver of Jury Trial provision does not apply to You if, at the time of entering into this Agreement, You are a member of the armed forces or a dependent of such a member covered by the Federal Military Lending Act. If You would like more information about whether You are covered by the Military Lending Act, in which case this Waiver of Jury Trial does not apply to You, please contact us at 1-866-605-0447. This jury trial waiver shall not affect or be interpreted as modifying the Arbitration Provision below, which contains its own separate waiver of jury trial.

#### **CLASS ACTION WAIVER**

Unless prohibited by applicable law, if You sign this Agreement, You waive Your right to ask a court or an arbitrator to allow You to pursue any Claims on a class action basis or in a representative capacity on behalf of the general public, other borrowers or other persons similarly situated. Furthermore, Claims brought by You against us or by us against You may not be joined or consolidated with claims brought by or against someone other than You, unless otherwise agreed to in writing by all parties. For purposes of this Class Action Waiver, the terms **"we," "us" and "our"** shall include First Electronic Bank and each of its employees, directors, officers, shareholders, governors, managers, members, parent companies, affiliated entities, successors or assignees (including but not limited to Deserve, Inc.), the servicer of Your *Card* and any third party who is named as a co-defendant with us in a claim asserted by You. This Class Action Waiver applies if a Claim is not arbitrated and shall not affect or be interpreted as modifying the Arbitration Provision below, which contains its own separate class action waiver. If a Claim is arbitrated, the class action waiver in the Arbitration Provision applies. This CLASS ACTION WAIVER does not apply to You if, at the time of entering into this Agreement, You are a Covered Borrower under the Military Lending Act. If You would like more information about whether You are covered by the Military Lending Act, in which case this Class Action Waiver does not apply to You, please contact us at 1-866-605-0447.

#### **ARBITRATION PROVISION**

Arbitration is a process in which persons with a dispute(s): (a) agree to submit their dispute(s) to a neutral third person (an "arbitrator") for a decision; and (b) waive their rights to file a lawsuit in court to resolve their dispute(s). Each party to the dispute(s) has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision.

**THIS ARBITRATION PROVISION APPLIES UNLESS (1) YOU HAVE EXERCISED OR EXERCISE YOUR RIGHT TO REJECT ARBITRATION OR (2) AS OF THE DATE OF THIS AGREEMENT, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT. IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE COVERED BY THE MILITARY LENDING ACT, IN WHICH CASE THIS ARBITRATION PROVISION DOES NOT APPLY TO YOU, PLEASE CONTACT US AT 1-866-605-0447**

**READ THIS ARBITRATION PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.**

**YOU HAVE THE RIGHT TO OPT-OUT OF (NOT BE BOUND BY) THIS ARBITRATION PROVISION AS DESCRIBED BELOW. IF YOU DO NOT DO SO:**

- A. YOU ARE WAIVING YOUR RIGHT TO HAVE A JURY OR A COURT, OTHER THAN A SMALL CLAIMS COURT OR SIMILAR COURT OF LIMITED JURISDICTION, RESOLVE ANY CLAIM THAT IS SUBJECT TO ARBITRATION; and**
- B. YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN COURT OR IN ARBITRATION WITH RESPECT TO ANY CLAIM THAT IS SUBJECT TO ARBITRATION.**

THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

**Interstate Commerce**

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 et seq., and not by any state arbitration law.

**Scope**

For purposes of this Arbitration Provision, the word "Claim" has the broadest possible meaning and includes, without limitation (a) all federal or state law claims, disputes or controversies, whether preexisting, present or future, arising from or relating directly or indirectly to this Agreement, the relationship between You and us, the information You gave us before entering into this Agreement, including Your application, and/or any past agreement or agreements between You and us, any loan or credit product or related product or services obtained from us and any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning the same; (b) all initial claims, counterclaims, crossclaims and third-party claims and claims which arose before the effective date of this Arbitration Provision; (c) all common law claims based upon contract, tort, fraud, or other intentional torts; (d) all claims based upon a violation of any local, state or federal constitution, statute, ordinance or regulation, including without limitation all claims alleging unfair, deceptive or unconscionable trade practices; (e) all claims asserted by us against You, including claims for money damages to collect any sum we claim You owe us; (f) all claims asserted by You individually against us and/or any of our employees, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities, or assignees (including but not limited to Opportunity Financial Card Company, LLC) or against the servicer of Your *Card* (hereinafter collectively referred to as "**related third parties**"), including claims for money damages, restitution and/or individual equitable or injunctive relief; (g) claims asserted by You against other persons and entities if You assert a Claim against such other persons and entities in connection with a Claim You assert against us or related third parties; and (h) all data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about You. Notwithstanding the foregoing, the word "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the provision titled "Class Action Waiver" set forth below, subparts A and B of the provision titled "Binding Effect; Survival; Severability" set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. In addition, if the amount of a Claim is within the

jurisdiction of the small claims court (or Your state's equivalent court) (a "Small Claim"), You or we may bring it in small claims court or instruct the administrator to administratively close the arbitration case because the Claim should be decided by a small claims court. You and we do not have to arbitrate a Small Claim that is filed in small claims court, but if that claim is transferred, removed, or appealed to a different court, You or we may elect to compel arbitration. Moreover, if You or we bring any counterclaim or cross-claim that is for more than the small claims court's jurisdiction, the entire Claim (including the counterclaim or cross-claim) must, if You or we choose, be resolved by arbitration. Also, this Arbitration Provision will not apply to any disputes that are the subject of a class action filed in court that is pending as of the effective date of this Arbitration Provision in which You are alleged to be a member of the putative class for as long as such class action is pending.

### **Waiver of Jury Trial**

**In arbitration, You waive Your right to have a jury trial to resolve any Claim You may have against us, our service providers, our respective affiliates or a related third party, and we waive our right to have a jury trial to resolve any Claim we may have against You.**

### **Class Action Waiver**

**Notwithstanding any other provision of this Arbitration Provision, if either You or we elect to arbitrate a Claim, neither You nor we will have the right to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member. This means that if You sign this Agreement, You waive Your right to ask a court or an arbitrator to allow You to pursue any Claims on a class action basis or in a representative capacity on behalf of the general public, other borrowers or other persons similarly situated. Furthermore, Claims brought by You against us or by us against You may not be joined or consolidated with claims brought by or against someone other than You, unless otherwise agreed to in writing by all parties. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including You. This means that we will not have the right to compel arbitration of any claims brought by such an agency). An award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (ii) make an award for the benefit of, or against, anyone other than a named party. No arbitration administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Class Action Waiver shall be determined exclusively by a court and not by the administrator or any arbitrator.**

### **Electing Arbitration**

A party may elect arbitration of a Claim by sending the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested. Your notice must be sent to First Electronic Bank c/o OppFi Card, Attn: Fraud/Dispute, PO Box 57760, Murray, UT 84157-0780 and our notice must be sent to the most recent address for You in our files. Upon receipt of Your notice, we will *Credit* You for the standard cost of a certified letter. If a

lawsuit concerning the Claim has been filed, such notice can be provided by papers filed in the lawsuit, such as a motion to compel arbitration.

### **Administrator**

Regardless of who demands arbitration, You shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association, 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), <http://www.adr.org>; or JAMS, 8401 N. Central Expressway, Suite 610, Dallas, TX 75225 (1-800-352-5267), <http://jamsadr.com>. However, the parties may agree to a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the arbitrator's rules. If the AAA and JAMS are unable or unwilling to serve as administrator, or the parties are unable to agree upon another administrator, a court with jurisdiction shall determine the administrator or arbitrator, who must agree to abide by the terms of this Arbitration Provision. The arbitration hearing will take place at a location reasonably convenient to where You reside.

If You demand arbitration, You must inform us in Your demand of the arbitration organization You have selected or whether You desire to select a local arbitrator. If related third parties or we demand arbitration, You must notify us within 20 days in writing by certified mail, return receipt requested, of Your decision to select an arbitration organization or Your desire to select a local arbitrator. Your notice must be sent to First Electronic Bank c/o OppFi Card, Attn: Fraud/Dispute, PO Box 57760, Murray, UT 84157. Upon receipt of Your notice, we will *Credit* You for the standard cost of a certified letter. If You fail to notify us, then we have the right to select an arbitration organization. The arbitration will be governed by the rules and procedures of this arbitration organization applicable to individual consumer disputes. You may get a copy of the rules and procedures by contacting the arbitration organization listed above. In an event of a conflict between the provisions of the Arbitration Provision, on the one hand, and any applicable rules of the AAA or JAMS or other administrator used or any other terms of this Agreement, on the other hand, the provisions of this Arbitration Provision shall control. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

### **Non-Waiver**

Even if all parties have opted to litigate a Claim in court, You or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. For example, if we file a lawsuit against You in court to recover amounts due under the Agreement, You have the right to request arbitration, but if You do not elect to request arbitration, we reserve and do not waive the right to request arbitration of any Claim (including any counterclaim) You later assert against us in that or any related or unrelated lawsuit. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

### **Arbitrator and Award**

Any arbitrator must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure or evidence



that would apply in a court, nor by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitations and privileges that a court would apply if the matter were pending in court. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the FAA, which would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

### **Fees and Costs**

You and we will pay the filing, administrative, hearing and/or other fees charged by the administrator and arbitrator in accordance with the administrator's rules. The administrator may have a procedure whereby You can seek a waiver of fees charged to You by the administrator and arbitrator. We will always pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this Arbitration Provision to be enforced. The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by this Agreement, the administrator's rules or applicable law. With respect to Claim(s) asserted by You in an individual arbitration, we will pay Your reasonable attorney, witness and expert fees and costs if and to the extent You prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. At the timely request of either party, the arbitrator shall write a brief explanation of the grounds for the decision. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrator's fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

### **Appeal**

The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount in controversy exceeds \$50,000, and if permitted by the Administrator's rules, You or we can, within 14 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled "Fees and Costs." Any final decision of the appeal is subject to judicial review only as provided under the FAA. A judgment on the award may be entered by any court having jurisdiction.

### **Notice and Cure, Special Payment**

Prior to initiating a Claim, you may send us a written Claim Notice. In order for a Claim Notice to be valid and effective, it must: (a) state Your name, address and *Account*

number; (b) be signed by You; (c) describe the basis of Your Claim and the amount You would accept to resolve the Claim; (d) state that You are exercising Your rights under the "Notice and Cure" paragraph of the Arbitration Provision; and (e) be sent to us by certified mail, return receipt requested, at First Electronic Bank c/o OppFi Card, Attn: Fraud/Dispute, PO Box 57760, Murray, UT 84157-0780. This is the sole and only method by which You can submit a Claim Notice. Upon receipt of a Claim Notice, we will *Credit* You for the standard cost of a certified letter. You must give us a reasonable opportunity, not less than 30 days, to resolve the Claim. If, and only if, (i) You submit a Claim Notice in accordance with this paragraph on Your own behalf (and not on behalf of any other party); (ii) You cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide You with the relief You request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that You were entitled to such relief (or greater relief), You will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which You will also be entitled). We encourage You to address all Claims You have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims You have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated.

#### **Binding Effect; Survival; Severability**

This Arbitration Provision is binding upon and benefits You, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision shall survive any bankruptcy to the extent consistent with applicable bankruptcy law. The Arbitration Provision survives any termination, amendment, expiration or performance of this Agreement and any transaction between You and us and continues in full force and effect unless You and we otherwise agree in writing. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as follows:

- a. The entire Arbitration Provision (other than this sentence) shall be null and void with respect to any Claim asserted on a class, representative or multi-party basis that does not seek public injunctive relief if the provision titled "Class Action Waiver" is held to be invalid or unenforceable with respect to such Claim and that determination becomes final after all appeals have been exhausted, The parties acknowledge and agree that under no circumstances will a class action or other representative action be arbitrated.
- b. If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the provision titled "Class Action Waiver" or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim, and that determination becomes final after all appeals have been exhausted, the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. The parties acknowledge and agree that under no circumstances will a Claim for public injunctive relief be arbitrated.

#### **Opt-Out Process**

You may choose to opt out of this Arbitration Provision but only by following the process set forth below. If You do not wish to be subject to this Arbitration Provision, then You

must notify us in writing postmarked within sixty (60) calendar days of the date of this Agreement at the following address: First Electronic Bank c/o OppFi Card, Attn: Fraud/Dispute, PO Box 57760, Murray, UT 84157. Your notice must be sent to us by certified mail, return receipt requested. Upon receipt of an Opt-Out Notice, we will Credit You for the standard cost of a certified letter. Your Opt-Out Notice must include Your name, address, Social Security number, the date of this Agreement, a statement that You wish to opt out of the Arbitration Provision and must not be sent with any other correspondence. Indicating Your desire to opt out of this Arbitration Provision will not affect Your other rights or responsibilities under this Agreement and applies only to this Arbitration Provision between You and us. Your rejection of this Arbitration Provision shall not be imputed to any other person or entity or be deemed to be a rejection of this Arbitration Provision by any person or entity other than You. Nor shall Your rejection of this Arbitration Provision eliminate the obligation of other persons or entities who wish to reject this Arbitration Provision to personally comply with the notice and time requirements of this opt-out provision.

### **Additional Important Disclosures**

#### **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). To be provided with an oral disclosure of this information, please call toll-free 1-866-605-0447.

#### **Waiver**

We, our agents, assigns, successors, service providers, and the respective affiliates will not lose any of our rights if we delay taking any action for any reason or if we do not notify You. For example, we may waive Your *Interest Charges* or *Fees* without notifying You and without losing our right to charge them in the future. We may always enforce our rights later and may take other actions not listed in this Agreement if the law allows them. You do not have to receive notice from us of any waiver, delay, demand or dishonor. We may proceed against You before proceeding against someone else.

#### **Assignment**

This Agreement will be binding on, and benefit, any of our successors and assigns, and any of Your permitted successors and assigns. You may not assign or transfer Your *Account* or Your Agreement to someone else, and no one can succeed to your rights under Your Agreement, without our written permission, and any attempted assignment without our written permission is void. We may transfer Your *Account* and this Agreement to another company or person without Your permission and without prior notice to You. They will take our place under this Agreement. You must pay them and perform all of Your obligations to them and not us. If You pay us after You are informed or learn that we have transferred Your *Account* or this Agreement, we can handle Your payment in any way we think is reasonable. This includes returning the payment to You or forwarding the payment to the other company or person. We reserve the right to use third party service providers to perform any activity we are permitted or obligated to perform under this Cardholder Agreement, to the extent permitted by applicable law.

## Glossary

**Account** means the open-end line of credit offered by First Electronic Bank under this Agreement.

**Annual Percentage Rate**, or **APR**, means the rate, disclosed as a percentage, used to calculate periodic *Interest Charges* for your *Account*.

**App or Mobile App** means the OppFi software application downloaded by a user to a mobile device that allows access to the *Card*, *Account* and *Card* servicing.

**Balance** means the total amount of outstanding transactions plus Fees and accrued Interest Charges.

**Billing Cycle** means a period of time that might vary in length but is approximately 30 days. The specific period of time is described on each *Statement*. However, you will have a Billing Cycle even if a *Statement* is not required. We will often specify a Billing Cycle by the month in which its closing date occurs as provided on the *Statement*. For example, a "March Billing Cycle" will have a closing date in March. We may also refer to a Billing Cycle as a "Billing Period."

**Billing Cycle Close Date** is the last day of Your Billing Cycle when a *Statement* is generated, if applicable.

**Business Day** means any day our offices are open for the processing of payments and credits.

**Card** means any physical, digital, or virtual card or other means to access an *Account*.

**Cash Advance** means a transaction with the *Card* wherein you receive cash, or wherein we provide cash to someone at your direction.

**Credit** means an accounting entry that decreases a liability, in this case, Your outstanding Balance on Your *Account* with us.

**Credit Limit** means the maximum amount of credit that can be accessed using Your *Account*.

**Daily Periodic Rate**, means the APR divided by the number of days in the year.

**Fees** means charges imposed on Your *Account* that are not Interest Charges.

**Interest Charges** means any periodic interest charges to Your *Account* based on the application of an Annual Percentage Rate to an outstanding balance.

**Payment Card Network** means MasterCard International Incorporated, or any other network provider displayed on the *Card*.

**Purchase** means any transaction including *Fees* with the *Card* between You and anyone else who accepts the *Card* as a means of payment. However, *Cash Advances* are not *Purchases*.

**Statement** means a document or information we provide to You showing *Account* information including, among other things, transactions made to Your *Account* during a

*Billing Cycle*. We might also refer to Your *Statement* as a "Periodic Statement" or a "Billing Statement."

**Truth in Lending Disclosure** means any *Account* information we provide to You that is required by the federal Truth in Lending Act and Regulation Z. These include Your application and solicitation disclosures, Account Opening Disclosures, subsequent disclosures, *Statements*, and change in terms notices.

## **YOUR BILLING RIGHTS**

### **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:

Opportunity Financial Card Company LLC,  
PO Box 57760  
Murray, UT 84157

In Your correspondence, 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 automated payment is scheduled, if You want to stop payment on the amount You think is wrong.
- You must notify us of any potential errors **in writing**. You may call us, but if You do we are not required to investigate any potential errors and You may have to pay the amount in question.

### **WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER**

When we receive Your 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 **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 the merchant, You may have the right not to pay the remaining amount due on the *Purchase*.

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

- 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.)
- You must have used Your credit card for the *Purchase*. *Purchases* made with cash advances from an ATM or with a check that accesses Your credit card account do not qualify.
- 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:

Opportunity Financial Card Company, LLC  
PO Box 57760  
Murray, UT 84157

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.

## **STATE DISCLOSURES**

### **ALL BORROWERS, INCLUDING CALIFORNIA/NEW YORK/RHODE**

**ISLAND/UTAH/VERMONT RESIDENTS:** You give us permission to access Your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing this *Account*, taking collection action on this *Account*, or for any other legitimate purposes associated with this *Account*. Upon Your request, You will be informed of whether or not a consumer credit report was ordered, and if it was, You will be given the name and address of the consumer reporting agency that furnished the report. As required by law, You are hereby notified that a negative credit report reflecting on Your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**ALL BORROWERS, INCLUDING IOWA / MAINE / MISSOURI / NEBRASKA / OREGON / TEXAS / UTAH / WASHINGTON RESIDENTS:** Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect You (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between You and us, except as we may later agree in writing to modify.

**California Residents.** If You are married, You may apply for a separate account in Your own name. After credit approval, each applicant shall have the right to use the credit card account up to the limit of the account.

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

**Illinois Residents:** (a) No applicant may be denied a credit card on account of race, color, religion, national origin, ancestry, age, sex, marital status, physical or mental handicap unrelated to the ability to pay or unfavorable discharge from military service; (b) the applicant may request the reason for rejection of his or her application for a credit card; (c) no person need reapply for a credit card solely because of a change in marital status unless the change in marital status caused a deterioration in the person's financial position; and (d) a person may hold a credit card in any name permitted by law that he or she regularly uses and is generally **known by so long as no fraud is intended thereby.**

**Iowa Residents. IMPORTANT: READ BEFORE SIGNING.** The terms of this Cardholder Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written Cardholder Agreement may be legally enforced. You may change the terms of this Cardholder Agreement only by another written agreement.

**Kentucky Residents.** You may pay the unpaid Balance of Your *Account* in whole or in part at any time.

**Maryland Residents.** Finance charges will be imposed on the credit account in amounts or at rates not in excess of those permitted by law. You have the right under Maryland

Commercial Law Code Section 12-510 to receive an answer to a written inquiry concerning the status of your Account. If your billing address is in the State of Maryland, to the extent, if any, that Maryland law applies to Your *Account*, we elect to offer your card account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

**Massachusetts Residents.** Massachusetts law prohibits discrimination on the basis of race, color, religious creed, national origin, sex, gender identity, marital status, or sexual orientation.

**New Hampshire Residents.** If You prevail in any action, suit or proceeding we bring or in an action You bring in connection with this Cardholder Agreement, reasonable attorneys' fees shall be awarded to You. If You successfully assert a pertinent defense, set off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys' fees as the court deems appropriate. You or your attorney may file a complaint with the New Hampshire Commissioner of Banking, State of New Hampshire Banking Department, 53 Regional Drive, Suite 200, Concord NH 03301. Instructions for filing complaints can be found on the Commissioner's website at [www.nh.gov/banking/consumer-assistance/complaint.htm](http://www.nh.gov/banking/consumer-assistance/complaint.htm).

**New Jersey Residents.** (1) The section headings of this Cardholder Agreement are a table of contents and not contract terms. (2) You agree to pay our reasonable attorney's fees, up to 20% of outstanding principal and interest, paid in the collection of this *Account* to an attorney who is not our employee. (3) Provisions of this Cardholder Agreement that refer to acts or practices that apply as permitted by, or except as prohibited by, applicable law are applicable to New Jersey residents only to the extent that such acts or practices are permitted by New Jersey or Federal law.

**New York Residents.** New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative rates, fees and grace periods. New York State Department of Financial Services: 1-877-226-5697 or <http://www.dfs.ny.gov/consumer/creditdebt.htm>.

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

**Utah Residents:** NO CLASS ACTIONS. YOU AGREE AND ACKNOWLEDGE THAT PURSUANT TO UTAH CODE ANN. § 70C-4-105 YOU ARE WAIVING YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT

Notice for Residents of Washington State: In accordance with the Revised Code of Washington Statutes, Section 63.14.167, You are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if You have notified us of the merchant's delay in posting such credit, or our failure to post such credit to Your *Account* within three working days of our receipt of the credit.

**Married Wisconsin Residents:** If You are married: (i) You confirm that this *Account* is being incurred in the interest of Your marriage or family; (ii) no provision of any marital property agreement, unilateral agreement, or court decree under the Wisconsin Marital Property Act will adversely affect a creditor's interest unless, before the time credit is granted, the creditor is furnished a copy of that agreement or decree or has actual



knowledge of the adverse provision when the obligation to the creditor is incurred; (iii) You understand and agree that we will provide a copy of this Agreement to Your spouse for his or her information. You must notify us if You have a spouse by sending Your name and Your spouse's name and address to us at PO Box 57760, Murray, UT 84157-0780.

**All Borrowers:** You promise us that You are not planning to file bankruptcy at the time of Your application for Your *Account*.