

WebBank DigniFi Credit Card

Pricing Information

Cardholder Agreement (account opening on or after August 19, 2025) -
English

Effective: August 19, 2025

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	33.99%
Paying Interest	Your due date is at least 25 days after the close of each Billing Cycle. We will not charge you interest on Regular Credit Plan Purchases if you pay your entire Regular Credit Plan balance and the minimum payment due on all Promotional Credit Plans by the due date each month. We will begin charging interest, if any, on Promotional Credit Plan transactions on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.
Fees	
Annual Fee	\$0 - \$79
Penalty Fees <ul style="list-style-type: none">• Late Payment• Returned Payment	Up to \$41 . Up to \$41 .

How We Calculate Your Balance. We use a method called the “daily balance method.” See your account agreement for more details.

Important Information

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, 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.

Important Information About Credit Reporting

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

State Specific Information

NOTICE FOR CALIFORNIA RESIDENTS: If you are married, you may apply for credit in your own name.

NOTICE FOR OHIO RESIDENTS: Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.

NOTICE FOR NEW YORK, RHODE ISLAND, AND VERMONT RESIDENTS: WebBank and DigniFi and/or their services providers, agents, and assigns may obtain at any time your consumer reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report.

NOTICE FOR NEW YORK RESIDENTS: For more information, call WebBank care of DigniFi at 1-855-808-5861. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-877-342-3736 or <http://www.dfs.ny.gov>.

NOTICE FOR MARRIED WISCONSIN RESIDENTS: No provision of any marital agreement, unilateral statement, or court order applying to marital property will

adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision. If you are married, by submitting your credit card application you are confirming that this credit card obligation is being incurred in the interest of your marriage and your family. If the credit card for which you are applying is granted, you will notify the bank if you have a spouse who needs to receive notification that credit has been extended to you.

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

PROGRAM TERMS: By applying for this Account issued by WebBank you understand that you may not be approved if you do not meet WebBank's credit criteria and other criteria, including but not limited to:

- You are under the age of 18 on the date you submit your application for credit.
- You reside in a state where financing is not offered under this Program.
- Your name, address and social security number do not match an existing credit bureau file.
- The application is missing required information, or the information you provide cannot be verified.

MILITARY LENDING ACT NOTICE: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this information and a description of your payment obligation verbally, please call 1-855-808-5861, Option 4.

All credit is granted, and all Accounts are owned by WebBank. Your application is subject to approval by WebBank.

WebBank DigniFi Credit Card Account Customer Agreement

PLEASE READ THIS ENTIRE AGREEMENT AND KEEP IT FOR YOUR RECORDS. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. UNLESS YOU ARE A “COVERED BORROWER” PROTECTED BY THE MILITARY LENDING ACT (THE “MLA”), OR YOU PROMPTLY REJECT THE ARBITRATION CLAUSE, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS PROCEEDING.

WebBank DigniFi Credit Card Account Pricing Information

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	33.99%
Paying Interest	Your due date is at least 25 days after the close of each Billing Cycle. We will not charge you interest on Regular Credit Plan Purchases if you pay your entire Regular Credit Plan balance and the minimum payment due on all Promotional Credit Plans by the due date each month. We will begin charging interest, if any, on Promotional Credit Plan transactions on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.
Fees	
Annual Fee	\$0 - \$79
Penalty Fee	
<ul style="list-style-type: none"> • Late Payment • Returned Payment 	<p>Up to \$41.</p> <p>Up to \$41.</p>

How We Calculate Your Balance. We use a method called the “daily balance method.” See your account agreement for more details.

Billing Rights. Information on your rights to dispute transactions and how to exercise those rights is provided in the “Billing Rights Summary” section of this Agreement.

1. Credit Card Account Agreement

This WebBank DigniFi Credit Card Account Customer Agreement (the “Agreement”) is between you and WebBank, a Utah-chartered bank located in Salt Lake City, Utah. This Agreement includes the WebBank DigniFi Credit Card

Account Pricing Information (the “Pricing Information”) set forth above. WebBank will open an Account and issue a Card or Cards that may only be used for auto repairs and auto-related products and services at approved service centers. By opening your Account, signing your Card or using your Account, you agree to the terms of the Agreement with WebBank including any changes, amendments or supplements to it.

2. Definitions.

As used in this Agreement, “*you*” and “*your*” mean the applicant approved on the Account; any person responsible for paying the Account; any Authorized User; and any person responsible for complying with this Agreement. “*We*,” “*us*,” “*our*,” and “*WebBank*” mean WebBank. This section includes some important defined terms used in this Agreement. Additional terms are defined in the body of this Agreement.

“Account” means your DigniFi Credit Card Account with WebBank.

“Annual Percentage Rate” or “APR” means a percentage, shown as a yearly rate, that is used in calculating periodic interest on your Account.

“Billing Cycle” means the period of time reflected on a Statement, or that your Statement would reflect if there were activity that requires us to provide you with a Statement. This period may vary in length but is approximately 30 days. 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. 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.” If your Account balance has charged off, we may switch to quarterly Billing Cycles for your Account.

“Card” means any physical, digital or virtual card, or other number or device that may be used to access the Account.

“Credit Plans” mean the Regular Credit Plan that applies to your Purchases and Fees. It also means the Promotional Credit Plans that apply to certain promotional

offers we make available from time to time. The sum of your Credit Plan balances equals your total Account balance.

"Fees" mean charges imposed on your Account not based on the Annual Percentage Rates.

"Interest Charges" mean any charges to your Account based on the application of Annual Percentage Rates.

"Item" means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments.

"Minimum Payment Due" is the total of the minimum payments required for each Credit Plan and is the minimum amount that you must pay to us by your payment due date in order to keep your Account current.

"Promotional Credit Plans" means credit plans for Purchases subject to special APRs, pricing, repayment, or other terms that will apply to specific Purchase transactions. Not all Purchases are eligible for a Promotional Credit Plan, and in order to qualify there may be a minimum purchase amount or other requirements.

"Purchase" means a purchase or lease of goods or services using your Account.

"Regular Credit Plan" means the APR, Fees, repayment terms, and other terms included in this Agreement for Purchases that are not part of a Promotional Credit Plan.

"Statement" means a document that we generally provide to you each Billing Cycle that shows Account activity, your Minimum Payment Due, and other important account information.

3. Account Documents.

The following documents govern your Account with us:

1. this Agreement;
2. all Statements, disclosures, or documents we provide to you while we service your Account;
3. any privacy notices;
3. all disclosures and materials provided to you before or when you opened your Account;
4. any other documents and disclosures relating to your Account, such as those provided during the application process at the dealer and when you use your Account including those regarding Promotional Credit Plans; and
5. any future changes we make to any of the above.

Please read all of these documents carefully and keep them for future reference.

4.Account Information.

We need information about you to evaluate your application and manage your Account. This includes the information requested on your application. You agree to tell us when this information changes and respond to our requests for information or additional documents to verify any information. We may restrict or close your Account if we cannot verify your information, or if you do not provide it as requested.

5.Use and Sharing of Information About You.

When you applied for an Account, you gave us and our, services providers, or agents information about yourself that we could share with each other. We and our affiliates, services providers, or agents will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. More information about how we use and share information is set forth in the privacy notices for your Account which you receive with your application package.

6.Credit Limits.

When you open your Account, we will tell you your credit limit. Your credit limit will also appear on your Statement.

You are responsible for keeping track of your Account balance and your available credit. You must manage your Account to remain below your credit limit. We may honor transactions above your credit limit, but if we do, these transactions will not increase your credit limit.

We may also increase, decrease, restrict, or cancel your credit limit at any time in accordance with applicable law. This will not affect your obligation to pay us.

7.Using Your Account.

- a. You may use your Account for lawful personal, family or household purposes only, and not for any business purposes. However, if the Account is used for business purposes or for unlawful transactions, you must still pay us for those transactions and any resulting Interest Charges or Fees.
- b. This Agreement governs your relationship with us, whether or not you use your Card or Account. The Agreement continues to apply even after your Account is closed.
- c. You must return the Card to us or destroy it if we ask you to.
- d. You must take reasonable steps to prevent the unauthorized use of your Card and Account.
- e. We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your credit limit or your Account is not in default.

- f. We are not responsible for any losses you incur if we do not authorize a transaction.
- g. We are not responsible for any losses you incur if anyone refuses to accept your Card or Account for any reason.
- h. You must not use, or try to use, your Card or Account for any illegal activity. You are responsible for any charges if you do.
- i. We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.
- j. You may not use your Account to pay any debts to us.

8. Promotional Credit Plans.

From time to time, we may offer you Promotional Credit Plans for specified Purchases. The terms for Promotional Credit Plans may be different from the standard terms of your Account and will be explained to you in materials and disclosures provided at the time a Promotional Credit Plan is offered to you. Deferred interest promotions are one type of Promotional Credit Plan and explained further in Deferred Interest Promotions section of this Agreement.

9. Deferred Interest Promotions.

From time to time, we may offer you the opportunity to enter into promotions that defer interest. This will be treated as a special Promotional Credit Plan. When you make a Purchase under a deferred interest promotion, it will be identified separately on your Statements. Each Statement will contain a summary of all deferred interest transactions, including the unpaid principal balances, any accrued or assessed interest charges and the dates until which payments or interest charges are deferred. The special deferral terms apply to a transaction for six (6) months, which we will call the “*Deferral Period*.” The Deferral Period will be disclosed to you before you consummate a deferred transaction. These special promotions are made available at our discretion, are subject to credit approval, are not available for all transactions and cannot be changed by customer request.

The six-month deferred interest promotional offer is available on all approved purchases of \$350 or more using the Account (“*Purchase Amount*”). The “*Pay Off Amount*” refers to the total sum required to pay off the Purchase Amount in full. Your Deferral Period is six (6) months from the date of purchase and is identified on your Statement as the Promotion Expiration Date. You will pay no interest on the Purchase Amount if you pay the Purchase Amount in full within the Deferral Period. If you do not, interest will be charged on the Purchase Amount from the purchase date.

During the Deferral Period, we include your deferred transaction(s) when we calculate your Minimum Payment Due and for purposes of determining your available credit. Specifically, at the end of a cycle in which a transaction is made under a deferred interest promotion, we determine the substantially equal payments you would need to make on each subsequent payment due date during the applicable Amortization Period to pay off the associated Purchase Amount in full with interest, assuming all payments are made on time. We include any such amounts in the Minimum Payment Due, generally without adjustment for early, late, missed or extra payments except in the final month(s) of the Amortization Period. See items 2 and 4 in the Minimum Payment Due section below. If you pay late or less than what is required, the portion of the Minimum Payment Due associated with a particular Purchase Amount for the last month of its Amortization Period may be higher and, likewise, if you pay early or more than what is required, the portion of the Minimum Payment Due for the last month(s) in the Amortization Period may be lower. You must pay your Minimum Payment Due every month during Deferral Periods. If you do not pay your Minimum Payment Due during Deferral

Periods, additional interest will be charged on the Purchase Amount from the purchase date. Paying only your Minimum Payment Due each month will not pay off the Purchase Amount by the end of the Deferral Period. Thus, you will have to pay more than your Minimum Payment Due to avoid deferred interest charges.

You will have to pay more than your Minimum Payment Due to avoid deferred interest charges because your Purchase Amount is amortized over the Amortization Period at an APR according to the table below. The Amortization Periods in the table are longer than your six-month Deferral Period. Thus, if you only pay your Minimum Payment Due, you will generally pay off the Purchase Amount based on the Amortization Period in the table, and you will be charged interest on the Purchase Amount from the purchase date. For example, a Purchase Amount of \$350.00 will be amortized over a 12-month Amortization Period at an APR of 27.99%. To avoid interest on the \$350.00 Purchase Amount, you would have to pay it in full within the six-month Deferral Period. If you make only the Minimum Payment Due during the six-month Deferral Period, you will not avoid interest on the \$350.00 and it will generally be paid off in 12 months.

The Statements we provide to you during Deferral Periods will include information about the amount you have to pay before the end of the Deferral Period to avoid interest charges. Any outstanding Purchase Amount balance remaining on the last month of your Deferral Period must be paid before the Deferral Period ends to avoid interest charges. This may require you to pay whatever Purchase Amount balance is remaining and the Minimum Payment Due for that month to avoid interest charges. For example, assume you have a Regular Credit Plan balance of \$200.00 and a Purchase Amount

balance of \$100.00 on the last month of your Deferral Period. Also assume that your Minimum Payment Due for that month is \$25.00. You would need to pay \$125.00 to avoid interest charges on your Purchase Amount. If you only paid \$100.00 that month, \$25.00 of your payment would be allocated to your Minimum Payment Due and you may not pay off your Purchase Amount before the end of the Deferral Period.

Deferred Interest Promotional Offer Amortization Information		
Purchase Amount	Amortization Period*	APR
\$350.00 to \$650.00	12 months	27.99%
\$650.01 to \$900.00	18 months	29.99%
\$900.01 to \$1,100.00	24 months	31.49%
\$1,100.01 to \$1,300.00	30 months	31.99%
> \$1,300.00	36 months	32.49%

***The Amortization Period is not the Deferral Period; the Deferral Period is always six-months.** As noted above, The Amortization Period is the period of time we spread the cost of the Purchase Amount over to determine how much of the Purchase Amount will be incorporated into your Minimum Payment Due. For example, a Purchase Amount of \$960.00 will be amortized over 24 months, which means that \$54.30 would be added to the Minimum Payment Due for the \$960.00 Purchase Amount for 24 months $\$54.30 \times 24 = \$1,303.20$, with the final payment(s) in the 24-month period subject to adjustment for missed, late, early or extra payments.

10. Authorized Users and Authorized Third Parties.

If we permit you to request that we issue a Card to another person and we approve your request, such person is an “*Authorized User*.” We may require certain information about them, and you should let them know that you are sharing their information with us. We may limit their ability to use your Account. They may have access to certain information about your Account. You will be liable, to the fullest extent permitted by law, for their use of the Account and anyone else they allow to use your Account, even if you did not want, or agree to, that use. For purposes of your liability for transactions under the Account and except as otherwise provided by law, the term Authorized User also includes any person to whom you permit to use or provide access to a Card, a device that can access the Account or authentication credentials for the Account.

If you want to remove an Authorized User from your Account, you must contact Customer Service at 1-855-808-5861 and request their removal. You also must immediately destroy all Cards in their possession and cancel any arrangements they may have set up on your Account. They will be able to use your Account until you have notified us that you are removing them from your Account. During this time, you will still be responsible for all amounts they charge to your Account to the fullest extent permitted by law. You will be responsible even if these amounts do not appear on your Account until later. In some cases, when an Authorized User is removed, we may need to close your Account, open a new account and issue a new Card to you.

If you ask us to allow any person to access your Account so they can make payments on it, they are an “*Authorized Third Party*.” We may require certain information about them, and you should let them know that you are sharing their information with us. We may limit their ability to access your Account. They may have access to information about your Account, and you authorize us to share such information with them. To remove an Authorized Third Party from your Account, contact Customer Service at 1-855-808-5861 and request their removal. An Authorized Third Party may contact us at this same number and have themselves removed.

11. Your Promise to Pay.

You promise to pay us all amounts due on your Account. This includes, to the fullest extent permitted by law, amounts where you did not sign a Purchase slip or other documents for the transaction. We will treat transactions made without presenting your Card (such as for mail, telephone, Internet, digital wallet, or mobile device Purchases) the same as if you used the Card in person. If you let someone else use your Card or Account, you are responsible for all transactions that person makes to the fullest extent permitted by law.

12. Statements.

We will generally send or make available to you one Statement for your Account at the end of each Billing Cycle. You must notify us at P.O. Box 84010, Sioux Falls, SD 57118 or 1-855-808-5861 of a change in your address. Under certain circumstances, the law may not require us to send or make available to you a Statement or may prohibit us from doing so. In such circumstances, we may continue to add interest and fees as permitted by law.

13. Disputed Transactions.

You should inspect each Statement you receive and tell us about any errors or questions you have, as described in the Billing Rights Summary on your Statement and in this Agreement.

If we credit your Account for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction. You will also, to the fullest extent permitted by law: (1) give us any information about the disputed transaction, if we ask; (2) not pursue (or cease your current pursuit of) any claim or reimbursement of the transaction amount from the merchant or any other person; and (3) help us get reimbursement from others.

14. No Warranties.

We are not responsible for any claim you may have regarding the Purchase of goods or services made with your Account beyond your rights described in the Billing Rights Summary on your Statement and in this Agreement.

15. Lost or Stolen Card and Unauthorized Use.

If you notice the loss or theft of your Card or possible unauthorized use of your Account, you must contact us immediately at: P.O. Box 84010, Sioux Falls, SD 57118 or 1-855-808-5861. You will not be liable for any unauthorized use 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.

If we reimburse you for unauthorized transactions, you will help us investigate, pursue, and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request.

16. Interest Charges.

We calculate your Interest Charges for each Credit Plan separately every Billing Cycle by using the “daily balance method” as follows:

1. We start with the balance at the end of the prior day, ***including any interest from that day.***
2. We add any new Purchases and Fees.
3. We subtract any new payments or credits allocated to the Plan, which gives us the daily balance for that day.
4. Finally, we multiply the daily balance by the applicable daily periodic rate (“DPR”), which is equal to the Annual Percentage Rate divided by 365. This gives us your interest for that day.

We repeat the process described above for each day in your Billing Cycle for each Credit Plan (i.e., any Regular Credit Plan and Promotional Credit Plans). **Adding interest from the prior day to the balance on which we calculate each day’s interest results in daily compounding.** To determine your total interest for a Billing Cycle, we add the daily interest amount for each day in a Billing Cycle together for all Credit Plans and then round that total to the nearest cent. If any daily interest amount is less than zero,

we treat it as zero. Fees are treated as Purchases and subject to the Regular Credit Plan APR, unless we agree that a Fee is eligible to be part of a Promotional Credit Plan, in which case, the Fee will be subject to the applicable Promotional Credit Plan APR. See additional information below regarding how a Grace Period and/or Promotional Credit Plans may impact Interest Charges in any Billing Cycle.

For Purchases made under your Regular Credit Plan, we will generally not charge interest on such Purchases if you continuously pay your Regular Credit Plan balances in full and the minimum payments due on your Promotional Credit Plans each month by the due date shown on your Statements. A Billing Cycle without periodic interest on Purchases under your Regular Credit Plan is referred to as a grace period on such Purchases (“Grace Period”). If your current Statement indicates that you made full payment of your Regular Credit Plan balance and any minimum payment due on your Promotional Credit Plans by the payment due date shown on the previous Statement (or this amount was zero or negative on the previous Statement), and if you also make a payment equal to the Regular Credit Plan balance and any minimum payment due on your Promotional Credit Plans indicated on the current Statement by the payment due date shown on the current Statement, then we will not charge interest on any portion of the Purchases under the Regular Credit Plan that appear on the current Statement.

On each Purchase under your Regular Credit Plan, we charge interest from the posting date on your Statement unless such Purchase posts during a Grace Period. If such Purchase posts during a Grace Period, but the next Billing Cycle is not a Grace Period (i.e., you fail to pay the Regular Credit Plan new balance and any minimum payment due on your Promotional Credit Plans in full by the payment due date), we start charging interest as of the first day of that next Billing Cycle on the portion of such Purchase, if any, that is not paid by the payment due date in that Billing Cycle. We do not charge interest on any such Purchase that is made during a Grace Period and paid in full by the payment due date in the next Billing Cycle so long as the previous month’s Regular Credit Plan balance and any minimum payment due on your Promotional Credit Plans was paid in full by that Billing Cycle’s payment due date.

In general, unless otherwise indicated in the Promotional Credit Plan terms, Interest Charges for Promotional Credit Plan transactions begin to accrue from the date of the transaction until paid in full, and there is no Grace Period to avoid Interest Charges on Promotional Credit Plans. Interest for Promotional Credit Plan transactions may be deferred as indicated in the Promotional Credit Plan terms (see the Promotional Credit Plan [Terms](#) and Deferred Interest Promotions sections of this Agreement).

Purchases subject to Promotional Credit Plans will be calculated as described above using the “daily balance method.” Your requirement to pay the interest will be subject to

the terms of your Promotional Credit Plan, which may provide that interest is deferred, and not required to be paid until a future date, or at all, if certain requirements are met (see the Promotional Credit Plans and Deferred Interest Promotions sections of this Agreement). If a Purchase is subject to a deferred interest plan, the interest calculated for a Billing Cycle may not be added to your total interest for that Billing Cycle, in accordance with the terms of the Promotional Credit Plan.

If there is an Interest Charge computed in accordance with this Agreement for your Regular Credit Plan, and it is less than \$2.00 in any Billing Cycle, we will charge you a “*Minimum Interest Charge*” of \$2.00 instead of the computed Interest Charge amount for such Billing Cycle.

We may increase your Interest Charges and Fees as described in the Changes to Your Agreement section of this Agreement.

17. Annual Fee.

The Pricing Information section of this Agreement informs you if your Account is subject to an Annual Fee, and, if it is, the amount of such fee. The Annual Fee is non-refundable and will be assessed when your Account is opened, and on an annual basis thereafter until your account is closed. Paying the annual fee does not limit our right to close the Account or our right to limit your ability to transact on the Account. The Annual Fee will not be billed to your Account after your Account is closed.

18. Late Payment Fee.

If we do not receive your Minimum Payment Due by the due date shown on your monthly Statement, you will be charged a Late Payment Fee. The fee will be \$30.00 if you did not incur a Late Payment Fee during any of the prior six billing periods; otherwise \$41.00. The late fee will never exceed the Minimum Payment Due that is not paid by the due date. We will not charge you more than a single Late Payment Fee with respect to the same Minimum Payment Due.

19. Returned Payment Fee.

If any check or other payment tendered in payment on your Account is returned unpaid for any reason, you will be charged a Returned Payment Fee. The fee will be \$30.00 if you did not incur a Returned Payment Fee during any of the prior six billing periods; otherwise \$41.00. The Returned Payment Fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the payment is returned unpaid.

20. Copy Fee.

You may request a copy of your monthly statement by calling 1-855-808-5861. If you request duplicates of any Statement or other document, a copying charge of \$3.00 per page may be imposed, unless the request is made in connection with a bona fide billing error dispute.

21. Minimum Payment Due.

You must pay at least the Minimum Payment Due by the payment due date each month. Your Minimum Payment Due and the due date are provided to you on your Statement. The Minimum Payment Due for your Account includes the minimum payment for each Credit Plan (i.e., the minimum payment for any applicable Regular Credit Plan and Promotional Credit Plan).

To determine the total Minimum Payment due, we use the following steps:

1. We calculate the greater of:
 - a. \$20, or
 - b. 3% of your Regular Credit Plan balance (excluding Interest Charges and Fees);

2. We then add:
 - a. Any Interest Charges billed during the Billing Cycle;
 - b. Any Fees billed during the Billing Cycle;
 - c. The Minimum Payment for each Promotional Credit Plan transaction balance; and
 - d. Any past due amounts for any Credit Plan, including balances remaining on Promotional Credit Plans after their Amortization Periods have expired and any associated Interest Charges.

3. We then round this total to the next highest dollar.

If the total Regular Credit Plan balance is less than \$20, the Regular Credit Plan minimum payment equals the total Regular Credit Plan balance. If any Promotional Credit Plan balance is less than the minimum monthly amount required to be paid according to the terms of the Promotional Credit Plan, the Promotional Credit Plan minimum payment equals, for purposes of the Minimum Payment Due calculation, the total balance for that Promotional Credit Plan.

Returns and other credits to your Account will reduce your Account balance.

22. Making Payments.

Any payment by mail, phone or online must be received by 11:59 p.m. Pacific Time on the payment due date to be considered timely. Payments we receive after 11:59 p.m. will not be credited to your Account until the next day. Payments by check must also: (l)

include the remittance coupon from your statement;(2) be made with a single check drawn on a US bank and payable in US dollars, and (3) include your Account number. If your payment by check does not meet all of the above requirements, crediting may be delayed, and you may incur late payment fees and additional interest charges.

You must mail all payment Items bearing restrictive words, conditions, limitations, or special instructions to: P.O. Box 205853, Dallas, TX 75320. This includes Items marked "Paid in Full" or similar language. This also includes all accompanying communications. If you make such a payment or send any accompanying communications to any other address, we may reject it and return it to you. We may also accept it and process it without losing any of our rights.

23. Other Payment Services.

We may make services available that allow you to make faster or recurring payments online or by telephone. We will describe the terms for using these services and any applicable Fees before you use them. You do not have to use these other payment services.

We are not responsible if your financial institution rejects a payment made using our payment services.

If you ask someone else to make a payment for you, we may provide that person with limited Account information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept it, you will be responsible for that payment even if a financial institution rejects it.

24. Payment Processing.

We may accept and process payments without losing any of our rights. Although we immediately credit your loan payment to the balance of your loan, we may hold your available credit until we confirm your payment cleared.

We may resubmit and collect returned payments electronically. If necessary, we may adjust your Account to correct errors, process returned and reversed payments and handle similar issues.

When you provide a check as payment, you authorize us 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. For inquiries, please call 1-855-808-5861. When we use information from your check to make an electronic fund 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. You also authorize us to reinitiate any declined or dishonored electronic fund transfer up to two additional times (or any greater number of times permitted by applicable network rules). We will provide additional information about this process on your Statement.

25. How We Apply Your Payments.

In each Billing Cycle, we apply payments up to your Minimum Payment Due amount at our discretion. Unless otherwise provided by applicable law, we apply any part of your payment exceeding your Minimum Payment Due amount to the Credit Plan balance with the highest APR, and any remaining portion to other Credit Plan balances in descending order based on the applicable APR. We do this based on the APRs in effect and balances owed on the day your preceding Billing Cycle ended. If more than one Credit Plan balance has the same APR, we will apply the payment to the oldest Credit Plan balance first. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a Promotional Credit Plan (e.g., deferred interest promotion). You may contact us at 1-855-808-5861 and request that we allocate amounts paid in excess of your Minimum Payment Due to specific Credit Plans.

26. Credit Balances.

We may reject and return any payment that creates or adds to a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges. We will make a good faith effort to refund any credit balance remaining in the account for more than six months; or, you may write to the address provided on your Statement or call us at 1-855-808-5861 to request a refund of any available credit balance and we will issue a refund as required by applicable law.

27. Account Default.

You will be in default if:

1. you do not make any payment when it is due;
2. any payment you make is rejected, not paid or cannot be processed;
3. you file or become the subject of a bankruptcy or insolvency proceeding;
4. you are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
5. we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us; or
6. you do not comply with any term of this Agreement or any other agreement with us.

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

1. charge you Fees, as permitted under the Agreement;
2. terminate any Promotional Credit Plan terms and apply any applicable terms that were disclosed to you as part of the Promotional Credit Plan offer;

3. terminate any Deferred Interest Promotion and charge you Interest Charges as provided in this agreement and/or in any Deferred Interest Promotional offer;
4. close or suspend your Account;
5. lower your credit limit(s);
6. decline or otherwise limit your ability to make transactions on your Account;
7. demand that you immediately pay the total balance owing on your Account including all promotional balances;
8. continue to charge you Interest Charges and Fees as long as your balance remains outstanding; and/or
9. file a lawsuit against you, or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

28. Communications.

To the extent permitted by applicable law, you authorize us, DigniFi and its agents, services providers, and assigns (collectively, the “*Messaging Parties*”) to contact you using any lawful means, including automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems, to provide you with information about the Card, the Account and/or this Agreement, including information about upcoming payment dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses you supply to the Messaging Parties, including in connection with your application for the Account, the Messaging Parties’ servicing and/or collection of amounts you owe under this Agreement, or any other transaction involving you and the Messaging Parties. You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for any resulting loss of privacy. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You agree that this authorization constitutes a bargained for exchange. To the extent you have the right under applicable law to revoke this authorization, you agree you may do so by calling the Messaging Parties at 1-855-808-5861 or by any other reasonable means. To stop marketing emails, you can follow the opt-out instructions included at the bottom of the Messaging Parties’ emails. If any telephone number you have provided to the Messaging Parties changes, or if you cease to be the owner, subscriber or primary user of any such telephone number, you agree to immediately give us notice of such facts so we can update their records.

You understand and agree that, subject to applicable law, the Messaging Parties may monitor and/or record any and all of your telephone conversations with any of their representatives for training, quality control, evidentiary and any other purposes. However, the Messaging Parties are not under any obligation to monitor, record, retain or reproduce such recordings, unless required by applicable law.

29. Credit Reporting and Obtaining Consumer Reports.

We may report information about your Account, to credit bureaus and others. **Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.** Information we provide may appear on your credit report.

If you believe that we have reported inaccurate information about your Account to a credit bureau or other consumer reporting agency, notify us in writing at P.O. Box 7084, Boulder, CO 80306. When you write, please specify the information you believe is inaccurate. Include enough details to identify the account, such as the account number, as well as the name, address, and telephone number of the consumer. Additionally, please provide any supporting documentation or other information to substantiate your dispute. We will research the issue and let you know if we agree or disagree with you. If we agree, we will contact each consumer reporting agency we reported to and request a correction.

You authorize us and DigniFi to obtain your consumer report(s) and other information from consumer reporting agencies and/or other third party sources from time to time for use in: (1) servicing, monitoring, collecting or enforcing this Agreement or any other agreement between you and us; (2) providing your credit data to you; (3) evaluating you for and offering you any financial products and services; and/or (4) other related purposes.

30. Closing or Suspending Your Account.

You may contact us at 1-855-808-5861 to ask us to close your Account.

We may close or suspend your Account at any time and for any reason permitted by law, even if you are not in default.

If your Account is closed or suspended by either you or us for any reason, you must stop using your Card. If we close or permanently suspend your Account, you must return or destroy all Cards. You must still pay us all amounts you owe on the Account, including any amounts that post to your Account after it is closed or suspended.

31. 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 notice of any changes as required by law. We may notify you of changes on your Statement or in a separate notice. Our notice

will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes. If we increase your APR for any reason, or if we change your Fees or other terms of your Account, we will notify you as required by law. You may not change this Agreement unless we agree to your change in writing.

32. The Law that Applies to Your Agreement.

This Agreement is entered into between you and us in the State of Utah and we extend credit to you from Utah. This Agreement and your Account will be governed by and construed in accordance with federal law, and to the extent state law applied, the laws of the State of Utah without regard to rules concerning conflicts of law or choice of law. We will make the decision whether to open an account for you based on criteria established in Utah.

33. 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 (except as specifically addressed in the Arbitration provision).

34. Entire Agreement.

This Agreement is a final expression of the agreement between you and us and supersedes and may not be contradicted by evidence of any prior or contemporaneous oral communication or understanding between you and us.

35. Waiver.

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future.

36. Assignment.

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

which may act for us under this Agreement and rely on the rights given to us under this Agreement.

37. Military Lending Act Disclosure.

The federal Military Lending Act (“*MLA*”) provides important protections for certain members of the Armed Forces and their dependents (“*Covered Borrowers*”) relating to extensions of consumer credit. The following provisions apply only to Covered Borrowers.

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).

In order to hear important disclosures and payment information about the account of a Covered Borrower, you may call 1-855-808-5861.

The Arbitration Provision set forth in this Agreement does not apply to you if you are a Covered Borrower.

38. Arbitration.

THIS ARBITRATION CLAUSE (“CLAUSE”) IS IN THE FORM OF QUESTIONS AND ANSWERS TO MAKE IT EASY TO GRASP. THE PARTIES AGREE IT IS LEGALLY BINDING.

- 1. What is an arbitration (or “Arb.,” for short)? An alternative to a court case.** In an Arb, a neutral third party (“*Neutral*”) decides claims without a judge or jury. The hearing is private. It is usually less formal and faster than a lawsuit. It can save legal fees. It involves limited pre-hearing fact-finding and limited appeals. Courts rarely reverse Arb awards.
- 2. Can you opt out of this Clause? Yes, within 45 days.** If you do not want this Clause to apply, you must send us a signed notice within 45 days after you open your account. You must send the notice in writing to us at P.O. Box 7084, Boulder, CO 80306, Attn. Legal (or any address we later provide you) (the “*Notice Address*”). Give us your name, address and the date you opened your account.
- 3. What is this Clause about? Your and our agreement to decide certain “Claims” through Arbs.** Generally, either you or we may elect to decide any “*Claim*” (as

defined in Q5) through an individual Arb or, for certain “Mass Claims,” a “Group Arb” (as such terms are defined in Q8 and Q17f).

4. Who does this Clause cover? You and us. This Clause governs you, the person signing below, and us. Solely as used in this Clause, the words “we,” “us,” and “our” mean: (1) WebBank and DigniFi; (2) their parents, subsidiaries, affiliates, assignees and successors; (3) the employees, directors, officers, shareholders, members and representatives of these companies; and (4) any person or company that you name in a Claim at the same time you pursue a related Claim against WebBank.

BUT, THIS CLAUSE DOES NOT APPLY IF: (1) YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT (THE “MLA”) AND YOUR TRANSACTION IS SUBJECT TO (AND NOT EXEMPT FROM) THE MLA; OR (2) YOU OPT OUT (SEE Q2).

5. What Claims does this Clause cover? All legal claims (except certain claims about this Clause). This Clause governs all “*Claims*” between you and us that a court would normally decide.

The word “*Claims*” has the broadest reasonable meaning.

“*Claims*” includes claims based on contract, statute, ordinance, rule, regulation or constitution. It includes tort claims (including fraud and intentional tort claims).

“*Claims*” includes claims for money, injunctions or other equitable or declaratory relief. It includes direct claims, counterclaims and crossclaims.

“*Claims*” includes claims related to the validity of the Agreement, your Account, any Account Documents, and any Cards as a whole.

BUT, “*Claims*” does not include disputes about the validity, coverage or scope of this Clause or any part of this Clause. All such disputes are for a court and not a Neutral to decide. Also, “*Claims*” does not include claims under the federal Servicemembers Civil Relief Act.

6. What must you or we do before starting a lawsuit or Arb? Give a written Claim Notice and try to settle the Claim. Before starting a lawsuit or Arb, the party with a Claim (the “*Claimant*”) must give the other party (the “*Responder*”) written notice of the Claim (a “*Claim Notice*”). The Claim Notice must explain in reasonable detail the nature of the Claim, any supporting facts, the requested relief and how such relief was computed. (For example, for \$2,700 of Claims, you might say that you were charged \$200 too much, incurred \$500 of medical bills and \$1,000 of pain and suffering and are entitled to \$1,000 of punitive damages.)

If you are the Claimant, you must send the Claim Notice in writing to us at the Notice Address. You and any lawyer you have personally hired must sign the Claim Notice. You must give your full name, the date of this Agreement and full contact information for you or your lawyer. By signing the Claim Notice, you certify that any facts set forth in the Claim Notice are true and not misleading. By signing the Claim Notice, your lawyer certifies that your lawyer has made a reasonable review of the facts set forth in the Claim Notice and believes them to be true and not misleading.

If we are the Claimant, we may send a Claim Notice to you at any mail or email address we have for you in our records. A notice or letter stating that any amount you owe us is past due will serve as a Claim Notice.

The Claimant and Responder must try to settle the Claim on an individual basis and without filing a lawsuit or Arb for at least 30 days (the “*Pre-Filing Period*”). During the Pre-Filing Period, at the request of either party, you and we must participate personally in a meeting (a “*Meet-and-Confer*”) in person, online or by conference call. The Meet-and-Confer will be limited to Claims between you and us. If you are represented by counsel, your counsel may participate in the Meet-and-Confer. **But, you will still need to be personally present for the Meet-and-Confer.** We may participate through any of our representatives, including in-house or outside counsel. If you are a Claimant with a Mass Claim (a “*Mass Claimant*”), your lawyer may give a single Claim Notice for you and other Mass Claimants but you still need to engage personally in a Meet-and-Confer upon our request.

If you are represented by a lawyer, your lawyer must certify whether or not your lawyer knows or has good reason to believe that your Claim will be a “Mass Claim” (as defined in Q8). If so, or if it is later determined that the Claim is a Mass Claim, the Mass Claim will be subject to Q17 and its further pre-filing requirements.

The Claimant may not start an Arb until the Claimant complies in full with this Q6. This includes: (a) giving a Claim Notice; (b) trying to settle the Claim in good faith; (c) upon request, participating personally in a Meet-and-Confer on an individual basis; and (c) for Mass Claims, complying with Q17.

If we give written notice that you have not complied with this Q6, the company you choose to manage the Arb may not accept your Arb filing or proceed under this Clause unless you obtain a court order (no longer subject to appeal) that authorizes the filing. If you do not comply with this Q6, you agree that we are entitled to an injunction and/or money damages for our Arb filing fees and our reasonable legal fees and costs to enforce this Q6.

7. **What happens next? The Claimant may file a lawsuit or an Arb.** If the Claimant has complied with Q6 but the parties do not reach an agreement to settle a Claim during the Pre-Filing Period, the Claimant may start a lawsuit or Arb, subject to Q17. To start an Arb, the Claimant must follow the rules of the Arb Manager the Claimant chooses (collectively and as amended and/or supplemented, the “*Manager Rules*”). See Q9.

If the Claimant starts or threatens a lawsuit, the Responder may demand an Arb instead. The Responder may make this demand in court papers. Also, the Responder may make this demand if the Claimant starts a lawsuit on an individual basis and then tries to pursue a class action. Any lawsuit must stop at once if the Responder makes an Arb demand.

8. **What are “Mass Claims”? “Mass Claims” happen when at least 25 Mass Claimants with common (or cooperating) counsel give Claim Notices within 180 days. “Mass Claims” are Claims that meet the following conditions:**

- a. The Mass Claimants are represented by the same counsel and/or counsel working together (“*Mass Claims Counsel*”). You agree that Mass Claims Counsel will act for you and all Mass Claimants.
- b. The Mass Claimants or Mass Claims Counsel give Claim Notices for at least 25 Mass Claimants within 180 days of the first such Claim Notice. But, a Claimant who hires Mass Claims Counsel and gives a Claim Notice after this 180-day period is still a “Mass Claimant” asserting “Mass Claims.” Such Mass Claimant is subject to Q17 to the same extent as Mass Claimants who give their Claim Notices within the initial 180-day period.

A Claim may be a Mass Claim even if it is unknown at first that the Claim is described in Q8a or Q8b. For example, the first 24 Claim Notices with common Claimant Counsel will be Mass Claims subject to Q17 if Claimant Counsel gives another Claim Notice within 180 days of the first such Claim Notice. Disputes over whether Claims Notices trigger Q17 will be decided by the Manager, by a Neutral appointed by the Manager to address process issues (a “*Process Neutral*”) or by a court—not by individual Neutrals in separate Arbs.

9. Who manages the Arb? What rules apply? Usually, AAA or NAM will manage an Arb under its rules. The Arb manager (“*Manager*”) will be either:

- The American Arbitration Association (“**AAA**”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org.
- National Arbitration and Mediation (“**NAM**”), 122 East 42nd Street, Suite 803, New York, NY 10168, National Arbitration and Mediation (namadr.com).
- Any other company picked by agreement of the parties.
- If all the above options are unavailable, a Manager picked by a court.

Arbs are conducted under this Clause and the Manager Rules in effect at the time the Arb is commenced. For AAA, these include AAA’s Consumer Arbitration Rules and, if applicable, the AAA Consumer Mass Arbitration Rules. For NAM, these include NAM’s Comprehensive Dispute Resolution Rules and Procedures and NAM’s Supplemental Rules for Mass Arbitration Filings. But, Manager Rules that conflict with this Clause do not apply.

The Neutral will be chosen under the Manager Rules. But, the Neutral must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.

No Arb brought on a class basis may be managed or conducted without our consent by any Manager or Neutral who would permit a class Arb under this Clause.

10. Can a Claimant bring Claims in court? Sometimes. The Claimant may bring a lawsuit if the Responder does not demand an Arb. Also, some Claims for a public injunction may be brought in court. See Q13. Finally, either party may start or require

that a small claims court decide any individual Claim that such court may hear under its rules. The judge hearing such a Claim will be treated as the Neutral under this Clause. The judge's decision will be treated as an Arb award under this Clause. The small claims court will conduct its hearing under its own rules (and not the Manager Rules).

11. **Are you giving up any rights? Yes. If you start an Arb or we demand an Arb of a Claim you bring in court, you give up your right to:** (a) have a court or jury decide the Claim; (b) bring the Claim as a private attorney general or representative of other parties; (c) without our consent, join the Claim with claims of other consumers; or (d) engage in a class action or class Arb. **But, see Q13 as to public injunction Claims.**
12. **Can you start a class Arb? No. The Neutral may not decide any Claim on a class or representative basis.**
13. **What happens if part of this Clause is invalid? It depends.** You must give us written notice and at least 30 days to cure any problem that might prevent an Arb of a Claim. See Q26.
 - a. If any part of this Clause is held invalid, generally the rest of this Clause will continue to apply.
 - b. But, if a court rules that the Neutral can decide a Claim on a class or other representative basis and the ruling becomes final after all appeals, only this Q13b will apply and the remainder of this Clause will be void.
 - c. And, if you bring a Claim for public injunctive relief and a court enters an order, not subject to further appeal, that the limits on representative Claims are invalid regarding such Claim, such Claim will be decided in court and any individual Claims for monetary relief will be arbitrated. In such case, the parties will ask the court to stay the Claim for public injunctive relief until a court has entered the Arb award as to individual relief.
14. **In sum, what options do you have to assert Claims against us? Most Claims are subject to an Arb.** All Claims subject to this Clause must be decided in: (a) an individual Arb; (b) a lawsuit if the Responder does not demand an Arb; (c) an individual action in small-claims court, with the judge acting as the Neutral; or (d) a lawsuit that solely addresses a Claim for public injunctive relief, as provided in Q13.
15. **What law applies? The Federal Arbitration Act (“FAA”).** The Agreement, your Account, Account Documents, and any Cards involve interstate commerce. Thus, the FAA governs this Clause. The Neutral must apply substantive law and comply with the FAA. The Neutral must honor statutes of limitation and privilege rights. As to punitive damages, the Neutral must honor constitutional standards that apply in court.
16. **Will anything you do make this Clause invalid? No.** If you do not opt out and the MLA does not apply, this Clause will stay in force even if you: (1) cancel the your Account and/or this Agreement; (2) satisfy all of your duties under this Agreement; (3) default; or (4) become insolvent or bankrupt.

17. How are Mass Claims resolved? Per special terms involving Initial Arbs, mediations and/or Group Arbs. In some cases, Mass Claims may make individual Arbs impractical or too costly. Q17 addresses this problem. It seeks to resolve Mass Claims as fairly and quickly as possible, at low cost. **Q17 applies to all Mass Claims despite any language in this Clause to the contrary.**

- a. **If you or Claimant Counsel know or have good reason to believe that there are or will be Mass Claims, you must comply with Q6 and the pre-filing terms of this Q17 before filing any lawsuit or Arb. Except per this Q17, you may not file any Mass Claim in a lawsuit or Arb. If you do, you will be liable for the Manager's filing fees, costs of enforcing this Q17 and other damages caused by your breach.**
- b. At any time, either we or the Mass Claimants (the two "Sides") may require the Manager to appoint a Process Neutral to decide any scheduling, discovery or other process issues the two Sides cannot resolve through discussion. Decisions of the Process Neutral are not subject to appeal.
- c. You may not file any Mass Claim in court or an Arb until 210 days run from the first delivery of a Claim Notice by a Mass Claimant or, if earlier, until Mass Claims Counsel certifies in writing that the Pre-Filing Period has run for all or substantially all the Mass Claims.
- d. Once this no-filing period ends, each Side will select up to 10 Mass Claims for individual Arbs under this Clause ("*Initial Arbs*"). This will help the two Sides test the strength of the Mass Claims.
- e. Soon after all Initial Arbs have ended (or sooner if both Sides agree), both Sides will engage in a single mediation of all remaining Mass Claims. For any mediation, we will pay the mediator fees. If the two Sides cannot agree on a mediator within 30 days, the Manager, a Process Neutral or a court will appoint the mediator. Both Sides must cooperate to schedule a mediation soon after the mediator is appointed.
- f. If the two Sides do not settle all Mass Claims within 30 days after the end of the mediation, either Side (the "*Elector*") may give a written notice to the other Side (the "*Receiver*") within 60 days after the end of the mediation (a "*Group Election*"). The Group Election must state that, in the Elector's view, the Claims of the remaining Mass Claimants (the "*Remaining Claimants*") include common issues of law or fact ("*Common Issues*") best resolved through Arbs between groups of Mass Claimants ("*Qualifying Groups*") and us ("*Group Arbs*").
 - i. If either Side makes a Group Election, the Elector and Receiver must try in good faith to agree: (A) whether Group Arbs are warranted; (B) if so, how many Remaining Claimants, not more than 50, should be in each Qualifying Group; and (C) how Mass Claimants should be assigned to Qualifying Groups. Unless we agree otherwise, the amount of money we have offered to settle the Claims of the Remaining Claimants in any single Group Arb

shall not exceed \$ 50,000. If the two Sides cannot agree on the above matters in this Q17f.i within 30 days, a Process Neutral will decide.

- ii Before the Remaining Claimants start a Group Arb, the two Sides will ask both AAA and NAM how much they will charge for Group Arb. Neither Side shall start a Group Arb before 30 days have run from both AAA and NAM giving final price data for Group Arb.
 - iii No Neutral in a Group Arb may decide any class Claim or any Claim for a public injunction.
 - iv The Neutral in each Group Arb will decide who will bear the Neutral's fees and charges, without regard to AAA or NAM rules that would otherwise apply. But, subject to Q23, we will bear at least 50% of such fees and charges.
 - v If neither Side makes a Group Election and Mass Claims Counsel certifies that individual issues predominate over Common Issues of the Mass Claimants for all your Claims, you may bring a lawsuit against us to resolve any remaining Claims. **In such event, you may not bring an Arb against us.** But, subject to Q13, we may still elect an Arb of any Claims if you try to assert in court any Claims on a class or representative basis.
- g. If: (i) neither Side makes a timely Group Election within 60 days from the end of the mediation after the Initial Arb; (ii) either Side makes a timely Group Election and AAA and NAM provide final price data for Group Arb; or (iii) Mass Claims remain after the final Group Arb, within 30 days after such event either Side may give written notice to the other Side (a "*Manager Rejection Notice*") that it elects for a Neutral to conduct any further Arb of Mass Claims ("*Further Arb*") without help from AAA or NAM. In such event, the two Sides will try to agree on Neutrals to conduct such Further Arb. If they cannot agree, either Side may ask a court to appoint such Neutrals. The court should try to find qualified Neutrals who charge no more than the amount Neutrals charge for AAA or NAM mass Arb, whichever is less. Once a Neutral has been selected and retained for a Further Arb, such Neutral will start and conduct such Further Arb per this Clause and such further procedures as such Neutral shall adopt with due regard to the Manager Rules.
- h. Either Side may also give a Manager Rejection Notice to the effect that it will not agree to Arb managed by AAA or, alternatively, that it will not agree to Arb managed by NAM.
- i. Absent your and our written consent, no person may serve as Neutral for more than one Initial Arb, Group Arb and/or Further Arb involving the Mass Claimants.
- j. You agree that Mass Claims Counsel will act for you and all Mass Claimants.

- k. **The statute of limitations on any Claim you bring will not run from the time you file a proper Claim Notice until you are first allowed to start a lawsuit or Arb.**

While this Q17 is designed to resolve Mass Claims fairly, quickly and efficiently, you understand that your Claim may not be selected for an Initial Arb or resolved in a Group Arb. You further understand that, in some cases, resolution of any Mass Claims you assert may be delayed by this Q17.

- 18. How must the Neutral limit costs and burdens on the parties? Through a number of actions.** To the extent possible, the Neutral must try to limit costs and burdens on the parties. Thus, where possible, the Neutral must: (a) conduct document-only Arbs, without oral argument or an in-person hearing; (b) allow the parties to introduce any needed testimony through excerpts from recorded depositions of party witnesses; (c) for Mass Claims, allow each Side to introduce prior recorded live testimony from other Arbs involving the Mass Claimants; (d) limit Mass Claimants from obtaining new and duplicative discovery from us by, among other things, allowing discovery obtained from us in any Arb of a Mass Claim to be used by all of the Mass Claimants in any other Arb or lawsuit between a Mass Claimant and us; (e) conduct any necessary hearing virtually or by conference call; (f) hold any in-person hearing at a place reasonably convenient to you ~~and us~~; (g) follow expedited procedures; and (h) honor the Mass Claim provisions of this Clause, as set forth in Q17. Where possible, a Process Neutral shall decide how to apply this Q18.
- 19. What about appeals? Appeals are very limited.** Appeal rights under the FAA are very limited. Except for: (a) FAA appeal rights; and (b) Claims involving more than \$50,000 (including Claims for an order that could cost more than \$50,000 and Claims in a Group Arb that total more than \$50,000), the Neutral's award will be final and binding. For Claims involving more than \$50,000, either party may appeal the award to a three-Neutral panel selected per this Clause. The panel will revisit from the start any part of the initial award either party has appealed. The panel's decision will be final and binding except for any FAA appeal right. Any appropriate court may enter judgment upon the Neutral's (or panel's) award.
- 20. Do Arb awards affect other disputes? Generally not.** You and we agree that no Arb award involving you will affect any issues or claims involving any other party. Also, no Arb award in another party's dispute will affect any Arb involving you. But, in a Mass Arb you or we may introduce the results of prior Arbs solely to argue that the Mass Claims or our defenses are for an improper purpose. See Q23.
- 21. Who bears Arb fees? The Manager, a Process Neutral or the Neutral in your Arb will decide.** The Manager, a Process Neutral or the Neutral in your Arb will decide each party's share of fees and costs for Arbs. But, we will pay all Arb fees and costs required by law or the Manager Rules and all fees and costs we must pay to enforce this Clause.
- 22. Will we cover your legal fees and costs? Sometimes.** If you win an Arb you start, we will pay your reasonable fees and costs for attorneys, experts and witnesses if required by law or the Manager Rules or if required to enforce this Clause. Fees we

must bear will be decided by the Neutral based on the number of hours worked and standard rates. The Neutral will not limit his or her fee award because your Claim is for a small amount.

- 23. Can the Neutral shift costs from one party to the other? Sometimes.** Unless it would conflict with law or make this Clause invalid:
- a. A party is entitled to its reasonable fees and costs if the other party brings or defends a Claim for any improper purpose, including to harass the injured party, cause unnecessary delay or increase costs to the injured party.
 - b. The parties agree that the provisions Federal Rule of Civil Procedure 68 shall apply to any claim.
 - c. The party who receives a settlement offer may only disclose it to support a claim for relief under Q23a or b.
- 24. Can the parties get a written ruling? Yes.** Either party may request a written ruling within 14 days of the ruling. Upon such request, the Neutral will explain the ruling in writing.
- 25. Are Arb's confidential? Yes.** You and we agree to keep confidential all aspects of each Arb under this Clause, any confidential information produced in the Arb and any Arb award or decision. But, either party may disclose such information to the extent needed to pursue the Arb, to appeal or confirm any award or to get professional services. Any court filing to appeal or confirm an award must be made under seal. At either party's request, the Neutral shall enter an order protecting confidential information.
- 26. Can you or we change the terms of this Clause? Yes, subject to certain limits.** You and we may agree in writing to change any terms of this Clause at any time, before or after a dispute arises. Also, we may waive any rights or amend this Clause at any time without your consent, solely to give you more rights and/or less duties.
- 27. Can our failure to settle a Claim produce a larger award for you? Yes, unless the Claim is a Mass Claim.** Except for Mass Claims, the Neutral must award you at least \$5,100 if: (a) you give us a Claim Notice on your own behalf (and not on behalf of any other party) and comply with all of the requirements of this Clause (including Q6); and (b) the Neutral awards you more money than the last amount you requested at least 10 days before the Arb commenced. This is in addition to any attorneys' and expert fees and expenses you are due under the law or this Clause. This \$5,100 minimum award is a single award for all your possible Claims. You cannot get multiple \$5,100 awards. The party who receives a settlement offer may not disclose it to the Neutral or any other person except per Q23b or c or this Q27.

Billing Rights Summary

Your Billing Rights Keep This Notice 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 as soon as possible at:

WebBank, c/o DigniFi - P.O. Box 7084, Boulder, CO 80306.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an 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 at 1-855-808-5861 or notify us electronically at Questions@dignifi.com, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter.

When we receive your letter, we must do two things:

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

While we investigate whether or not there has been an error, the following are true:

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 until we send you a notice about the outcome of our investigation, 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 use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement, we mailed to you, or if we own the company that sold you the goods or services.);
2. You must have used your credit card for the purchase.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at WebBank, c/o DigniFi, P.O. Box 7084, Boulder, CO 80306.

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 do not pay, we may report you as delinquent.

PRIVACY NOTICE STATEMENT

Rev: 08/2019

FACTS	WHAT DOES DIGNIFI DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and account transactions • Credit history and credit scores • Income and employment information
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons DigniFi chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does DigniFi share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing	<p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <ul style="list-style-type: none"> • Call +1 (855) 808-5861 • Email us: questions@dignifi.com
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	<p>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us anytime to limit our sharing.</p>
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Questions?	Call +1 (855) 808-5861 or visit www.dignifi.com
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Who We Are	
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Who is providing this notice?	DigniFi and its affiliates as listed below.
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What We Do	
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<p>How does DigniFi protect my personal information?</p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>Additionally, DigniFi requires and trains its employees to comply with its privacy standards and policies, which are designed to protect customer information.</p>
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<p>How does DigniFi collect my personal information?</p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for a loan • Open an account • Provide employment information • Give us your income information • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. We also collect your information from others, such as credit bureaus and service providers like Plaid and Flinks, acting on your behalf and with your authorization.</p>
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<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes — information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
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<p>What happens when I limit sharing for an account, I hold jointly with someone else?</p>	<p>Your choices will apply to everyone on your account - unless you tell us otherwise.</p>
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Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include companies with a DigniFi name such as</p> <ul style="list-style-type: none"> • DigniFi Servicing, Inc. • DigniFi Finance, Inc. • DigniFi Tech, Inc. • DigniFi Holdings, Inc. • DigniFi Encina SPV, LLC
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates, we share with include service providers acting on your behalf, like Plaid and Flinks.</p> <ul style="list-style-type: none"> • DigniFi does not share with nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • DigniFi does not jointly market.

Other Important Information
<p>California Residents: Except as permitted by law or if you give us your permission, we will not share information we collect about you with nonaffiliates or affiliates. Please see the notice titled "Important Privacy Choices for Consumers."</p> <p>Nevada Residents: If you prefer not to receive marketing calls from us, you may call +1 (855) 808-5861 to be placed on our Do Not Call List. For more information, mail DigniFi 4772 Walnut St, Ste 200, Boulder, CO 80301 or visit www.dignifi.com. You may also contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E Washington St., Suite 3900, Las Vegas, NV 89101, call 702-486-3132, or email BCPINFO@ag.state.nv.us. This notice is provided pursuant to state law.</p> <p>Vermont Residents: Except as permitted by law or if you give us your permission, we will not share information we collect about you with nonaffiliates or affiliates.</p>

FACTS	WHAT DOES WEBBANK DO WITH YOUR PERSONAL INFORMATION? Rev: 08/2019
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and account transactions • Credit history and credit scores • Income and employment information When you are no longer our customer, we continue to share your information as described in this notice.
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons WebBank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does WebBank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call +1 (855) 808-5861 or go to www.dignifi.com
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What We Do	
How does WebBank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does WebBank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • apply for a loan or give us your income information • tell us where to send the money or provide employment information • show us your government-issued ID <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes — information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • WebBank does not share with our affiliates.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • WebBank does not share with nonaffiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • WebBank does not jointly market.

Other Important Information	
Notice to Vermont Residents	
<ul style="list-style-type: none"> • We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. • Additional information concerning our privacy policies can be found at www.dignifi.com or call +1 (855) 808-5861. 	
Notice to California Residents	

If you live in California, we will not share information about you (1) with our affiliates for their own purposes or (2) for joint marketing with other Financial companies.

AUTHORIZATION & CONSENT FOR ELECTRONIC DELIVERY OF DISCLOSURES

You may not apply online unless you accept these disclosures and information electronically.

Please read this information thoroughly and print a copy and/or retain this information electronically for your records.

From time to time, we may be required by law to provide certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically that pertain to all products offered via the DigniFi platform including but not limited to: the WebBank issued installment loan ("Installment Loan") and the ExpressWay credit card account ("ExpressWay Credit Card"). Please read the information below carefully and if you can access this information electronically and agree to these terms and conditions, please confirm your agreement by clicking "Submit Application."

By consenting to electronic disclosures, you are:

- Agreeing to receive electronically any state or federal disclosures, notifications and communication in connection with the application for, the opening of, maintenance of or collection of your Installment Loan or ExpressWay Credit Card ("E-disclosure");
- ***For ExpressWay Credit Card customers only:***
 - Consenting to receive billing statements electronically on an ongoing basis at <https://app.dignifi.com> (<https://app.dignifi.com>).
 - Electing not to receive billing statements via U.S. postal service on a recurring basis for the credit card account for which you are electing to receive electronic billing statements ("E-statements");

Consenting to and acknowledging that you have read, understand and agree to be bound by the following terms and conditions.

By clicking the "Submit Application" button, you agree to:

- Receive, access and retain electronic disclosures.
- That you meet the hardware and software requirements listed below, including the ability to receive and read emails and log into <https://app.dignifi.com>.
- Agree to download or print the disclosures for your records.
- Acknowledge that you are providing your consent to receive electronic communications pursuant to the Electronic Signatures in Global and National Commerce Act and our intent is that this statute applies to the fullest extent possible.

Access Requirements. To access and retain electronic disclosures, you will need a desktop or laptop personal computer that has access to the internet. Compatible operating systems including recent versions of Windows and macOS. You must have a web browser that at a minimum supports 128-bit encryption. Such web browsers include the most recent versions of Internet Explorer, Chrome, Firefox, or Safari. You must also have an email account and related software capable of receiving emails through the internet. In order to access the disclosures, you must have an updated version of Adobe Reader and maintain an accurate email address. You must also have a compatible printer connected to your computer if you wish to print copies of such documents, or available storage space on your computer to retain a copy of the file.

Additional Mobile Technology Requirements: If you are accessing the DigniFi website from a mobile device (such as a smart phone, tablet, or similar device), in addition to the above requirements you must make sure that you have the latest device operating system (e.g., the latest version of iOS or Android OS) and the ability to save or print your loan documents in PDF format on a mobile device. If you do not have these capabilities on your mobile device, please access our site through a device that provides these capabilities.

If there is a change in the hardware/software requirements associated with this service that creates a material risk that you will not be able to access electronic disclosures, we will notify you, provide an explanation of the updated hardware/software requirements, and allow you the opportunity to withdraw consent for continued electronic delivery. It is your responsibility to ensure that your hardware and software continue to meet the disclosed hardware and software requirements and electronically save or print copies of any documents delivered electronically that you wish to retain in paper form. You agree to notify us if you are unable to access any of the information provided by us electronically.

E-statement Access.

For Installment Loan customers: You will have the ability to download and print E-statements documents we send to you by accessing your account online at www.dignifi.com, using your User ID and Password to access your account, and clicking on the “Statement History” link to obtain your E-statement. Each of your electronic disclosures will remain accessible on our website until your account is closed or deactivated.

For ExpressWay Credit Card customers: in order to access your E-statements electronically, you must log onto our website at <https://app.dignifi.com> via the Internet, use your User ID and Password to access your account, and click on the “Statement History” link to obtain your E-statement. Each of your electronic disclosures and E-

statements will remain accessible on our website for at least 6 months after we notify you of its availability. Following your enrollment in E-statements, you may begin viewing your billing statements online beginning with your next statement cycle.

Right to Receive Paper Statements and Other Records and Information.

We reserve the right to communicate with you in writing using the U.S. Postal Service, no matter what option you have chosen. For accounts that are in default or subject to the automatic stay in bankruptcy, we may, at our sole option, elect to discontinue delivering electronic disclosures and E-statements.

For Installment Loan customers: At any time, you may request paper copies of any record made available to you electronically. To request a paper copy, please call us at (855) 808-5861.

For ExpressWay Credit Card customers: You are enrolling to receive disclosures, E-statements, and any other notifications or information electronically rather than by mail. At your option, you may ask us to send a paper copy of your billing statement or any other disclosure by mail. If you make such a request, a copying charge of \$3.00 per page may be imposed, unless the request is made in connection with a bona fide billing error dispute.

Withdrawing Consent to Receive Electronic Disclosures You have the right to withdraw your consent to receive electronic disclosures at any time and choose to receive paper disclosures in lieu of electronic disclosures, including any billing statement on an ongoing basis.

For Installment Loan customers: To withdraw your consent, you may contact us via telephone at (855) 808- 5861 or through email at questions@dignifi.com. You may also reach us at DigniFi, PO Box 7084, Boulder, CO 80306-7084. If you withdraw your consent in writing, you must provide us with your full name, US postal address, account number and telephone number.

For ExpressWay Credit Card customers: To withdraw your consent, simply change your preference to receive electronic disclosures and E-statements "by mail" in your account center at <https://app.dignifi.com> or mail any notices to our servicer DigniFi at PO Box 7084, Boulder, CO 80306-7084 or contact us via telephone at (855) 808-5861 or through email at questions@dignifi.com. There is no fee to change your delivery preference, however, you may no longer have access to past E-Statements once you have changed your delivery preference.

Accurate Email Address Required. You must also maintain a valid and active e-mail address. If at any time your e-mail address changes you must notify us immediately. We will send you an email notification at your last email address of record when your E-statement is available. If we send you email notification and it is returned to us as

undeliverable, we may attempt to contact you and ask that you update your email address.

For Installment Loan customers: you may update this information by emailing us at questions@dignifi.com.

For ExpressWay Credit Card customers: you can update your email address by logging into your account at <https://app.dignifi.com>, clicking on the "Account Services" link, and then selecting "Change Contact Information" from the list of options presented.

Discontinuation of Electronic Disclosures. We reserve the right to terminate the delivery of electronic disclosures in whole or in part at any time without prior notice except as required by law.

Your Computer Equipment or Software. We will not be responsible for any errors or failures from any malfunction of your computer, or any computer virus or other problems related to your computer equipment.

You understand that the information you have elected to receive is confidential in nature. We are not responsible for unauthorized access by third parties to information and/or communications provided electronically, nor any damages caused by unauthorized access. We are not responsible for delays in the transmission of any information. We are not responsible for any computer virus or related problems.