



## **JASPER CASH BACK MASTERCARD® CONSUMER CREDIT CARD AGREEMENT**

This Consumer Jasper Cash Back Mastercard® Agreement ("Agreement") governs the terms of your Jasper Cash Back Mastercard® ("Account") issued by WebBank ("Bank"). Please read this Agreement carefully and keep it with your records regarding your Account. This Agreement incorporates by reference:

- your card carrier,
- your Interest Rates and Fees table (the Truth in Lending Disclosures)
- any change in terms that may occur from time to time, and
- any other documents or information provided to you regarding the terms and conditions applicable to your Account, each as may be amended from time to time.

Please read this Agreement and keep a copy with your Account records. In this Agreement, the words "we," "us," and "our" refer to WebBank. "You" and "your" means the person who opened the Account.

### **1. ADDITIONAL SERVICES AND AGREEMENTS**

You may enroll in additional services to supplement and enhance the use of your Account. These services may have additional terms and conditions governing their use.

You will abide by all terms, conditions, covenants, and agreements applicable to the use of your Account, including, but not limited to, any agreement you may enter into with us and the terms and conditions contained on any sales slips, Cash Advance slips, monthly Billing Statements, and any Card issued to you. Breach of any condition or obligation of this Agreement by you, or by any Authorized User or any other user of your Account, shall be a breach by you.

### **2. DEFINITIONS AND MEANINGS**

"Account" means the credit card account issued by WebBank.

"Authorized User" means any person you allow to use your Account with a Card we provide with that person's name.

"Billing Statement" means the statement that we will send to you on a monthly basis, in accordance with the "Billing Statements" section of this Agreement.

"Business Day" means every day except Saturdays, Sundays and federal holidays.

"Card" means any credit card(s) or other access device (including an account number) that we have issued for use with the Account.

"Cash Advance" means a cash advance loan obtained from us by the use of your Account, including cash obtained at an automated teller machine (ATM), from us, or at another financial institution. "Purchase" means any purchase of goods or services with the use of a Card or Account number (including, without limit, Purchases made in person, on the Internet, through mail order, or over the telephone).

When used in this Agreement, words of the masculine gender include the feminine and neuter genders and vice versa, where applicable. Words of the singular number shall include the plural number and vice versa, where applicable.

### **3. AGREEMENT TO TERMS**

By applying for an Account, or by maintaining, using or consenting to the use of your Account, you agree to the terms and conditions of this Agreement and that this Agreement will govern your Account, the use of the Cards, and all credit extended under this Agreement. You also understand and agree that the use of your Account, whether by use of a Card or otherwise, will constitute your acceptance of, and will be subject to, this Agreement. You agree to be responsible for all charges incurred according to this Agreement, and that we may amend the Agreement from time to time pursuant to applicable law, including but not limited to amending the rates, fees, finance charges, or any other Account terms.

This Agreement applies whether or not you use your Card or Account, and it will continue to apply even after your Account is closed so long as you have a balance.

### **4. FEES AND CHARGES**

You agree to pay all fees and charges incurred by you under this Agreement, including:

- (a) Late Fee. If you fail to pay the Total Minimum Payment Due on or before the due date for that payment, you will be charged a late fee of \$27 for each payment that is delinquent. Notwithstanding anything to the contrary in this Section 4(a), any late fee charged to your Account not exceed the amount of the Total Minimum Payment Due for which it is assessed (i.e., the amount of the payment that is in default). You will pay only one late fee per late payment, however long that payment remains in default.
- (b) Returned Payment Fee. If any payment you make is returned unpaid for any reason, you will be charged a returned payment fee of \$27 for the returned payment. Notwithstanding anything to the contrary in this Section 4(b), any returned payment fee charged to your Account will not exceed the amount of the Total Minimum Payment Due immediately prior to the date on which the payment is returned unpaid.
- (c) Cash Advance Fee. Pursuant to this Agreement, you will be charged a Cash Advance Fee for each cash advance made. The Cash Advance Fee will be 5% of the amount of the cash advance, but in no case less than \$10.
- (d) Paper Copy Fee. You will be charged a fee of \$10 per copy if you request an additional paper copy of your statement.

See your Rates and Fees Schedule for additional information.

**5. AUTHORIZED USERS**

**(a) Account Use By Authorized Users.** We currently do not allow Authorized Users, but in the event we do so in the future, this Section 5 applies. If we approve the addition of an Authorized User, use of your Account by the Authorized User is subject to the terms of this Agreement. You must think carefully before you allow anyone to become an Authorized User. You also must:

- Obtain permission from each Authorized User before naming him or her as an Authorized User on your Account
- Make a copy of this Agreement available to each Authorized User
- Pay us for all charges incurred by each Authorized User
- Notify us to remove an Authorized User from your Account

If we remove an Authorized User, in some cases we may close your Account, open a new Account and issue you a new Card.

You are responsible for all of the following:

- The use of your Account by an Authorized User and anyone else they allow to use your Account, even if you did not want or agree to that use
- Any Purchase or Cash Advance made by an Authorized User even if the date of the transaction shown on your statement occurs after the date you ask us to remove the Authorized User from your Account
- Any Purchases or Cash Advances made by others if an Authorized User allows them to use your Account
- Fees and charges resulting from any Purchases or Cash Advances made by an Authorized User or others if an Authorized User allows them to use your Account

**(b) What Authorized Users Can Do.** Authorized Users can do all of the following:

- Use your Account to Make Purchases and obtain Cash Advances
- Incur fees and charges on your Account
- Report lost or stolen Cards
- Request statement copies
- Initiate billing disputes
- Make payments on your Account
- Change the billing address for your Account
- Obtain Account information, including transaction histories
- Arrange to receive fraud or transaction alerts about the Account

**(c) Account Information Rights of Authorized Users.** You allow us to discuss your Account with an Authorized User. This includes giving the Authorized User access to your Account information and history. You also agree that an Authorized User may use and receive information about the Account in the same way that you do. However, an Authorized User may not add another Authorized User, adjust your Credit Limit or close the Account.

**(d) Information about Authorized Users.** You agree to give us certain personal information about each Authorized User, and you must let each Authorized User know that you will give us that information and you must have his or her permission to do so. You also must have permission from each Authorized User to allow us to share information about him or her as applied by applicable law. This includes information that we may get from you, any Authorized User and others, and it also includes information about their transactions on the Account.

**6. USING YOUR ACCOUNT**

**(a) Your Responsibilities.** You must sign the Card immediately after you receive it, and you must return the Card to us or destroy it if we ask you to. In addition to your other responsibilities under this Agreement, you also must take reasonable steps to prevent the unauthorized use of your Card and Account.

**(b) Transactions You May Initiate.** Subject to the terms of this Agreement, you may make Purchases and obtain Cash Advances. You agree that you will use your Account and Card primarily for transactions that are for personal, family or household purposes. You may not use your Card or Account to make payments on any loan you have from WebBank.

**(c) Potentially Fraudulent Transactions.** We are under no obligation to monitor your Account for attempted fraud. However, if we do monitor your Account, we reserve the right not to authorize a Purchase or Cash Advance transaction you attempt if the transaction or other activities in your Account suggest that the transaction might be fraudulent.

**(d) Illegal Transactions.** You understand that you and any Authorized Users on the Account are not allowed to use the Card or Account to make, and you agree that you will not make and you will prevent Authorized Users from making, any transactions that are illegal under any state or federal law, including without limit illegal gambling activity. You understand and agree that we may decline any transactions that we reasonably believe to be illegal under any state or federal law. Display of the Mastercard logo at a particular merchant does not mean that the transactions that may be done with that merchant are lawful in all cases or in all jurisdictions. You understand that, in the event we do not decline a transaction that is illegal, you are responsible for repaying us the amount of such transaction plus any applicable interest, fees, and charges.

**(e) Certain Limits On Our Liability.** We can decline a transaction at any time at our discretion. We are not responsible for any losses you may incur if we do not authorize a transaction, and we are not responsible for any losses you incur if anyone else refuses to accept your Card for any reason. We also are not liable for any losses that

may result when our services are unavailable due to reasons beyond our control.

## 7. YOUR GENERAL CREDIT LIMIT

We will establish the Credit Limit applicable to your Account. This is the combined amount of credit for Purchases and Cash Advances that we agree to extend to you. We may increase or decrease this Credit Limit at any time, in our sole discretion. We will tell you your initial Credit Limit when we open your Account. We will notify you of any change in your Credit Limit as may be required by applicable law. Changes to your Credit Limit may take effect before you receive such notice. Your Billing Statement will disclose your Credit Limit, as adjusted from time to time. Your Billing Statement will also disclose the amount of your Credit Limit that was available on the closing date of your Billing Cycle (your "Available Credit"). Your Available Credit will be the amount of your Credit Limit, minus the sum of (a) your New Balance, plus (b) any Purchases or Cash Advances that we have authorized but that have not yet posted to your Account, plus (c) any payments that have not yet cleared as of the closing date of your Billing Cycle. You agree that you will not exceed your Credit Limit that we establish for your Account. Without limiting our other rights under this Agreement, including our rights under the "Default" section, you agree that if your Account balance exceeds your Credit Limit at any time, you will immediately pay us for the full amount of the excess.

## 8. YOUR CASH ADVANCE CREDIT LIMIT

Your Cash Advance transactions are subject to a Cash Advance Credit Limit. Your Cash Advance Credit Limit is a portion of your general Credit Limit and is only available to the extent that you have an amount available under the general Credit Limit for your Account. Your initial Cash Advance Credit Limit is an amount equal to twenty percent (20%) of the Credit Limit disclosed to you when we open your Account. We may increase or decrease your Cash Advance Credit Limit at any time, in our sole discretion. We will notify you of any change in your Cash Advance Credit Limit as may be required by applicable law. Changes to your Cash Advance Credit Limit may take effect before you receive such notice. Your Billing Statement will disclose your Available Cash as of the closing date of your Billing Cycle, which will be the amount of your Cash Advance Credit Limit that is available for Cash Advances. You agree that you will not exceed your Cash Advance Credit Limit that we establish for your Account. Without limiting our other rights under this Agreement, including our rights under the "Default" section, you agree that if either:

- you exceed your Cash Advance Credit Limit at any time, or
- your Account balance exceeds your Credit Limit at any time, you will immediately pay us for the full amount of the excess.

You understand that, in certain instances, authorization for a Cash Advance transaction may be denied even though you have adequate availability under your Cash Advance Credit Limit. For example, your request for a Cash Advance may be declined if:

- the ATM or other electronic terminal and/or its authorization system is not working properly,
- we have been notified that your Card has been reported as lost or stolen, or it has been cancelled,
- we suspect fraud in your Account,
- the ATM, financial institution or merchant does not have sufficient cash available, or
- other circumstances beyond our control (such as a loss of power, or the existence of a force majeure event as described elsewhere in this Agreement).

## 9. BILLING STATEMENTS

We will send you a monthly Billing Statement for each Billing Cycle at the end of which there is a debit or credit balance of \$1.00 or more. Purchases, Cash Advances, adjustments, and payments made since the previous billing date will be shown on this Billing Statement. We will send your Billing Statement to one address only. You are responsible for notifying us if you wish to change the address that should receive your Billing Statement. We may discontinue sending you Billing Statements if we deem your Account to be uncollectible or if we send your Account to an attorney or other third party for collection purposes. Even though you may not receive a Billing Statement in such instances, you understand that periodic interest charges may continue to accrue on your Account.

The total outstanding balance (the amount you owe us) appears as the "New Balance" on your Billing Statement. To determine the New Balance, we begin with the outstanding balance on your Account at the beginning of each Billing Cycle, called the "Previous Balance" on your Billing Statement. We subtract any payments and credits we receive. We then add any Purchases, Cash Advances, and other charges posted to your Account since the end of the previous Billing Cycle. We then add the appropriate interest charges and fees and make other applicable adjustments.

You may obtain a paper copy of a Billing Statement free of charge. You may also obtain a copy of a transaction receipt free of charge. If you request more than one copy of any Billing Statement or transaction receipt, we will charge a \$10.00 fee for each such request. We will not assess you any fees if you request a Billing Statement or a transaction receipt for a billing error/inquiry that you may assert against us under applicable law. Electronic statements are available online free of charges anytime.

## 10. PROMISE TO PAY

**(a) General.** You promise to repay all Purchases, Cash Advances, interest charges, fees, and any and all other charges whatsoever incurred on your Account. You must make a payment every month that your Account reflects a New Balance (which is the entire amount that you owe us). You may pay the New Balance or some lesser amount, but at a minimum must make the Total Minimum Payment Due reflected on your Billing Statement. If you permit any person to use your Card, Account number, or Account, you will be liable for all transactions made by that person, even if that person exceeds the authority you granted and even if you did not intend or expect to be liable, and even if the amount of those transactions causes a Credit Limit to be exceeded.

**(b) Form of Payment.** You must make payments in U.S. dollars via check, money order or similar instrument, or via automatic debit that is drawn on or honored by a bank located in the United States. Do not send cash.

**(c) Timing of Payment.** Please send your payments to the address that we furnish to you on your Billing Statement. Payments received at this address after 5 pm ET, or on any day or at any time on any non-banking day will be considered as payments made on the following banking day. If we do not receive your payment by the Payment Due Date reflected on your Billing Statement it will be considered late and we may assess you (and you agree to pay) a late fee in the amount(s) set forth in your Rates and Fees Schedule. However, if your Payment Due Date is on a day that we do not receive or accept payments (such as a federal holiday) we will not consider payments received the following banking day to be late. If you elect to make payments by electronic transfer, including through the Jasper online application, payments are considered to be received on the date on which you authorize us to effect the payment, even if you give the instruction authorizing payment in advance of the date on which you authorize to effect the payment. If you authorize us to effect the electronic transfer immediately and your instruction is received before 12 am (midnight) ET, the payment will be considered received the day on which you authorized the payment.

**(d) Payment Remittance Instructions.** Please send your payment in with the remittance stub that accompanies your Billing Statement and/or write your Account number on the memo line of your check or other similar form of payment. Payments that do not follow these instructions may cause a delay of up to five (5) days in crediting your Account.

**(e) Payment Processing.** We may accept and process payments without losing any of our rights. Without limiting the foregoing, we can accept late payments, partial payments, or conditional checks or money orders or any checks or money orders marked "payment in full" without losing our rights under this Agreement, including the right to require full payment of all amounts owed under this Agreement. If you pay us with a check or similar instrument that has notations or instructions on or with the check, you agree that (a) we may disregard such notations or instructions and (b) we may credit any payment we receive to your Account, and our crediting of that payment will not mean that we have agreed to such notations or instructions on or with that payment.

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

**(f) Payment Amount.** If the "New Balance" shown on your monthly Billing Statement is less than \$25, your Total Minimum Payment Due will be the New Balance. If the New Balance is \$25 or more, and unless we have suspended or terminated your right to use or access your Account, your Total Minimum Payment Due will be equal to the greater of (a) \$25 or (b) the sum of 2% of the New Balance, plus interest, plus fees and plus any amount that is past due. This sum will be rounded up to the nearest dollar. You may voluntarily elect to make payments at amounts that exceed the Total Minimum Payment Due. For example, if you elect to enroll in automatic electronic payments, you must elect to pay either (1) the New Balance shown on your monthly Billing Statement at the time payment is debited or (2) a fixed dollar amount that you preauthorize when you enroll for automatic electronic payments that exceeds the Total Minimum Payment Due as calculated in accordance with this Section 10(f).

**(g) How We Apply Your Payments.** We apply the amount of your Total Minimum Payment Due to your Account in any manner we choose, which may include applying the payment first to balances with the lowest Annual Percentage Rate. If you pay more than your Total Minimum Payment Due, but less than the New Balance on your Account, we will apply the amount in excess of your Total Minimum Payment Due to those balances on your Account that have the highest Annual Percentage Rate. Any remaining portion of your payment amount will then be applied to your other balances in descending order based on the applicable Annual Percentage Rate. We may change this order of payment allocation if required or permitted to by law.

## 11. WHEN PERIODIC INTEREST CHARGES BEGIN

We calculate the interest charges separately for Purchases and Cash Advances. We begin to charge interest on Cash Advances from the date of posting to your Account. We begin to charge interest on Purchases from the date of posting to your Account, unless a grace period applies as described in Section 12.

**Purchases:** *You will be assessed interest on Purchases from the date they are posted to your Account until paid in full. However, if you do not have a balance (\$0.00) (or have a credit balance) on the first day of the cycle in which a new Purchase is made, you will not be charged interest on that new Purchase if you pay New Balance at the end of that cycle in full by the Payment Due Date on the billing statement on which the Purchase first appears. If you do not pay the New Balance in full by the Payment Due Date on that Billing Statement, interest will accrue from the first day of the cycle immediately following the cycle in which the Purchase was made.*

## 12. CALCULATION OF INTEREST CHARGES

**(a) Variable APRs Based on the Prime Rate.** The Monthly Periodic Rate for Purchases and Cash Advances is a variable rate that may change monthly. The Monthly Periodic Rate will be 1/12th of the sum of an "Index" plus a Margin. The Index is the highest domestic Prime Rate published in the "Money Rates" section of The Wall Street Journal (eastern edition) on the 15th day (or preceding business day, if the 15th is not a business day) of the calendar month immediately prior to the month in which the Billing Cycle begins. An increase in the Prime Rate will take effect on the first day of the Billing Cycle. An increase in the Prime Rate will increase the amount of your interest charge, New Balance, and Total Minimum Payment Due. The Margin is 21.74% for Cash Advances. The Margin for Purchases is 12.24%.

**(b) Balance Subject to Interest Rate.** We use a method called 'average daily balance method (including current transactions)' to calculate interest charges. Interest charges on Purchases are calculated by applying the monthly periodic rate to the average daily balance of Purchases (including new Purchases) for each billing cycle. To calculate the average daily balance of Purchases, we take the beginning balance of purchases each day, add any new Purchases (including interest charges and other fees and charges), and subtract any applicable payments and credits. This gives us the daily balance. We treat any daily balance that is a credit balance as a daily balance of zero. We add up all the

daily balances for the billing cycle and divide by the number of days in the billing cycle to determine the average daily balance of the Purchases. Interest charges on Cash Advances are calculated by applying the monthly periodic rate (described above) to the average daily balance of Cash Advances (including new Cash Advances). To get the average daily balance of Cash Advances, we use the same calculation method that we use for Purchases.

**(c) How to Avoid Paying Interest on New Purchases (Grace Period).** If you paid the New Balance on your prior monthly billing statement by the due date shown on that billing statement, we will not impose any interest charges on new Purchases, or any portion of a new Purchase, paid by the due date on your current monthly billing statement. New Purchases are Purchases that first appear on your current billing statement. Cash Advances are subject to Interest Charges from the date the transaction is posted on your Account. Unlike Purchases, there is no grace period in which you can pay the balance of Cash Advances in order to completely avoid Interest Charges.

**13. TRANSACTIONS IN FOREIGN CURRENCIES**

You may choose to use your Card to take a Cash Advance or make a Purchase in a foreign country (an “International Transaction”) unless, for legal or security reasons, we do not permit use of your Card in that country. If your International Transaction is in a currency other than U.S. dollars, the transaction will be converted into a U.S. dollar amount by Mastercard, using the procedures established by Mastercard, based on the exchange rate in effect at the time the transaction is processed. The exchange rate between the transaction currency and the billing currency used for processing International Transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives, or a government-mandated rate in effect for the applicable central processing date, in each instance. We may monitor your accounts for signs of potential fraud, which could include the use of your Card in a manner that is out of the ordinary. If you are planning on using your Card in a foreign country (for example, if you are traveling abroad) please let us know in advance. Even if you notify us, however, it is possible that your International Transactions may be delayed or declined.

**14. LOST/STOLEN CARDS/LIABILITY FOR UNAUTHORIZED USE**

You agree to notify us as soon as possible after learning that your Card has been lost or stolen. You may report a lost or stolen card through the Jasper mobile application. Alternatively, you may call toll free at 1-855-398-1428 (domestic) or 1-650-382-4351 (international). To assist in our efforts to minimize unauthorized use and fraud, please regularly check your monthly statements for transaction accuracy and report any actual or suspected unauthorized use as soon as possible to the applicable telephone number or by using the “Contact Us” feature on your mobile application.

**15. DEFAULT**

“You will be in “Default” if: (a) you fail to make the Total Minimum Payment Due on your Account on or before the Payment Due Date for that payment reflected on your Billing Statement; or (b) the prospect of payment or performance is significantly impaired, such as, but not limited to, if you file bankruptcy, you die or are found to be legally incapacitated, or we discover a misstatement of a material fact in any document you execute which forms part of the basis for extending credit to you.

If you are in Default, we may, at our option, do all or any of the following:

- declare all amounts you owe us to be immediately due and payable,
- terminate or suspend your Account privileges,
- reduce your Credit Limit, and/or
- require the return of all Cards.

In addition, if your Account is in Default, unless prohibited by applicable law, you agree to pay all court and collection costs we actually incur in the collection of amounts you owe us under this Agreement and, in the event we refer your Account to an attorney who is not our salaried employee, you agree to pay the attorney’s charges in a reasonable amount.

**16. NO THIRD PARTY WARRANTIES**

We are not responsible for refusal by any merchant, financial institution, or automated equipment to honor or accept your Card, and we have no responsibility for merchandise or services obtained by you with your Card except as provided in the section of this Agreement titled “Your Billing Rights.” You agree to use your best efforts to resolve any dispute concerning merchandise or services with the merchant concerned. If we permit you to write checks on your Account, we are not responsible for refusal by any merchant to honor or accept such checks, and we have no responsibility for merchandise or services obtained by you with such checks. In addition, we will not be liable to you for any harm or damages you suffer as a result of our failure to honor any check you write on your Account.

**17. CARDS**

Your Card is issued with an expiration date. We have the right not to renew your Card or Account. If we have not terminated your Account or exercised our right not to renew your Account, we will send you a new Card when your prior Card expires.

**18. NO WAIVER OF RIGHTS**

We may delay in enforcing our rights under this Agreement without losing those rights or any other rights. We may waive enforcement of our rights in one or more instances without waiving those rights or any other rights in other

instances.

## **19. TELEPHONE AND EMAIL COMMUNICATIONS WITH YOU**

In order to ensure a high quality of service for our customers, and to provide continuing training for our contractors and employees, you agree that we may monitor and/or record our telephone calls with you or any Authorized User. Also, to the extent not prohibited by applicable law, you agree that we may communicate with you at (a) any telephone number or email address that you provided in your application for the Account or (b) any telephone number or email address that you may provide to us in the future. You also agree that, to the extent not prohibited by applicable law, we may communicate with you at these telephone numbers using any means of communication technology, including (but not limited to) automatic telephone dialing systems, artificial or pre-recorded voice messages. Additionally, if any of the numbers that you provide to us either at application or thereafter is a cell phone number you understand and agree that we may also contact you at that number through the use of text messages or email directed to your cell phone service. You understand and agree that we may contact you at your cell phone number using one or more of these communication technologies (or others that may be developed in the future) even if you will incur costs to receive such messages, text messages or emails.

## **20. ASSIGNMENTS/TRANSFERS**

Your rights under this Agreement may not be transferred by operation of law or otherwise. However, your obligations under this Agreement shall be binding upon your estate or personal representatives. We may sell your Account and/or assign or transfer this Agreement and our related rights and obligations, in whole or in part, without prior notice to you and without your consent.

## **21. CLOSING OR SUSPENDING YOUR ACCOUNT**

You may close your Account at any time by notifying us at [customersupport@jaspercard.com](mailto:customersupport@jaspercard.com), calling to 1-855-398-1428 (domestic) or 1-650-382-4351 (international), or writing to Jasper, PO Box 85740, Sioux Falls, South Dakota 57118-5746. We will immediately cancel your Account after we receive notice from you. You agree that we are not responsible for any costs, damages, or inconvenience you may suffer as a result of our cancelling your Account.

In addition, even if you are not in Default, we may:

- close your Account,
- cancel or suspend your privileges to make Purchases or obtain Cash Advances

or

- otherwise cancel or suspend any Account privileges or benefits (whether or not such privileges or benefits are described or referred to in this Agreement). We may do so for any reason, including Account inactivity, in our sole discretion. We will provide you with notice of any such action if required to do so by applicable law.

If either you or we close your Account you may not make further Purchases or obtain Cash Advances. However, you will remain responsible and must pay for all credit owed to us (extended to you or arising from use of your Account prior to or subsequent to cancellation).

## **22. LOST OR STOLEN CARD**

You agree to promptly notify us if you believe that your Card has been lost or stolen or that someone has used or may use your Card without your permission. Your liability for unauthorized transactions will not exceed the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use of your Card before notifying us. In conducting our investigation, we may ask for your cooperation to assist in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of your Card. We will not automatically deny a claim based solely on your failure or refusal to comply with a particular request, including providing an affidavit or filing a police report.

Subject to applicable law, you acknowledge and agree that we may terminate our investigation if we have no knowledge of facts confirming the unauthorized use of your Card. In such circumstances, you will be liable for the amount of any transactions plus interest charges and fees incurred.

Consumers may contact Jasper by e-mailing [support@jaspercard.com](mailto:support@jaspercard.com);

Or by calling the toll-free telephone number: 1-855-398-1428

## **23. CHANGING THE TERMS OF YOUR ACCOUNT**

We may amend the terms of this Agreement, including the amount of any Account fees, from time to time in our sole discretion. Depending on the nature of the change, the amendment to this Agreement may, on or after the date on which it becomes effective, apply to all of your then-outstanding unpaid indebtedness to us under your Account. If required by applicable law, we will (a) send notice of the changes to you at the address shown on our records for you and (b) give you the right to opt out of the change. If you have the right to opt out and choose to opt out of the change you will be unable to initiate any further transactions on the Account and you will be required to repay the amount that you owe us under the terms and conditions of the then-existing Agreement.

## **24. GOVERNING LAW**

You understand and agree that (a) this Agreement is subject to applicable federal laws and, to the extent not preempted by federal law, the laws of the State of Utah, and (b) your Account was opened or will be continued after approval by us in the State of Utah. If any provision of this Agreement is in conflict with applicable law, that provision shall be considered modified to the extent necessary to comply with such law.

## **25. OBTAINING CREDIT INFORMATION**

You authorize us to make or have made any credit, employment, or other investigative inquiries we deemed appropriate (including, without limit, obtaining a consumer report), including when renewing, updating, or collecting on your Account. Upon your request, we will tell you whether we obtained a consumer report and the names and addresses of any consumer-reporting agencies that provided such reports.

## **26. DISCLOSURE OF INFORMATION TO THIRD PARTIES**

We provide a copy of the WebBank/Jasper Cash Back Mastercard® privacy notice at the time your Account is established. Should you have any questions, concerns or wish to request an additional copy, please contact us at customersupport@jaspercard.com, calling to 1-855-398-1428 (domestic) or 1-650-382-4351 (international), or write to us at Jasper, PO Box 85740, Sioux Falls, South Dakota 57118-5746.

## **27. FURNISHING INFORMATION TO CONSUMER REPORTING AGENCIES**

We may report information about your Account to consumer reporting agencies (credit bureaus). Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you believe that we have furnished any inaccurate information relating to your Account to any consumer reporting agency, you may notify us at the following address: Jasper, PO Box 85740, Sioux Falls, South Dakota 57118-5746. To help us respond to your notification, you must include your Account number, Social Security number, the name of the consumer-reporting agency reflecting the inaccurate information, and an explanation of why you believe the information is inaccurate. You understand that you may also contact the appropriate consumer reporting agency directly at the following address and toll-free number: Equifax, P.O. Box 740241, Atlanta, GA 30374, 1.800.685.1111; TransUnion, P.O. Box 1000, Chester, PA 19022, 1.800.916.8800; or Experian, P.O. Box 2002, Allen, TX 75013, 1.888.397.3742.

YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING YOUR CREDIT HISTORY WITH US MAY BE SUBMITTED TO A CREDIT-REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

## **28. MILITARY ANNUAL PERCENTAGE RATE DISCLOSURE**

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear this same disclosure, and a description of your payment obligation, please call 1-844-822-3774.

## **29. FORCE MAJEURE**

Unless otherwise required by applicable law, we are not responsible and will not incur liability to you for any failure, error, malfunction or any delay in carrying out obligations under this Agreement if such failure, error or delay results from causes that are beyond our reasonable control (including, but not limited to inclement weather, fire, flood, acts of war or terrorism, and earthquakes).

## **30. ARBITRATION**

**IF YOU ARE A MILITARY LENDING ACT "COVERED BORROWER," AS THAT TERM IS DEFINED BY 32 C.F.R. § 232.3(G), THIS ARBITRATION SECTION DOES NOT APPLY TO YOU.**

**The following arbitration provisions apply to disputes that may arise under this Agreement.**

- AT ANY TIME EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION. NEITHER YOU NOR WE ARE REQUIRED TO ARBITRATE CLAIMS, BUT IF EITHER OF US CHOOSES TO HAVE A DISPUTE DECIDED BY ARBITRATION, ARBITRATION WILL BE MANDATORY FOR BOTH PARTIES
- IN ARBITRATION, YOU AND WE EACH GIVE UP OUR RIGHT TO A COURT OR JURY TRIAL.
- IN ARBITRATION, YOU GIVE UP YOUR RIGHT TO ACT AS A CLASS REPRESENTATIVE OR A CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US. THIS INCLUDES ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- THE INFORMATION PARTIES MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.
- OTHER RIGHTS AVAILABLE IN A COURT MAY NOT BE AVAILABLE IN ARBITRATION.
- RIGHTS TO APPEAL OR CHANGE AN ARBITRATION AWARD IN COURT ARE VERY LIMITED.

A "dispute" is any claim or dispute, in contract, tort or otherwise, arising between you and us. "Dispute" includes disputes that arise from or relate to this Agreement, or relationships that result from this Agreement (including



relationships with third parties who do not sign this Agreement).

“Dispute” includes claims or disputes arising before, during and after the transactions evidenced by this Agreement. “Dispute” includes disputes unrelated to this Agreement. “Dispute” shall have the broadest possible meaning.

“We,” “us,” “our” and “third party” include C-Stacks (DBA Jasper), Jasper and any assignees of Jasper’ rights or obligations under this Agreement, including all affiliates, parents and subsidiaries of these parties and all their employees, agents, or assigns.

When you, a third party, or we request arbitration, the dispute will be resolved by neutral, binding arbitration under the Federal Arbitration Act and not by a court. Any dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive your right to arbitrate a class action, including your right to class relief in arbitration. This is referred to below as “the Class Action Waiver”.

You may choose the American Arbitration Association (800-778-7879, [www.adr.org](http://www.adr.org)) or, with our approval, any other arbitration organization as the administrator. The administrator will apply its relevant current rules. You may obtain a copy of the rules or additional information about arbitration by contacting the applicable arbitration organization or visiting its website. If you elect to arbitrate, you agree to notify us of your election in writing and to initiate arbitration in the manner set forth in the arbitration organization’s rules.

The arbitration hearing shall be conducted in the federal district where you reside. The arbitrator shall be an attorney or retired judge and must be selected according to the rules of the applicable arbitration organization. The arbitrator shall apply governing law.

The arbitrator shall award damages or other relief permitted by applicable law. The arbitrator shall prepare a written decision stating reasoned findings of fact and conclusions of law.

When you request arbitration, you agree to pay a filing fee not to exceed the amount it would cost to file a lawsuit in small claims court. We will pay the rest of the filing fee, and the whole filing fee when we request arbitration first or when the arbitrator determines that applicable law or the rules of the arbitration organization require us to do so.

We will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. We will pay or advance any additional fees and charges that the arbitrator determines we must pay or advance in order to assure that this arbitration clause is enforceable. The arbitrator shall decide who shall pay any additional costs and fees, and, if we advance any fees or charges, shall decide who must finally pay those advanced amounts.

The arbitrator’s award shall be final and binding on all parties, except that the losing party may request new arbitration under the rules of the arbitration organization by a three-arbitrator panel. Unless prohibited by law, the appealing party shall pay all costs imposed by the administrators upon both parties on appeal, unless the arbitrator decides otherwise.

Neither you nor we waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court. You and we retain the right to seek remedies in small claims court for disputes or claims within that court’s jurisdiction, unless such action is transferred, removed or appealed to a different court. A party may enter judgment on the award in any court of jurisdiction.

You acknowledge that the transaction(s) between you and us involve interstate commerce. The Federal Arbitration Act shall govern this arbitration clause and any arbitration under this arbitration clause.

If you do not want this arbitration clause to apply to this transaction, you may send us a written notice to that effect, return receipt requested, within 10 business days after you first accept this Agreement:

WebBank c/o Jasper Compliance Department  
Department 7450  
PO Box 4110  
Woburn, MA 01888-4110

If a court or arbitrator limits or voids the Class Action Waiver, this entire arbitration clause (except for this sentence) shall be null and void. If any part of this arbitration clause other than the Class Action Waiver is deemed or found unenforceable for any reason, the rest of the arbitration clause remains enforceable. This arbitration clause survives payment in full of the obligations incurred under this Agreement and survives discharge in bankruptcy.

**31. YOUR BILLING RIGHTS**

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 Billing Statement, write to us at:

Jasper  
Department 7450  
PO Box 4110  
Woburn, MA 01888-4110

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 Billing Statement, describe what you believe is wrong and why you believe it is a mistake.

You Must Contact Us:

- Within 60 days after the error appeared on your statement.
- At least 3 Business Days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

*What Will Happen After We Receive Your Letter.*

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

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

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

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

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

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

If you receive our explanation but still believe your Billing Statement 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 Billing Statement. 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 Billing Statement 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. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

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

Jasper  
Department 7450  
PO Box 4110  
Woburn MA 01888-4110

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.