

## Terms & Conditions

**TRUTH IN LENDING DISCLOSURE:** The information about the costs of the card described in this application is accurate as of December 2020. This information may have changed after that date. To find out what may have changed, call us at **877-486-3442** or write to: Vive Financial, P.O. Box 708670, Sandy, UT 84070.

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>35.99%</b>
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date and no Previous Balance existed.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> .
Fees	
Annual Fees	<b>\$59</b>
Penalty Fees:	
<ul style="list-style-type: none"> <li>Late fee</li> <li>Returned payment fee</li> </ul>	Up to <b>\$40</b> Up to <b>\$40</b>

**How We Calculate Your Balance Subject to Interest Rate:** We use a method called "Daily Balance (Including Current Transactions)." See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

### CARDHOLDER AGREEMENT

This Cardholder Agreement contains the general terms and conditions that will govern your credit card account (the "Account"), and the credit card we issue for Account access (the "Card"), if we approve your application for an Account. The Account application you signed or otherwise submitted to us (including its federal and state notices), and any written materials we may provide with your Vive Card or as a supplement or amendment to this Cardholder Agreement, are part of and incorporated into this Cardholder Agreement by reference (together, our "Agreement" with you).

In this Agreement, the words "you" and "your" mean each applicant (as an individual) and all applicants (as a group) shown on the Account application, and anyone else you authorize or permit to use your Account. The words "we," "us," and "our," mean The Bank of Missouri, the financial institution that provides the Account and issues the Cards, and its assigns and successors. When the Agreement states that we "may" take an action, this means that we are allowed and have the sole discretion to take that action, subject only to any limitations or notices expressly required by law or this Agreement. **You accept and agree to be bound by all terms and conditions in this Agreement, including its arbitration provision, the first time any of you use your Account.**

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or review 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.

**1. USE OF CARD:** Subject to the terms and conditions in the Agreement, you may use your Account to purchase goods and services from the merchants of providers (each, a "Participant") that have agreed to participate in the credit card program we provide with assistance from Vive Financial, LLC (Vive Financial). Before you attempt or agree to use the Account and Card to purchase any goods or services on credit from a Participant, you must notify the Participant that you intend to charge your purchase to your Card and obtain the Participant's approval for the Card purchase. We will not extend Account credit to you for any purchase, unless you notified and obtained approval from a Participant for that purchase. We will not be liable to you if a participant or any merchant refuses to honor your Account and Card for any purchase.

**2. ACCOUNT BILLING STATEMENTS AND NOTICES; ADDRESS ON FILE:** If you have a credit or debit balance on the Account of \$1 or more at the end of any billing period, we will send a periodic Account statement (a "bill") showing what you owe us as of the end of that billing period. We may not send you a bill, however, if we have decided your Account is uncollectible, if we have sent the Account for collection proceedings against you, or if the law does not require or permit us to send the bill. The billing period is the fixed period of time covered by the bill we send you. Each bill that we send will identify the billing period that it covers. The bill will show your new charges, including interest and fees, and any payments that posted to your Account during that period. It will also show you the minimum payment you must make to us by the due date shown

on the bill. You agree to examine each bill and notify us immediately of any item you may dispute. The billing error rights notice in this Agreement and on your bills provides more information about how you may notify us about any disputed items or billing errors. We will mail or deliver your bill only to one address.

If your Account is a joint Account or more than one person is permitted to use the Account, you agree that we may send all Account bills and other Account notices solely to your address on file, as shown in our billing records. Your address on file is the address you provided in your Account application, unless: (a) we have received and processed a notice of a change in address that you provided in accordance with this Agreement or your most recent bill; or (b) we are notified by the U.S. Postal Service of an address correction for you and we decide, in good faith, to rely on the address correction notice we receive from the Postal Service. You agree to notify us immediately of any change in your mailing address, telephone numbers, or other contact information, such as your email addresses.

**3. BALANCE CATEGORIES:** We put each charge on your Account, including interest and fees, into a balance category. We use the different balances to calculate the correct interest charges on your Account. If any type of charge is subject to a separate promotional interest rate, deferred interest, and/or reduced or deferred payment requirements (each, a "Promotional Balance") we will put the Promotional Balance into a separate balance for the time period you qualify for the special promotional terms ("Promotional Terms").

**4. AUTHORIZED USERS AND AUTHORIZED CHARGES:** If you give your Card or Account number to another person, he or she is an authorized user. An authorized charge is any charge you or any authorized user makes on the Account, and any fees and interest charges owing on the Account. Any charge made by an authorized user is an authorized charge. This is true even if you told the authorized user not to make that specific charge. A charge will still be authorized, even if it causes your Account to exceed its credit limit, is an illegal transaction, or is made after your Account is closed. An authorized charge can be made over the telephone, in person, on the Internet, or in any other way your Account can be used.

## **5. PAYMENTS**

**A. Promise to Pay:** You agree to pay all authorized charges on each bill, including interest and fees. You agree to pay us for any charges that we allow over your Account credit limit. You promise to pay at least the minimum payment by the due date shown on each bill.

**B. Payment Due Date; Payment Requirements:** The due date is the date by which we must receive your payment for it to be on time. Your bill lists the due date, which will fall on the same calendar day of the month. Your due date will be at least 21 days from the date we send you the bill and at least 25 days from the end of the most recently ended billing period. To be on time, we must receive your payment on or before the due date at the place and by the time stated on your bill. Unless a bill states a different place for payments, your payments must be sent to: Vive Financial, P.O. Box 268808, Oklahoma City, OK 73126 (regular mail); or Vive Financial, 380 Data Drive, Suite 200, Draper, UT 84020 (overnight courier). Unless a bill states a different time, your payment is on time if we receive it by 5:00 p.m. Central Time on the due date. If we do not receive or accept payments by mail on the due date, your payment will be on time if it is received by the next day that we accept or receive payments by mail.

You must pay in U.S. dollars. You must not pay in cash. Your payment must be drawn on a U.S. deposit account or by a cashier's check drawn on a U.S. bank or a foreign bank branch in the U.S. You must not attach or include any restrictive language to your payment. **Any check or money order you send that has restrictive words, conditions, limitations, or special instructions to us, including those marked with words "paid in full" or similar language, must be mailed to: Vive Financial, P.O. Box 708670, Sandy, UT 84070. No payment shall operate as an accord and satisfaction without our prior written approval.** If you are attempting to pay your account in full, you must contact us to receive a payoff amount. If you make payments in a paper form (such as check, money order, or cashier's check), you must include the payment coupon from your bill or write your Account number on the payment. If we decide, in our discretion, to accept a form of payment that does not meet these payment instructions, you agree that we are not waiving our right to require you to make or continue making payments that comply with these instructions and are otherwise required by the Agreement. The credit available on your Account will be increased by the amount of your payment within 14 days after we receive your payment.

You can also make a payment or set up automatic payments by calling 1-877-486-3442. Automatic payments for the billing period shown on your statement will be deducted on the Payment Due Date shown on that statement, or the next automatic payment date referred to on your statement, unless you request a recurring payment date that occurs before your Payment Due Date. **If your scheduled payment date falls on a Sunday or bank holiday, your payment will be processed the business day prior to the weekend or bank holiday.** In order to schedule monthly payments by telephone, you will need your monthly statement and your bank account information. You will be asked to provide the last four (4) digits of your social security number as your electronic signature. By providing those numbers, you will be agreeing to the authorization to allow us and your bank to deduct each authorized payment, in the amount selected by you, from your bank account. You also authorize us to initiate debit or credit entries to your bank account, as applicable, to correct an error in the processing of such payment. You can cancel a scheduled payment by phone at 1-877-486-3442 or by mail at Vive Financial, PO Box 708670, Sandy, UT 84070; payment cancellations must be received before 5 PM CT of the scheduled withdrawal date.

**C. Minimum Payment:** The bill we send to you will state your due date and the minimum amount you must pay by that due date (your "minimum payment" or the "minimum payment due" in this Agreement and on your bill). If you do not pay the minimum payment by its due date, we may charge you a late payment fee. You will also be in breach of this Agreement. You may pay all or part of your Account balance at any time. However, for each bill, you must pay at least the minimum payment by the due date stated on the bill. If any Promotional Terms apply that modify the payment requirements with respect to a Promotional Balance, then those Promotional Terms will explain how we determine the minimum payment due with respect to these Promotional Balances.

We calculate your minimum payment in the following manner: At the end of the billing period covered by the bill, we start by determining the amount that is the greater of:

- (i) the full unpaid balance of your Account at the end of the billing cycle (the "New Balance"), if this New Balance is less than \$25.00;
- (ii) \$25.00, if the New Balance is at least \$25.00;
- (iii) 4.0% of either:
  - (a) the highest New Balance since your account was opened; or

(b) the New Balance shown on any statement immediately following the expiration or default of any Promotional Terms; or  
(c) the highest New Balance since your New Balance was zero at any time; excluding any Promotional Balances which will have a separate New Balance and/or Highest New Balance calculation for that Promotional balance; or  
(iv) the sum of 1.0% of the New Balance (excluding any Promotional Balances), plus all interest charges, late payment fees, and returned payment fees then due for the Account. Then, we determine the minimum payment due for any Promotional Balances by multiplying the initial Promotional Balance Amount (the Promotional Highest Balance) by 4.0% unless the Promotional Terms state a different minimum payment amount.

Then, we determine whether there are any Account payments that are past due or balances that exceed the credit limit of your Account. Finally, we calculate your minimum payment due by adding together all the amounts described in 5C and rounding the result up to the nearest whole dollar. If you pay more than the minimum payment due after the end of any billing period, you must still pay at least the minimum payment due after the end of each billing period after that.

D. **Payment Allocation:** We choose which Account balances to pay with your minimum payment. We generally apply payments above the minimum payment to balances with the highest APRs first, except that we may apply the part of your payment that exceeds the minimum payment first to any deferred interest balances during the last two billing periods of a deferred interest period.

6. **TYPES OF CHARGES:** There are two types of charges or "Plans" under your Account: you may make a purchase on (a) the Regular Plan or (b) a Promotional Plan. The standard provisions of this Agreement apply to all Promotional Plan transactions unless otherwise specified prior to or at the time of purchase under a particular Promotional Plan offering and will continue to apply to any and all transactions that are not subject to a Promotional Plan. The following Promotional Plan may be offered from time to time as specified prior to or at the time of purchase: (a) **Deferred Interest Monthly Payment Plan** – If you pay the full cash sales price of the purchase by the promotional due date, as indicated on your billing statement, and pay the Minimum Payment Due when due each billing cycle, as indicated on your billing statement, no interest charges will be imposed on the purchase. If such payments are not so made, interest charges will be imposed from the purchase date. (b) **Reduced Interest Monthly Payment Plan** – If you pay the full cash sales price of the purchase by the promotional due date, as indicated on your billing statement, and pay the Minimum Payment Due when due each billing cycle, as indicated on your billing statement, reduced interest charges will be imposed on the purchase. If such payments are not made, the standard APR will be charged from the default date forward.

#### 7. INTEREST RATES AND INTEREST CHARGES:

A. **APRs Applied to Different Balances:** The "annual percentage rate" or "APR" is an annualized interest rate. We use the APR that applies to each balance to calculate the interest charges that you owe us on the Account. Different APRs may apply to different balances on your Account, such as purchases subject to the standard APR and any qualifying purchases we may allow you to make subject to deferred interest or a promotional APR.

B. **Variable APRs:** None of your Account APRs are variable, unless we specifically state that a variable APR applies in connection with a deferred interest or promotional APR program. Variable APRs increase or decrease based on changes in the Prime Rate. For the Prime Rate, we use the U.S. Prime Rate that *The Wall Street Journal* publishes on the Friday that follows the last Thursday of each month (the "Determination Date"). If *The Wall Street Journal* no longer publishes a Prime Rate, we will use a similar published rate that we choose as a substitute. Any increase or decrease to a variable APR based on a change in the Prime Rate will apply to your Account balances and purchases as of the first day of the billing period that begins after a Determination Date. Any increase in an APR that applies to your Account may cause an increase to your minimum required monthly payment.

C. **Standard APR:** Currently, the standard APR of 35.99% applies to your Account. We divide the APR by 365 to get the "Daily Periodic Rate" of 0.098603%.

D. **Use of Daily Balance Method with Compounding:** When calculating the interest charge on your account, we first calculate the "Daily Balance" for each balance. We do this by starting with the beginning amount of that balance for each day. We add any new purchases and Account fees for that day, add any interest on the previous Daily Balance if there is one in that billing period, and subtract any payments or credits. Then, we multiply this amount by the Daily Periodic Rate. This gives us the "Daily Balance Interest." The addition of the prior day's interest to the Daily Balance calculation causes interest to compound daily. We add all Account fees and minimum interest charges to the Daily Balance of purchases subject to the standard APR. Any Daily Balance that is less than zero will be treated as zero. Each "Balance Subject to Interest Rate" shown on your bill will be an average of the daily balances during the billing period for that balance.

At the end of the billing cycle, we add together the Daily Balance Interest amounts which will equal the total interest charge.

E. **When Interest Charges Begin; Grace Period:** The "New Balance" of your Account is the full unpaid balance of your Account that is outstanding as of the end of each billing period covered by each bill. As long as you continue to pay the New Balance every month by the due date listed on your bill, there will be a grace period on your Account purchases and we will not charge interest on those purchases. If you do not pay by the due date the New Balance that is outstanding as of the end of a given billing period, there will be no grace period and you will owe interest on the unpaid Account balances from the end of that billing period. After the end of that billing period, all charges will accrue interest from the date they were made. To take advantage of the grace period again, you must pay your New Balance in full, make no new purchases, and pay on time for as much as two billing periods in a row.

F. **Minimum Interest Charges:** If you are charged interest in any billing cycle, it will be no less than \$2.00.

#### 8. FEES:

A. **Annual Fee:** In the first billing period your Account has a purchase, we will charge a \$59.00 annual fee to your Account. Thereafter, you will be charged this annual fee on or about the anniversary of the first charge made to your Account (your "Anniversary Date"), so long as your Account has an unpaid balance or remains open for new purchases. We will notify you about this annual fee before each Anniversary Date. Our notice will explain when and how you may close your Account to future purchases and pay the full unpaid balance, if you do not want to be charged this annual fee on an Anniversary Date.

B. **Returned Payment Fee:** If your payment is returned unpaid to us for any reason, we will charge up to a \$29.00 returned payment fee to your

Account. If your payments are returned unpaid more than once during any six-month period, we will charge up to a \$40.00 returned payment fee to your Account. After that, your returned payment fee will not return to \$29.00 until you make Account payments required by the Agreement that are paid in full for six consecutive months.

**C. Late Payment Fee:** If you do not pay at least the minimum payment due by its due date, we will charge a \$29.00 late payment fee to your Account. If you do not pay the minimum payments due by their due dates more than once during any six-month period, we will charge a \$40.00 late payment fee to your Account. After that, your late payment fee will not return to \$29.00, until you make at least the minimum payment due by its due date for six consecutive months.

**D. Additional Account Fees:** We may charge additional fees to your Account for certain services that you may request in connection with your Account. These fees include, but are not limited to, the following: a \$5.00 fee to issue a replacement Card and a \$15.00 expedited service fee each time you request expedited assistance from us for reasons other than completing an Account payment (for example, to request an Account balance or payoff letter from us within three business days). You may contact us at 877-486-3442 at any time with questions about these and other Account services, or to request a schedule of other Account fees that we may require for particular services that are not listed here.

**9. CREDIT LIMIT:** We will establish a credit limit for your Account. We may increase or decrease your Credit Line without notice. We may delay increasing your available credit by the amount of any payment that we receive for up to 14 days. You agree that you will not use or permit others to use your Account to obtain credit if it would cause the outstanding balance of your Account to exceed its credit limit. However, we may, at our option, without waiving any of our rights, permit charges to your Account, even if those charges would cause your outstanding Account balance to exceed its credit limit. We will not assess a fee if we elect to honor charges that cause your Account to exceed its credit limit.

**10. DEFAULT, ENTIRE BALANCE DUE:** You will be considered to be in default if you break your promises under this Agreement, if you pass away, if you become the subject of bankruptcy or insolvency proceedings, supply us with false or misleading information or fail to supply us with information as required by this agreement, exceed your credit limit, or issue a payment returned unpaid by your bank for any reason. You understand and agree that we may demand that you pay the entire outstanding balance of your Account at once, subject to any legally required notices and limitations of applicable law if you are in default.

**11. COLLECTION COSTS:** To the extent permitted by law, you promise to pay all the costs we incur to collect your Account, including reasonable and allowable attorney's fees.

**12. JOINT ACCOUNTS:** If this is a joint Account, each of you is responsible as an individual and all of you are responsible as a group for all amounts that are owed in connection with the Account. Each of you is responsible, even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant or co-borrower is ordered by a court to pay us. You will remain liable to us if your co-applicant or co-borrower fails to pay as ordered by the court. Your Account status will continue to be reported to the credit bureau under each of your names. The delivery of Account notices or bills to any of you serves as delivery of those notices and bills to all of you. We may rely on and comply with instructions given by any of you with respect to the Account. We are not liable to any of you for relying on or complying with instructions given by any of you.

**13. NOTICES, CHANGES OF ACCOUNT INFORMATION, AND METHODS OF CONTACT:** If we need to contact you about your account, you authorize us (and our affiliates, agents, and contractors) to contact you at any number (i) you have provided to us, (ii) from which you called us, or (iii) at which we believe we can contact you. We may obtain address corrections from the U.S. Postal Service and other address information from third party sources, and telephone numbers and other contact information from third party sources. You also authorize us to send emails to an email address at which we have reason to believe you can be reached. You consent to us, as well as any other owner or servicer of your account, contacting you through any channel of communication and for any purpose, as permitted by applicable law. For informational, servicing or collection related communications, you agree that we may use the phone numbers that you provide to us, or numbers from which you called us, to contact your cellular phone or wireless device with text messages, artificial or prerecorded voice calls, and calls made by an automatic telephone dialing system. This consent applies even if you are charged for the call under your phone plan. You are responsible for any charges that may be billed to you by your communications carriers when we contact you.

In addition, you authorize your wireless carrier (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose to Vive Financial, LLC and its third-party service providers your mobile number, network status, customer type, customer's role, billing type, mobile device identifier (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the relationship. See our Privacy Policy for how we treat your data.

**14. TELEPHONE MONITORING:** You agree that we (and our affiliates, agents, and contractors) may monitor or record any calls between you and us.

**15. INVALIDITY:** If one or more provisions of the Agreement are declared invalid or unenforceable by a court or arbitrator with jurisdiction, you and we agree that the remaining conditions and terms will not be affected.

**16. NO WAIVER.** We will not lose our rights under this Agreement because we delay or do not enforce them.

**17. CHANGING OUR AGREEMENT:** We may change the terms of this Agreement. If required by applicable law, we will give you advance written notice of the change(s) and the right to reject the change(s).

**18. CREDIT REPORTS:** We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at Vive Financial, P.O. Box 708670, Sandy, UT 84070. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

We may also request your credit report in connection with a credit extension, credit limit increase, account renewal or update, collection activity, or dispute investigations.

19. **ASSIGNMENT:** We have the right to assign and transfer any amounts you owe us in connection with the Account and any of our rights under this Agreement. We assign this Agreement if we sell or pass to a third party any or all our rights or obligations under the Agreement, including any amount that you owe under the Agreement. Depending on what we may assign, any party to which we assign this Agreement will enjoy all our rights under the Agreement, including the contractual rights to collect amounts you owe on the Account. You cannot assign or transfer this Agreement or any of your rights or duties to anyone else.

20. **LOST OR STOLEN; LIABILITY FOR UNAUTHORIZED USE:** If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should write to us immediately at Vive Financial, P.O. Box 708670, Sandy, UT 84070, or call us at 877-486-3442. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

21. **RESPONSIBILITY FOR GOODS OR SERVICES:** We are not responsible for goods or services you purchase using your Account except to the extent required by applicable law.

22. **REFUNDS FOR GOODS OR SERVICES:** Refunds for goods and services are governed by Participant. Any refunds for goods or services purchased from a Participant through an extension of credit on your Account will be issued as a credit adjustment to your Account.

23. **CANCELLATION:** We may cancel, suspend, or not renew your Account at any time without notice. Specifically, inactivity for 12 months may result in cancellation. If cancelled, you promise to destroy all Cards immediately. We may terminate or modify all or any part of your Card privileges at any time. You have the right to close your Account to future purchases at any time, if you send a written cancellation notice to: Vive Financial, P.O. Box 708670, Sandy, UT 84070. Even if you close your Account to future purchases, you must pay all outstanding amounts on the Account and your Account will remain subject to interest and fees as provided in this Agreement until it is paid in full.

24. **INFORMATION SHARING:** You authorize us to share information about you as permitted by law. This includes information we get from you and others. It also includes information about your transactions with us. Please see our Privacy Notice for details about our information sharing practices.

25. **GOVERNING LAW:** This Agreement and all transactions under it will be governed by the laws of the State of Missouri "pursuant to MSA § 408.145," which are expressly adopted to control all Account transactions, without regard to choice-of-law principles.

26. **ARBITRATION: THIS PROVISION WILL NOT APPLY TO YOUR ACCOUNT IF YOU ARE A "COVERED BORROWER" AS DEFINED IN THE MILITARY LENDING ACT. ALL OTHERS, PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.**

**A. What claims (including initial claims, counterclaims, cross-claims, and third-party claims) are subject to arbitration:**

i. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or dealers/merchants/retailers that accept the card or program sponsors if it relates to your account, except as noted in this section below.

ii. We will not require you to arbitrate: any individual case in small claims court or your state's equivalent court, as long as it remains an individual case in that court.

iii. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence).

However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

**B. NO CLASS ACTIONS: YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS (INCLUDING INITIAL CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS AND THIRD-PARTY CLAIMS) AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.**

If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

**C. How to start an arbitration, and the arbitration process**

i. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Vive Financial, P.O. Box 708670, Sandy, UT 84070, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, (800) 778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, (800) 352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.

ii. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.

iii. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least 10 years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the Federal Arbitration Act (FAA), that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.

iv. The arbitration will take place by phone or at a reasonably convenient location. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

#### **D. Governing Law for Arbitration**

This Arbitration section of your Agreement is governed by the FAA. Missouri law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

#### **E. Pre-Dispute Resolution Procedure**

Before you or we bring any dispute or claim, the complaining party shall give the defending party: (i) a claim notice providing at least 30 days' written notice of the claim and explaining in reasonable detail the nature of the claim and any supporting facts; and (ii) a reasonable, good-faith opportunity to resolve the claim on an individual basis without the necessity of any proceeding. If you are the complaining party, you must send any claim notice to us at Vive Financial, Legal Department, P.O. Box 708670, Sandy, UT 84070. If we are the complaining party, we will send the claim notice to you at your address appearing in our records or, if you are represented by an attorney, to your attorney at his or her office address. If the complaining party and the defending party do not reach an agreement to resolve the claim within 30 days after the claim notice is received, the complaining party may commence an arbitration subject to the terms of this Arbitration section of your Agreement. No settlement demand or settlement offer may be used in any proceeding as evidence or as an admission of any liability or damages.

#### **F. Special Payment**

If: (i) you submit a claim notice in an arbitration on your own behalf (and not on behalf of any other party) and comply with all the requirements of this Arbitration section of your Agreement; (ii) we refuse to provide you with the money damages you request; and (iii) the arbitrator issues you an award that is greater than the latest money damages you requested at least 10 days before the date the arbitrator was selected, then we will pay you the amount of the award or \$7,500, whichever is greater, in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. We encourage you to include all claims you have in a single claim notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated under this Arbitration section of your Agreement.

#### **G. TO REJECT THIS SECTION:**

**You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to Vive Financial, Legal Department, P.O. Box 708670, Sandy, UT 84070. This is the only way you can reject this section.**

**27. NOTICE FOR ACTIVE DUTY MILITARY MEMBERS AND THEIR DEPENDENTS:** The following disclosures apply to you if at the time your account is opened, you are a "covered borrower" as defined in the Military Lending Act, which includes eligible active duty members of the Armed Forces and their dependents:

1. The provision in the Cardholder Agreement called "Arbitration" will not apply to your Account
2. 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).
3. You can call 800-548-5545, select option 1, to hear the information in item 2 (above) and a description of the payment obligation for your Account.

#### **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: Vive Financial, P.O. Box 708970, Sandy, UT 84070.

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 three 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 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:**

1. 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.
  2. If we do not believe there was a mistake: You must 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 the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**Your Rights If You Are Dissatisfied with Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase.
3. You must not yet have fully paid for the purchase. If all the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Vive Financial, P.O. Box 708970, Sandy, UT 84070. 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.

**Vive Financial Privacy Policy  
December 2020**

FACTS	WHAT DOES VIVE FINANCIAL DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security Number and income.</li> <li>• Account balances and payment.</li> <li>• Credit history and credit scores.</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Vive Financial chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Vive Financial share?	Can you limit this sharing?
<b>For our everyday business purposes-</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.		Yes	No
<b>For our marketing purposes-</b> to offer our products and services to you.		Yes	No
<b>For joint marketing with other financial companies</b>		No	We don't share
<b>For our affiliates' everyday business purposes-</b> information about your transactions and experiences.		Yes	No
<b>For our affiliates' everyday business purposes-</b> information about your creditworthiness.		Yes	Yes
<b>For our affiliates to market to you</b>		Yes	Yes
<b>For nonaffiliates to market to you</b>		No	We don't share
<b>To limit our sharing</b>	Call 1-877-486-3442. Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.		
<b>Questions?</b>	Call 1-877-486-3442		



## Privacy Policy Continued

Who we are	
Who is providing this notice?	Vive Financial.
What we do	
How does Vive Financial protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Vive Financial collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Apply for a loan or open an account.</li> <li>• Give us your contact information or pay your bills.</li> <li>• Use your credit card.</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness.</li> <li>• Affiliates from using your information to market to you.</li> <li>• Sharing for nonaffiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include Prog Leasing, LLC and its subsidiaries.</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Vive Financial does not share with nonaffiliates so they can market to you.</i></li> </ul>
JointMarketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Vive Financial does not jointly market.</i></li> </ul>

### Other Important Information

**For Vermont Residents:** We will not share information we collect about you with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization.

**For California Residents:** We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

**For All Customers:** For our everyday business purposes, we may share your personal information with the merchants and providers where you use your Account and their related companies. You cannot limit this sharing.

## Privacy Policy

Account Issued by: The Bank of Missouri

Serviced by: Vive Financial

FACTS		WHAT DOES THE BANK OF MISSOURI DO WITH YOUR PERSONAL INFORMATION IN CONNECTION WITH YOUR ACCOUNT SERVICED BY VIVE FINANCIAL?	
	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"><li>■ Social Security number and transaction history</li><li>■ Account balances and payment history</li><li>■ Credit history and credit scores</li></ul>		
	All financial companies need to share <b>customers'</b> personal information to run their everyday business. In the section below, we list the reasons financial companies can share their <b>customers'</b> personal information; the reasons The Bank of Missouri chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does The Bank of Missouri share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes— to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences		No	We do not share
For our affiliates' everyday business purposes— information about your creditworthiness		No	We do not share
For our affiliates to market to you		No	We do not share
For non-affiliates to market to you		Yes	Yes
To limit our sharing		Call 1-877-486-3442 – our menu will prompt your through your choice(s) <b>Please note:</b> If you are a new customer, we can begin sharing your information 30 days from the date we send this notice. When you are <i>no longer</i> our customer, we may continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	
Questions?		Call 1-877-486-3442	

## Who we are

## Who is providing this notice?

Vive Financial (Servicer) on behalf of The Bank of Missouri (Issuer)

## What we do

## How does The Bank of Missouri protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

Also, we only allow employees, authorized service providers and other parties as required or permitted by law to access your account.

## How does The Bank of Missouri collect my personal information?

We collect your personal information, for example, when you

- open an account or give us your contact information
- pay your bills or apply for a loan
- use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates or other companies.

## Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

## Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *The Bank of Missouri does not share with our affiliates*

## Non-affiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Non-affiliates we share with can include other financial companies and non-financial companies such as retailers, marketing companies and service providers.*

## Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies such as other financial companies and financial service providers.*

## Other important information

**For Vermont Residents:** We will not share information we collect about you with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization.

**For California Residents:** We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

For our everyday business purposes, we may share your personal information with the merchants and providers where you use your Account and their related companies. You cannot limit this sharing.