

Important Information About Your Physical Zip Card

| INTEREST RATES AND INTEREST CHARGES | |
|--|--|
| Annual Percentage Rate (APR) for Purchases | 24.35% |
| How to Avoid Paying Interest | Your final due date for paying any purchase is at least six weeks from the date of the purchase. We will not charge you any interest on a purchase if it is paid in full by such date. |
| 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 | |
|---|-------------------|
| Transaction Fee | |
| <ul style="list-style-type: none">Origination Fee | \$4 per purchase. |
| Penalty Fee | |
| <ul style="list-style-type: none">Late Payment | \$7. |

How We Will Calculate Your Balance: We use a method called “daily balance.” See Section 4.b (Last Payment Deferrals and the Daily Deferral Fee) of this Loan Agreement for more details.

Billing Rights: See the “Billing Rights Summary” section of this Loan Agreement for information on your rights to dispute transactions and how to exercise those rights.

APR for Purchases: This APR is used to compute the Daily Deferral Fee described in Section 4.b of this Agreement and does not include the Origination Fee.

1. ZIP ANYWHERE CUSTOMER AGREEMENT- PHYSICAL CARD ADDENDUM

Last update: June __, 2022

This Physical Card Addendum (“Addendum”) amends the Zip Anywhere Customer Agreement (“Agreement”) between you and Zip Co US, Inc. (“we”, “us”, “our” or “Zip”) by adding further terms to the Agreement. The existing terms of the Agreement remain effective and apply to this Addendum. Terms not defined in this Addendum shall have the same meaning as defined in the Agreement.

1. **The Card.** By agreeing to this Addendum, you are requesting that you be provided with a physical payment card (the “Card”) to facilitate use of the Service in connection with Retailers accepting physical payment cards. Each time you use the Card in connection with the Service to finance a purchase, you are requesting that WebBank make a direct Loan to you for the amount of the purchase from the Retailer. By requesting a Loan to be used in connection with the Card, you agree to be bound by the Loan Agreement for Physical Zip Cards with WebBank set forth below (as is in effect at the time WebBank makes such Loan). In the event of any conflict between the Loan Agreement for Physical Zip Cards and this Addendum or the Agreement, the Loan Agreement for Physical Zip Cards shall control.
2. **Applying for a Loan Before Use of the Card.** Before using the Card, you must apply for a loan through the Zip Anywhere application. You may only use the Card to finance a purchase at the Retailer and up to the amount included in your Loan application.
3. **Safeguarding the Card.** You may not permit any other person to use the Card. You agree to take reasonable precautions to safeguard the security of the Card. **If your Card has been lost or stolen, or if you suspect that it otherwise may be compromised, please call us and WebBank immediately at 1(888)274-3159.** Please see the Loan Agreement for Physical Zip Cards for important information about your rights in connection with unauthorized use of the Card.
4. **Relationship to the Agreement.** Except as set forth in this Addendum, all terms of the Agreement also apply to the Card and your use of the Service in connection with the Card.

2. LOAN AGREEMENT FOR PHYSICAL ZIP CARDS

Last updated: June __, 2022

By requesting a loan (a “Loan”) from WebBank to finance the purchase of goods or services (“Goods”) offered by retailers who accept payment cards at the physical point of sale (“Retailers”) through the Application and the Card, you are agreeing to the terms and conditions of this Loan Agreement for Physical Zip Cards (the “Loan Agreement”) for such Loan. This Loan Agreement incorporates by reference the Truth in Lending Disclosures (the “Disclosure”) provided to you when you requested the Loan through the Application. If you satisfy the following conditions, we will make a Loan to you to purchase these Goods if: (1) you have applied for a Loan through the Application, (2) you request that WebBank make such Loan to you by presenting the Card at an eligible Retailer, (3) we have approved your request for a Loan, (4) you take any further steps we require to confirm your identity, (5) you are not in default under this Loan Agreement or under any other agreement with us or the Program Sponsor, and (6) you successfully make any required first payment reflected in the Disclosure. In the event you do not satisfy these conditions, we are not required to disburse the Loan proceeds. We will disburse the proceeds of the Loan directly to Retailer on your behalf. In requesting the Loan from us, you promise that every statement made to us in seeking credit is true, complete and correct and that you have reached the age of majority in your state of residence.

1. Definitions. “You,” “your,” and “Borrower” refer to the individual who is consenting to this Loan Agreement. “We,” “us,” “our,” and “WebBank” refer to WebBank, a Utah-chartered Industrial Bank, and any successor or assignee. “Program Sponsor” means Zip Co US, Inc. “Business Day” means any Monday through Friday, except any legal holiday on which a Utah-chartered or New York-chartered bank is closed for business. “Application” means that mobile application provided by Program Sponsor through which you requested this Loan. “Card” means any physical payment card and any other access method, including a virtual card number, provided to you to request disbursement of Loan proceeds to a Retailer.

2. Promise to Pay. By executing this Loan Agreement, you agree to pay the principal amount of your Loan, together with any fees, charges or other amounts owed in connection with the Loan, by making payments on or before the due dates and in the amounts set forth in the Disclosure or as otherwise required by this Loan Agreement (each due date a “Payment Due Date”). We may apply payments to amounts you owe in any manner we choose in our sole discretion, except as prohibited by law.

3. The Card and Liability for Unauthorized Use. You agree not to allow any other person to use any Card. If you permit another person to use the Card, then you are responsible for any Loan proceeds disbursed pursuant to such use, even if you did not intend for the purchase to be made. **If your Card has been lost or stolen, of if you suspect that it otherwise may be compromised, please contact us through the Program Sponsor immediately at 228 Park Ave S, PMB 59872, New York, New York 10003.** For Card transactions made over the Visa payment network, if you meet Visa’s Zero Liability Policy, then you will have no liability for unauthorized use. Details are available at <https://usa.visa.com/pay-with-visa/visa-chip-technology-consumers/zero-liability-policy.html>. For any Card transaction not subject to Visa’s Zero Liability Policy, your liability for unauthorized use will not exceed \$50 or the lesser amount of money, property, labor, or services obtained by the unauthorized use before notifying us as discussed above. You also are not liable for any unauthorized use of a physical Card that

you have not accepted by activating the physical Card. We will provide you billing statements regarding the Loan requested through the Card through the Application. Please see section 22 below regarding important billing rights that you have.

4. Fees.

a. Origination Fee. We will charge you a \$4.00 origination fee when we make this Loan. This origination fee is assessed and fully earned when we make the Loan. A portion of this fee is included in each payment set forth in the Disclosure.

b. Last Payment Deferrals and the Daily Deferral Fee. You have the ability to defer the last payment of your Loan for up to 14 days after its Payment Due Date (the “Maximum Deferral Period”). The deferral period ends when we receive your last payment or the Maximum Deferral Period is reached. If we have not received your last payment by its Payment Due Date, then we may treat your Loan as if you elected to defer your last payment. If we have not received your last payment by the end of the Maximum Deferral Period, then your last payment will be treated as late, just as if we had not received it by its Payment Due Date.

If the last payment of this Loan is deferred, then we will assess a deferral fee for each day that such payment is deferred. This deferral fee is based on your outstanding balance each day and we compute the fee by applying a daily rate of 0.0667% to the lowest balance of the range below into which your outstanding balance for this Loan falls:

| Tier | Balance Range | Daily Deferral Fee |
|--------|-------------------|--------------------|
| Tier 1 | \$0.00-\$14.99 | \$0 |
| Tier 2 | \$15.00-\$49.99 | \$0.01 |
| Tier 3 | \$50.00-\$99.99 | \$0.03 |
| Tier 4 | \$100.00 and over | \$0.07 |

c. Late Fee. Subject to your ability to defer your last payment above, if we do not receive a scheduled payment in full by its Payment Due Date, then we may charge you a late fee equal to (i) \$7.00 or (ii) the amount set forth in the Disclosure based on your state of residence, if less than \$7.00. If you incur such a late fee, then it is due and payable immediately unless we provided otherwise.

5. Payments. All payments must be made in U.S. dollars. You must use one of the payment options that we provide to you and comply with any payment instructions. You may not make payments in cash. You agree that we can accept late or partial payments, or payments marked “paid in full” or other restrictive endorsements, without waiving our rights. You shall not post-date any payment instrument that you provide to us. If a scheduled payment is due on a day that is not a Business Day, then the due date will be the next Business Day. All payments must be drawn on a U.S. financial institution at a U.S. branch and must be in U.S. dollars. We nevertheless reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposits outside the U.S. If we do, we select the currency conversion rate at our sole discretion. We will then credit your account in U.S. dollars after deducting any costs

incurred in processing your payment. We and the Program Sponsor may determine the acceptable methods of payment and may discontinue accepting any particular method of payment at any time, from time to time, for any reason, as permissible by law. Currently, acceptable methods of payment are:

- Debit and Credit Card – Payments made by debit and credit card will be subject to the terms and conditions established by the card issuer. If charges cannot be processed through your debit or credit card, you will be responsible for any fees incurred and We and the Program Sponsor will have no liability with respect thereto.
- Certified Check – Payments made by certified check must be made to us c/o the Program Sponsor.

Payments received after 5 p.m. (ET) will be credited as of the next day. If you have more than one Loan with us, then we may allocate payment among Loans in any manner that we choose.

If you authorize recurring credit or debit card payments in the Application, then you agree to the following terms:

- *Authorization to Seek Payment.* You authorize us and the Program Sponsor to initiate charges to the card(s) you have provided in the Application for amounts due under this Loan on the applicable due date; except that if such date falls on a weekend or holiday, you also authorize us to execute such charges on the business day after such date. You authorize us to initiate charges for amounts of any deferral fees, late fees or other fees imposed on your account.
- *Authorization to Correct Payments and Account Information.* In the event that we make an error in processing a payment, you authorize us and the Program Sponsor to correct the error by crediting or debiting the account in the amount of such error on or after the date such error occurs. If there is any missing or erroneous information with respect to your account or the associated financial institution, you authorize us to verify and correct such information.
- *Reinitiating Rejected Payments.* You further authorize us and the Program Sponsor to reinitiate any charges that are rejected, returned, or otherwise dishonored and to initiate any debits or credits necessary to correct any errors. Charges may be reinitiated up to two times per card. You understand that your financial institution may impose fees in connection with rejected charges and you agree that we do not have any liability to you for such fees. If you know that a payment will be rejected by your financial institution (e.g., because there is not enough money in your account), you should contact us so that alternate arrangements can be made.

- Charges will be made in U.S. dollars.
- By authorizing a payment on a card , you represent and warrant to us that you are the cardholder of such credit or debit card.
- If you have provided authorization for us to charge more than one card, then we select the card to charge first by initiating a charge to the card that you have selected as your default card. If such charge is not successful, then we may attempt to charge the card one additional time. If such charges fail, then we may initiate up to two charges to each card for which you have provided authorization in the order of the most recent successful charge to such card by us or the Program Sponsor. If more than one card has the same most recent successful charge date, then we may choose any order between such cards to initiate charges. If a card has not had a successful charge, then we treat the card as if it had a successful charge on the date on which you provided authorization to use the card.
- *Termination.* This authorization will remain in effect until your Loan is paid in full or you cancel this authorization. You may revoke this authorization by changing your payment method in the Application or by contacting us c/o the Program Sponsor at us-support@care.zip.co or 1-888-274-3159. You must use one of these methods to revoke your authorization, but you are not required to provide us with another payment method. You understand that you will be responsible for making your payments by another payment method if you cancel this authorization. Terminating this authorization does not affect your duty to repay your underlying obligation on the Loan.

If you authorize recurring debit card payments in the Application, then you also agree to the following terms:

- *Authorization to Vary Amounts.* We may adjust the amounts and timing of any debits pursuant to this authorization, subject to prior notice if required by applicable law. For the purpose of such notice, unless you request otherwise, we will not provide notice of a change in debit amount falls within the range of \$0.00 and the scheduled amount of a payment (i.e., is equal to or less than the scheduled payment). *However, you have the option of requesting notice of all debit amounts that vary from the scheduled amount or the prior transfer, including those within this range.* You may request to receive notice of all such varying debit amounts by contacting us at 1-888-274-3159.

6. Representations. You represent to us that:

a. Every statement made in the application or request for this Loan is true, complete and correct, that you are the person identified in the application or request, and that you have reached the age of majority where you reside.

b. You are not contemplating bankruptcy and that you have not consulted with an attorney regarding bankruptcy in the past six (6) months.

b. You will not use any of the Loan proceeds for any postsecondary educational expenses, such as tuition, fees, books, supplies, miscellaneous expenses, or room and board. You also represent to us that you will not use the Loan proceeds for the purpose of purchasing or carrying any securities or to fund any illegal activity.

You acknowledge and agree that we may rely on the representations above without independent verification of their accuracy.

7. Returns and Exchanges. The acceptance of a return or exchange of the Goods is subject to the Retailer's return or satisfaction policy. Subject to applicable law and unless you have otherwise received funds from Retailer in association with the return or exchange, any amounts owing to you pursuant to the return or exchange, as indicated by Retailer to us, will be credited to any outstanding amounts that you owe to us under this Loan Agreement. To the extent the unpaid principal is reduced but not satisfied, and unless you request otherwise, the amount that you owe to us on each Payment Due Date will be reduced. We will e-mail you an updated Payment Schedule setting forth the reduced payment amounts.

8. Prepayment. You may prepay the unpaid principal balance in full or in part at any time. If you make a prepayment, you will not have to pay a penalty. However, unless you and we agree otherwise, you cannot generally rely on an excess payment made on or before one payment due date to satisfy the payment obligation associated with the next payment due date.

9. Credit Reporting. You authorize us and the Program Sponsor to obtain consumer reports about you and to make direct inquiries of businesses where you have accounts. This authorization begins when you consent to this Loan Agreement and ends when you pay in full everything that you owe pursuant to this Loan Agreement. We and/or the Program Sponsor may obtain consumer reports and make direct inquiries for any purpose, including without limitation in connection with any modification, renewal, extension, or collection of this Loan, administering your Loan account, and to consider you for offers of other products and services. Upon your request we will disclose whether a consumer report was requested and the name and address of any consumer reporting agency that furnished the report. **We may report information about your Loan account to 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 reported inaccurate information to a consumer reporting agency, write to us at [●] and we will investigate the matter. Please identify the inaccurate information and tell us why you believe the information is incorrect. If you have a copy of the consumer report that includes the inaccurate information, please send a copy of that report as well.

10. Default and Remedies. Subject to the limitations of applicable law and any right to notice and/or to cure under applicable law, you will be deemed in default under this Agreement if: (a) we fail to receive any payment by its due date; (b) you file or have instituted against you any bankruptcy or insolvency proceedings or make any assignment for the benefit of creditors; (c)

you are declared legally incompetent or incapacitated; (d) you fail to notify us in writing of a change in your name, address, telephone number within 10 days after a change occurs; (e) we reasonably believe that you have provided inaccurate, untrue, or incomplete information in connection with the Loan or your application, you have breached a representation in this Loan Agreement, or you otherwise tried to defraud us; or (f) you breach any term of this Loan Agreement (each, an “Event of Default”). Upon the occurrence of an Event of Default and subject to any right to cure under applicable law, we may exercise all remedies available to us under applicable law, including, without limitation, accelerating your balance and demanding payment in full of all that you owe under this Loan Agreement, subject to any notice requirement, right to reinstate, or other limitation provided by law; disclosing information about you and your conduct to one or more consumer reporting agencies; and/or instituting legal action to recover all amounts owed.

11. Collection Costs. If we hire an attorney that is not employed by us to collect what you owe, you will pay the attorney’s fee to the extent that it is reasonable and allowed by law. You also will pay any court costs and any reasonable collection costs that we incur to the extent allowed by law. We will limit these costs where required by applicable law.

12. Communications. You agree that we may monitor and/or record your calls with us. You further agree that we may contact you by email, text messages or with an automated dialing and announcing or similar device and/or an artificial voice or prerecorded message. You also agree that we may contact you at any telephone number you provide to us, whether a residential or business number, even if that number is a wireless, cellular or mobile number; is converted to a mobile/wireless number; or connects to any type of mobile/wireless device. Additionally, you authorize the Program Sponsor and our service providers, debt collectors, and collection attorneys to contact you using these methods. Except as prohibited by law, you agree that any statement, disclosure, or written notice, required by this Loan Agreement or law, may be sent to the e-mail address you have provided to us or the Program Sponsor. It is your sole responsibility to provide and maintain your current mailing address, email address, and other contact information with us.

13. Governing Law; Enforceability. Except as set forth in the Arbitration Provision, this Loan Agreement and all related disputes are governed by the laws of the United States and, to the extent state law applies, the laws of the State of Utah. Except as provided in the Arbitration Provision, if any provision of this Loan Agreement is determined to be void or unenforceable under any applicable law, rule or regulation, all other provisions of this Loan Agreement will remain valid and enforceable. Our failure to exercise any of our rights under this Loan Agreement will not be deemed to waive our rights to exercise such rights in the future. This Loan Agreement is a final expression of the agreement between you and us and this Loan Agreement may not be contradicted by evidence of any alleged oral agreement. The terms of this Loan Agreement may not be changed except in a writing signed by you and us. No change shall release any party from liability unless otherwise expressly stated in writing. All of our rights are cumulative.

14. Covered Borrowers Under the Military Lending Act.

If you are a member of the armed forces, or a dependent of such member, who is a “covered borrower” as defined under 32 C.F.R. § 232.3(g) as of the date you agree to your Loan and you have received “consumer credit” as defined under 32 C.F.R. § 232.3(f) in connection with your Loan, then the following applies:

a. Important 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 obtain an oral statement regarding the Military Annual Percentage Rate and a description of the payment obligation, Military Lending Act covered borrowers may call: 1-888-215-2785. Note that this line is pre-recorded and does not accept voicemail.

b. Compliance with the Military Lending Act: Notwithstanding any other provision of this Loan Agreement, if you are a “covered borrower”, then nothing in this Loan Agreement shall be construed as applying to you to the extent inconsistent with the Military Lending Act, including without limitation any finance charges, fees, or limitations on your rights that would not be consistent with the Military Lending Act. Without limiting the foregoing, as applied to a covered borrower: (1) any charges or fees in excess of the permitted limit shall be reduced by the amount necessary to satisfy that limit and any amounts collected in excess of the permitted limit shall be refunded by crediting the covered borrower’s account or by making a direct payment to the covered borrower; (2) the Arbitration Provision in section 15 below shall not apply; and (3) all waivers of legal recourse in this Loan Agreement shall not apply.

15. Arbitration Provision.

READ THIS ARBITRATION PROVISION. THIS “ARBITRATION PROVISION” WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU AND WE RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE. THIS ARBITRATION PROVISION DOES NOT APPLY IF, AS DESCRIBED ABOVE, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT.

- a. **General:** This Arbitration Provision describes when and how a Claim (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an

arbitrator's decision. As solely used in this Arbitration Provision, the terms "we", "us" and "our" mean not just WebBank but also the Program Sponsor and WebBank's and the Program Sponsor's parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, successors, assigns, vendors, service providers, and any of these entities' employees, officers, directors and agents. For purposes of this Arbitration Provision, these terms also mean any third party providing any goods and/or services in connection with the origination, servicing and collection of this Loan Agreement, if you name that third party and us as defendants in a single proceeding.

- b. ***What Claims are Covered:*** "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to the extension of credit, the Product(s) or this Loan Agreement, or the relationships between you and us resulting from any of the foregoing, including disputes arising from actions or omissions on or prior to the date of this Loan Agreement. "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). Despite the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court. In addition, except as set forth in the immediately following sentence, "Claim" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, this sentence, the prohibitions against class proceedings, private attorney general proceedings and/or multiple-party proceedings described in subsection f, captioned "Prohibition Against Certain Proceedings" (the "Class Action Waiver"), or the last sentence of subsection L, captioned "Rules of Interpretation"); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Loan Agreement as a whole is for the arbitrator, not a court, to decide.
- c. ***Starting or Electing to Require Arbitration:*** Either you or we may elect to arbitrate a Claim by giving the other party written notice of the intent to arbitrate the Claim or by filing a motion to compel arbitration of the Claim. This notice may be given before or after a lawsuit has been filed concerning the Claim or with respect to other Claims brought later in the lawsuit, and it may be given by papers filed in the lawsuit, such as a motion to compel arbitration. Each of the arbitration administrators listed below has specific rules for starting an arbitration proceeding. Regardless of who elected arbitration or how arbitration was elected, the party asserting the Claim (i.e., the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. Thus, if you assert a Claim against us in court, and we elect to arbitrate that Claim by filing a motion to compel arbitration which is granted by the court, you will be responsible for starting the arbitration proceeding. Similarly, if we assert a Claim against you in court, you assert a

counterclaim against us, and we elect to arbitrate that counterclaim by filing a motion to compel arbitration which is granted by the court, you will be responsible for starting the arbitration proceeding. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision.

- d. ***Choosing the Administrator:*** “Administrator” means the American Arbitration Association (“AAA”), 120 Broadway, Floor 21, New York, N.Y. 10271, www.adr.org; JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614, www.jamsadr.com; or any other company selected by mutual agreement of the parties. If AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party asserting the Claim (the "Claimant") may select the Administrator. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that purports to override the Class Action Waiver.
- e. ***Court and Jury Trials Prohibited; Other Limitations on Legal Rights:*** IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR AND OUR ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
- f. ***Prohibition Against Certain Proceedings:*** IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (2) NEITHER YOU NOR WE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.
- g. ***Location and Costs of Arbitration:*** Any arbitration hearing that you attend in person must take place at a location reasonably convenient to you, as determined by the arbitrator. Each

Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. If either you or we require a Claim to be arbitrated, you may tell us in writing that you cannot afford to pay the fees charged by the Administrator and/or the arbitrator or that you believe those fees are too high. If your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. Also, we will pay these fees if applicable law requires us to, if you prevail in the arbitration or if we must bear such fees in order for this Arbitration Provision to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or arbitrator. We will bear the expense of our attorneys, experts and witnesses. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration. However, if you are the Claimant, we will pay your reasonable attorney, expert and witness fees and costs if you prevail or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. Also, we will bear any fees and costs if applicable law requires us to do so.

- h. **Governing Law:** This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. 1-16 (the "FAA"), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply to an individual action brought in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
- i. **Right to Discovery:** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.
- j. **Arbitration Result and Right of Appeal:** At the timely request of either party, the arbitrator shall provide a written explanation for the award. If the amount at stake in the arbitration (including the value or cost of any equitable relief) is at least \$25,000, either party may appeal the arbitrator's decision within 30 days to a single arbitrator or a three- arbitrator panel selected in accordance with the Administrator's rules, which shall resolve the Claim without regard to the original decision. We will pay the entire cost of an appeal unless we are willing to have the appeal decided by a single arbitrator and you insist upon a three-arbitrator panel. In such event, you will be responsible for paying your portion of the difference in arbitration fees between a single arbitrator and a three-arbitrator panel, as determined by the panel. However, we will pay all costs to the extent required by law and/or required to enforce this Arbitration Provision. The original award or any subsequent award on the appeal

described above shall be final and binding, subject to any further right to appeal provided by the FAA. The arbitrator's award may be entered by any court having jurisdiction.

- k. **RIGHT TO REJECT ARBITRATION** *You may reject this Arbitration Provision by mailing a special rejection notice to WebBank c/o Program sponsor at 228 Park Ave S, PMB 59872, New York, New York 10003-1502. You must sign the rejection notice, affirmatively state that you do not want arbitration to apply to this Loan Agreement and provide your account number, name, address and telephone number. We must receive your rejection notice within 60 days after the date of this Loan Agreement. You may not reject arbitration by phone or by any method other than the method described above.* If you reject this Arbitration Provision, that will not affect any other provision of the Loan Agreement.
- l. **Rules of Interpretation:** This Arbitration Provision shall survive termination or cancellation of the Loan Agreement; the sale or assignment of your Loan by us to a third-party; the repayment of some or all amounts owed under the Loan Agreement (or any prior loan(s) obtained by you from us); the termination, cancellation or suspension of credit privileges under the Loan Agreement; any legal proceeding; and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of the Loan Agreement, on the other hand, this Arbitration Provision shall govern. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the Loan Agreement (or any prior loan(s) obtained by you from us) or the remaining portions of this Arbitration Provision, except that:
- The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between them and is non-severable from this Arbitration Provision. If the Class Action Waiver is limited, voided or found unenforceable, then this Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and
 - If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award

pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

m. *Notice and Cure; Special Payment:* Prior to initiating a lawsuit or an arbitration proceeding under this Arbitration Provision, the Claimant shall give the other party or parties written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you shall be sent in writing by mail to your address on the first page of this Loan Agreement (or any updated address you subsequently provide). Any Claim Notice to us shall be sent by mail to our address on the first page of this Loan Agreement (or any updated address we subsequently provide), Attn: Claim Notice. Any Claim Notice you send must identify yourself by including your name, address and account number. Any Claim Notice must explain the nature of the Claim and the relief demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests and must give the other party a reasonable opportunity to respond to the demand for relief.

If: (i) you submit a Claim Notice in accordance with this subsection on your own behalf (and not on behalf of any other party); and (ii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you may be entitled).

16. No Waiver by Us. We may, without notice to you, delay or refrain from enforcing our rights under this Loan Agreement without losing them. For example, we may extend the time to make a payment without extending the time to make other payments, accept late or partial payments without waiving our right to have future payments made when they are due, or waive any fee without losing the right to impose that fee when due in the future.

17. Assignment. We may assign our rights or obligations under this Loan Agreement without prior notice to you. You may not assign your rights or obligations under this Loan Agreement without our consent.

18. Entire Agreement. The Loan Agreement represents the entire agreement between you and us regarding the subject matter hereof and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between us with respect to your application and loan.

19. Severability. If any provision of this Loan Agreement shall be or become wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent that its legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, unless such enforcement is in manifest violation of the present intention of the parties reflected in this Loan Agreement.

20. Savings Clause. If a law applicable to the Loan, sets maximum interest, fees, or charges for the Loan, and is finally interpreted such that interest, fees, or charges due or collected under the Loan exceed the permitted limits then: (a) any such interest, fee, or charge will be reduced by the amount necessary to comply with the permitted limit; and (b) upon request or as soon as practicable upon discovery by us, any amounts already collected from you exceeding such a permitted limit will be refunded to you. We may choose to make this refund by crediting the balance due under the Loan or by making a direct payment to you.

21. Events Beyond Our Reasonable Control. To the maximum extent permitted by applicable law, we and the Program Sponsor will not be liable to you for any delay or failure in our performance under this Loan Agreement or other promises to you to the extent caused by any act of God, war, terrorism, strike, labor dispute, fire, act of government, or any other similar cause beyond our reasonable control that renders our performance impossible, impractical, or untenable.

22. Billing Rights Notice.

Your Billing Rights: Keep This Document For Future Use

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

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:
WebBank c/o Zip Co US, Inc.
228 Park Ave S, PMB 59872
New York, New York 10003-1502

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, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

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

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

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

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

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

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

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note:

Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your 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 Zip Co US, Inc.
228 Park Ave S, PMB 59872
New York, New York 10003-1502

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.

23. Federal and State Law Notices. Notices apply only to the residents of the specified states where indicated.

All Borrowers: **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.

All Borrowers: YOU AGREE AND ACKNOWLEDGE THAT PURSUANT TO UTAH CODE ANN. § 70C-3-104 YOU ARE WAIVING YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS LOAN AGREEMENT.

All Borrowers, including California/New York/Rhode Island/Utah/Vermont residents: You give us and our agents, successors, and assigns permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing this Loan Agreement, taking collection action on this Loan Agreement, or for any other legitimate purposes associated with this Loan Agreement. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

California residents: A married applicant may apply for a separate account. As required by California law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Iowa residents: **NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.**

Kansas residents: **NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.**

Massachusetts residents: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

Missouri residents: **Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

Nebraska residents: NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this Loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this Loan of money or grant or extension of credit, must be in writing to be effective.

New Hampshire residents: You are not required to sign this agreement (directly or indirectly), or agree to enter into such an agreement as a condition of purchasing any property, goods or services. Reasonable attorney fees shall be awarded to the prevailing party in any action you bring against us or we bring against you. If we successfully assert a partial defense or set-off, recoupment, or counterclaim to an action brought by you, the court may withhold from you the entire amount or such portion of the attorney's fees as the court considers equitable.

New Jersey residents: Because certain provisions of this agreement are subject to applicable law, they may be void, unenforceable, or inapplicable in some jurisdictions. None of these provisions, however, are void, unenforceable or inapplicable in New Jersey.

Ohio residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain

separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Texas residents: You hereby waive your common law rights to receive notice of intent to accelerate and notice of acceleration. This means that you give up the right to receive notice that we intend to demand that you pay all that you owe on this agreement at once (accelerate) and notice that we have accelerated.

Utah residents: **This written agreement is a final expression of the agreement between you and us and the written agreement may not be contradicted by evidence of any alleged oral agreement.**

Washington residents: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Wisconsin residents: For married Wisconsin residents, your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under § 766.59 of the Wisconsin statutes or court decree under § 766.70 adversely affects our interest unless, prior to the time that the loan is approved, we are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. If this Loan for which you are applying is granted, agree to notify us if you have a spouse who needs to receive notification that credit has been extended to you.

* * *

The section headings of this Loan Agreement are a table of contents and not contract terms.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

By consenting to this Loan Agreement electronically in the Application, you are (i) acknowledging that you have read and understand all terms and conditions of this Loan Agreement, including the Arbitration Provision and the Disclosure; (ii) agreeing to the terms and conditions set forth in this Loan Agreement for the requested Loan; (iii) agreeing that this Loan Agreement, including the incorporated Disclosure, shall serve as the electronic record documenting the contract between you and us; and (iv) agreeing that your acceptance using the Application shall serve as your electronic signature to this Loan Agreement.

