

WebBank DigniFi

Credit Card Account Customer Agreement ("Agreement")

Pricing Information

Effective: March 25, 2022

Interest Rates and Interest Charges		
Annual Percentage Rate (APR) for Purchases	27.99%	
APR for Cash Advances	27.99%	
Paying Interest	Your due date is at least 25 days after the close of each Billing Cycle. We will not charge you interest on Regular Credit Plan Purchases if you pay your entire Regular Credit Plan balance and the Minimum Payment due on all Promotional Credit Plans by the due date each month. We will begin charging interest, if any, on Promotional Credit Plan transactions on the transaction date. Cash Advances will be treated as Promotional Credit Plan transactions.	
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00.	
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.	
Fees		
Annual Fee	\$59.00	
Cash Advance Fee	4% of the amount of each Cash Advance.	
Penalty Fees	 Late Payment - Up to \$41.00 Returned Payment - Up to \$41.00 	

How We Calculate Your Balance. We use a method called "average daily balance (excluding new Regular Credit Plan Purchases)." If your Account is subject to a grace period during the billing cycle, payments made during that billing cycle will be subtracted from your daily balances during that cycle. For additional information, see the "Interest Charges" section of the Agreement.



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

Important Information

About Procedures for Opening a New Account

Arbitration

Unless you are a Military Lending Act Covered Borrower, this WebBank DigniFi Credit Card Account Customer Agreement contains an Arbitration Provision. The Arbitration Provision is contained in Section 44. Please read the Arbitration Provision carefully. Unless, you send us the rejection notice described in the Arbitration Provision, the Arbitration Provision will apply to you.

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

Important Information About Credit Reporting

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

State Specific Information

NOTICE FOR CALIFORNIA RESIDENTS: Applicants may, after credit approval, use the credit card account up to its credit limit and be liable for amounts extended under the plan to any joint applicant. If you are married, you may apply for credit in your own name.

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

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



NOTICE FOR NEW YORK RESIDENTS: New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees, and grace periods. New York State Department of Financial Services: 1-877-226-5697 or http://www.dfs.ny.gov.

NOTICE FOR MARRIED WISCONSIN RESIDENTS: No provision of any marital agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement, or court order, or has actual knowledge of the provision. If you are married, by submitting your credit card application you are confirming that this credit card obligation is being incurred in the interest of your marriage and your family. If the credit card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.

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

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

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

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

WebBank

DigniFi Credit Card Account Customer Agreement

Section 1. Credit Card Account Agreement

This WebBank DigniFi Credit Card Account Customer Agreement ("Agreement") is between you and WebBank, a Utah- chartered, FDIC insured bank having its principal office in Salt Lake City, UT. There are two parts to this Agreement: WebBank DigniFi Credit Card Account Pricing Information and the WebBank DigniFi Credit Card Account Customer Agreement. WebBank will open an Account and issue a Card or Cards that may only be used for auto repairs and auto- related products and services at approved service centers. By opening your Account, signing your Card or using your Account, you agree to the terms of the Agreement with WebBank including any changes, amendments or supplements to it.



Section 2. Definitions.

The meanings of the capitalized terms used in the Agreement appear in the "Glossary" (Section 42 of this Agreement).

As used here, "you" and "your" mean each applicant and co-applicant approved on the Account; any person responsible for paying the Account; any Authorized User; and any person responsible for complying with this Agreement. "We," "us," "our," and "WebBank" mean WebBank.

Section 3. Account Documents.

The following documents govern your Account with us:

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

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

Section 4. Account Information.

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

Section 5. Use and Sharing of Information About You.

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

Section 6. Credit Limits.

When you open your Account, we will tell you your credit limit. This will also appear on your Statement. We may also refer to your credit limit as your credit line.

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



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

Section 7. Using Your Account.

- 1. This Agreement applies, whether or not you use your Card or Account. It will continue to apply even after your Account is closed, as long as you have a balance.
- 2. You must return the Card to us or destroy it if we ask you to.
- 3. You must take reasonable steps to prevent the unauthorized use of your Card and Account.
- 4. We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your credit limit or your Account is not in default.
- 5. We are not responsible for any losses you incur if we do not authorize a transaction.
- 6. We are not responsible for any losses you incur if anyone refuses to accept your Card for any reason.
- 7. You must not use, or try to use, the Card for any illegal activity. You are responsible for any charges if you do.
- 8. We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

Section 8. Promotional Credit Plans.

From time to time, we may offer one or more Promotional Credit Plans for certain transactions prior to or at the time of your Purchase. Cash Advances and Cash Advance Fees are also treated as Promotional Credit Plans. The terms of this Agreement apply to Promotional Credit Plans. However, the terms of the promotional offer and the special Promotional Credit Plan with respect to Purchases may be different from the standard terms of your Account and will be explained in other materials and disclosures provided to you in that offer. In general, Interest Charges for Promotional Credit Plans begin to accrue from the date of the transaction until paid in full. and there is no grace period to avoid Interest Charges on Promotional Credit Plans. You accept the promotional terms of those materials and disclosures when you make the Purchase. Only certain Purchases may be eligible for Promotional Credit Plans. The amount of your credit limit available for Promotional Credit Plans may be limited. Offers are subject to credit approval. These plans may have special interest terms, special repayment terms (including minimum payments) and a limited or specified promotion period when the special promotional terms apply. Unless otherwise specified with respect to a Promotional Credit Plan in connection with a Purchase or Cash Advance transaction, upon termination or expiration of the promotion period your Promotional Credit Plan terms will end, and all Regular Credit Plan terms will apply. Unless otherwise provided in the materials and disclosures provided to you at the time you make your Purchase, only Purchases of \$350.00 or more will be eligible for Promotional Credit Plans. Special Promotional Credit Plans are not available at all times for all Purchases of \$350.00 or more. Regular Purchases that are not subject to Promotional Credit Plan terms are part of your Regular Credit Plan. Please see any special promotional materials or disclosures for additional terms that will apply to the promotion offered.

Section 9. Deferred Interest Promotions.

From time to time, we may offer you the opportunity to enter into promotions that defer interest. This will be treated as a special Promotional Credit Plan. When you make a Purchase under a deferred interest promotion, it will be identified separately on your Statements. Each Statement will contain a summary of all deferred transactions, including the unpaid principal balances, any accrued or assessed interest charges and the dates until which payments or interest charges are deferred. The special deferral terms apply to a transaction for a specified period of time, which we will call the "Deferral Period". Following your



consummation of a deferred transaction deferred transaction, the Deferral Period will be disclosed to you. These special promotions are made available at our discretion, are subject to credit approval, are not available for all transactions and cannot be changed by customer request.

You must make minimum monthly payments on the deferred transactions during the Deferral Period. If you pay the entire deferred transaction in full on or before the last day of the Deferral Period, you pay no interest in connection with your deferred transaction. However, interest on the deferred transaction will be charged to your Account at the monthly periodic rate in effect each month from the date of transaction if the deferred transaction balance is not paid in full by the last day of the Deferral Period. During the Deferral Period, we include your deferred transaction(s) when we calculate your minimum monthly payment and for purposes of determining your available credit.

Section 10. Cash Advances.

You may use your Account to obtain Cash Advances if your Account: (i) is not past due; and (ii) you have available credit for Cash Advances, and any related Cash Advance Fees. Your total Cash Advance transaction amount is subject to a minimum of \$350 and a maximum of \$2,000, or your maximum credit limit, whichever is less. You may request a Cash Advance only through the DigniFi customer portal. If qualified, the funds will be deposited directly into your bank account. Cash Advances deposited to your bank account are conditioned on our ability to verify your bank information and ID (where applicable). If we are unable to verify your bank account and/or ID (where applicable), you will not be eligible to receive the Cash Advance. The Cash Advance plus the Cash Advance Fee will be treated as Promotional Credit Plan transactions. Interest Charges for Cash Advance transactions begin to accrue from the date of the Cash Advance transaction until paid in full, and there is no grace period to avoid Interest Charges on Cash Advance transactions. You accept the promotional terms of those materials and disclosures when you make the Cash Advance transaction. Cash Advance transactions will not have deferred interest or a Deferral Period.

Section 11. Reserved.

Section 12. Joint Accounts.

If this is a joint account, each of you is responsible individually and together for all amounts owed. 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 joint accountholder is ordered by a court to pay us. Your Account status will be reported to the credit bureau under each of your names. The delivery of notices or Statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Section 13. Authorized Users.

If you ask us to issue a Card to any person other than a joint account holder, they are an Authorized User. We may require certain information about them and you should let them know that you are sharing their information with us. We may limit their ability to use your Card. They may have access to certain information about your Account. You will be responsible for their use of the Account and anyone else they allow to use your Account, even if you did not want, or agree to, that use. We may report information about your Authorized User(s) to consumer reporting agencies. See the "Credit Reports" section of this Agreement.

Section 14. Removing an Authorized User.

If you want to remove an Authorized User from your Account, you must contact Customer Service at 1-844-334-5107 and request their removal. You also must immediately destroy all Cards in their possession and cancel any arrangements they may have set up on your Account. They will be able to use your Account until you have notified us that you are removing them from your Account. During this time, you will still be responsible for all amounts they charge to your Account. You will be responsible even if these amounts do not appear on your Account until later.



Section 15. Your Promise to Pay.

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

Section 16. Statements.

We will send or make available to you one Statement for your Account at the end of each Billing Cycle. You must notify us at P.O. Box 84010, Sioux Falls, SD 57118 or 1-844-334-5107 of a change in your address. Under certain circumstances, the law may not require us to send or make available to you a Statement or may prohibit us from doing so. In such circumstances, we may continue to add interest and fees as permitted by law.

Section 17. Disputed Transactions.

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

If we credit your Account for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction. You will also:

give us any information about the disputed transaction, if we ask;

not pursue (or cease your current pursuit of) any claim or reimbursement of the transaction amount from the merchant or any other person; and

help us get reimbursement from others.

Section 18. No Warranties.

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

Section 19. Lost or Stolen Card.

If your Card is lost or stolen or if you think someone else may be using your Card or Account without your permission, you must contact us at 1-844-334-5107 immediately. You will not be responsible for transactions on your Account that we find are unauthorized.

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

Section 20. Interest Charges.

We use a method called Average Daily Balance (excluding new Regular Credit Plan Purchases) to calculate the Interest Charges.

First, for each day in the Billing Cycle for each Credit Plan, we take the beginning balance (excluding any accrued Interest Charges not posted to the Account), add any new charges and Fees and subtract any payments and credits for each Credit Plan as described in the "How We Apply Your Payments" Section of this Agreement. The result is the daily balance for each Credit Plan.

Next, for each Credit Plan, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each Credit Plan.

At the end of each Billing Cycle, we multiply your Average Daily Balance for each Credit Plan by the daily



periodic rate for that Credit Plan, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all Credit Plans together. The result is your total Interest Charge for the Billing Cycle.

For purposes of the above calculations, accrued Interest Charges are added (posted) to the daily balance of each Credit Plan on the last day of the Billing Cycle. Fees are added to the Credit Plan as part of the daily balance on the day they are posted to the Account. Any Fees, other than a Cash Advance Fee, will be treated as a new Regular Credit Plan Purchase in the Billing Cycle it is assessed. A Cash Advance Fee will be treated as a new Promotional Credit Plan transaction in the Billing Cycle it is assessed. For Regular Credit Plan Purchases, new Purchases become part of the Account balance on the transaction date, but when we calculate daily balances for the purpose of computing Interest Charges, we do not add any new Purchases made during the Billing Cycle until the first day of the new Billing Cycle following the date of the Purchase. Due to rounding or a minimum Interest Charge, this calculation may vary slightly from the Interest Charge actually assessed.

The daily periodic rate that is used to determine your Interest Charges for each Credit Plan is 1/365th of your Annual Percentage Rate (APR) for each such Credit Plan.

We will charge the Interest Charges and Fees to your Account as disclosed in the Pricing Information section, any promotional material or disclosure for Promotional Credit Plan transaction(s) and your Statement. If you paid your Regular Credit Plan balance in full and you made the Minimum Payment due on your Promotional Credit Plans by the due date on your prior Statement, then (1) if you again pay your Regular Credit Plan balance in full and you make the Minimum Payment due on your Promotional Credit Plans by the due date on your current Statement, we will not charge you any new Interest Charges on new Purchases made under your Regular Credit Plan during the current Billing Cycle, and (2) if you pay at least your Minimum Payment due for the current Billing Cycle but less than the amount described in clause (1), we will treat your payment as if it was made on the first day of the current Billing Cycle when we calculate your Interest Charges on new Purchases made under your Regular Credit Plan.

In general, unless otherwise indicated in promotional terms, Interest Charges for Promotional Credit Plan transactions begin to accrue from the date of the transaction until paid in full, and there is no grace period to avoid Interest Charges on Promotional Credit Plans.

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

If we charge you interest, the charge will be no less than \$2 and will be allocated among all Credit Plan balances that accrue interest at our discretion.

Section 21. Annual Fee.

Your Pricing Information section will tell you if your Account is subject to an Annual Fee. We may charge you an Annual Fee based on your creditworthiness. The Annual Fee is non-refundable and will be assessed when your Account is opened and on an annual basis thereafter. Paying the annual fee does not limit our right to close the Account or our right to limit your ability to transact under the Account. The Annual Fee will not be billed to your Account after your Account is closed.

Section 22. Late Payment Fee.

If we do not receive payment from you in at least the amount of your Minimum Payment by the due date shown on your monthly Statement, you will be charged a Late Payment Fee. The fee will be \$30.00 if you did not incur a Late Payment Fee during any of the prior six billing periods; otherwise \$41.00.

Section 23. Returned Payment Fee.

If any check or other payment tendered in payment on your Account is returned unpaid for any reason, you



will be charged a Returned Payment Fee. The fee will be \$30.00 if you did not incur a Returned Payment Fee during any of the prior six billing periods; otherwise \$41.00.

Section 24. Cash Advance Fee.

Each time you obtain a Cash Advance, we will impose a cash advance fee ("Cash Advance Fee") of 4% of the amount of each Cash Advance in addition to periodic Interest Charges, assessed in connection with the Cash Advance. The Cash Advance Fee is treated as a Promotional Credit Plan transaction and will be subject to interest accrual from the date of the Cash Advance transaction.

Section 25. Copy Fee.

You may request a copy of your monthly statement by calling 1-844-334-5107. If you request duplicates of any monthly billing statement or other document, a copying charge of \$3.00 per page may be imposed, unless the request is made in connection with a bona fide billing error dispute.

Section 26. Minimum Payment.

You must pay at least the Minimum Payment due by the payment due date each month. The Minimum Payment for your Account includes the minimum payment on each Credit Plan, including any Promotional Credit Plan with a special minimum payment calculation and your Regular Credit Plan.

To determine the total Minimum Payment due, we add together the following: (a) your Regular Credit Plan Minimum Payment, which is equal to the greater of (i) \$20 or (ii) 3% of the total of your Regular Credit Plan Purchases balance plus any billed Interest Charges; (b) the Minimum Payment for each Promotional Credit Plan transaction balance; (c) late payment fees and other fees and charges; and (d) any past due amount for any Credit Plan. We then round this total to the next highest dollar.

Your Statement will tell you:

- 1. the Minimum Payment due,
- your new balance,
- 3. the payment due date, and
- 4. an explanation of when the payment must reach us for us to consider it received as of that date.

Returns and other credits to your Account will reduce your Account balance, but they will not change your Minimum Payment amount.

If your Account is 150 days past due, is part of a bankruptcy proceeding, or is otherwise charged off, the total balance is immediately due and payable.

Section 27. Making Payments.

Your payment must be made in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept any payments at dealer locations or cash payments.

You may not make payments with funds from your Account or any other credit account with us. You must send mailed payments to us as instructed on your Statement, unless we tell you otherwise.

You must mail all payment items (such as checks) ("Item(s)") bearing restrictive words, conditions, limitations, or special instructions to: P.O. Box 84010, Sioux Falls, SD 57118. This includes Items marked "Paid in Full" or similar language. This also includes all accompanying communications. If you make such a payment or send any accompanying communications to any other address, we may reject it and return it to you. We may also



accept it and process it without losing any of our rights.

Section 28. Other Payment Services.

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

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

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

Section 29. Payment Processing.

We may accept and process payments without losing any of our rights. Although we immediately credit your loan payment to the balance of your loan, we may hold your available credit until we confirm your payment cleared. We may hold your available credit for up to 7 calendar days. We may resubmit and collect returned payments electronically. If necessary, we may adjust your Account to correct errors, process returned and reversed payments, and handle similar issues.

When you send us an Item as payment, you authorize us to make a one-time electronic funds transfer from your deposit account. We may withdraw the funds from your deposit account as early as the same day we receive your payment. You will not receive your Item back from your bank. We will provide additional information about this process on your Statement.

We may use the information from an Item to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same

way we would process an Item. We are not responsible if an Item you provide has physical features that, when imaged, result in it not being processed as you intended.

Section 30. How We Apply Your Payments.

In each Billing Cycle, we apply payments up to your Minimum Payment amount at our discretion. Unless otherwise provided by applicable law, we apply any part of your payment exceeding your Minimum Payment amount to the Credit Plan balance with the highest APR, and any remaining portion to other Credit Plan balances in descending order based on the applicable APR. We do this based on the APRs in effect and balances owed on the day your preceding Billing Cycle ended. If more than one Credit Plan balance has the same APR, we will apply the payment to the oldest Credit Plan balance first.

Notwithstanding the foregoing, during the two billing cycles immediately preceding expiration of any deferred interest or similar period, the excess payment amount will be allocated first to the applicable deferred interest or similar Credit Plan balance(s) and then any remaining portion allocated to any other balances consistent with the process outlined above in this section.

Section 31. Credit Balances.

We may reject and return any payment that creates or adds to a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges. We will make a good faith effort to refund any credit balance remaining in the account for more than six months; or, you may write to the address provided on your Statement or call us at 1-844-334-5107 to request a refund of any available credit balance and we will issue a refund within thirty business days.



Section 32. Account Default.

You will be in default if:

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

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

- 1. charge you Fees, as permitted under the Agreement;
- if so disclosed under a Promotional Credit Plan, terminate the special promotional terms and apply the terms that apply to Regular Credit Plan Purchases including changes to your APR and Minimum Payments;
- 3. close or suspend your Account;
- lower your credit limit(s);
- 5. demand that you immediately pay the total balance owing on your Account including all promotional balances;
- continue to charge you Interest Charges and Fees as long as your balance remains outstanding; and/or
- 7. file a lawsuit against you, or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

Section 33. Communications.

You agree that we may contact you at any phone number, email address or mailing address you provide to us, including mobile devices. You agree that from time to time we may monitor and record telephone calls made or received by us or our agents regarding your Account to assure the quality of our service. In order for us to service the Account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your Account at any time, including a mobile telephone number that could result in charges to you.

Section 34. Credit Reports.

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



If you believe that we have reported inaccurate information about your Account to a credit bureau or other consumer reporting agency, notify us in writing at P.O. Box 84010, Sioux Falls, SD 57118. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect. We will research the issue and let you know if we agree or disagree with you. If we agree, we will contact each consumer reporting agency we reported to and request a correction.

We may obtain and use credit, income and other information about you from credit bureaus and others as the law allows.

Section 35. Closing or Suspending Your Account.

You may contact us at 1-844-334-5107 to ask us to close your Account.

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

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

Section 36. Changes to Your Agreement.

At any time, we may add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you notice of any changes as required by law. We may notify you of changes on your Statement or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes. If we increase your APR for any reason, or if we change your Fees or other terms of your Account, we will notify you as required by law. You may not change this Agreement unless we agree to your change in writing.

Section 37. The Law that Applies to Your Agreement.

This Agreement and your Account will be governed by federal law applicable to a FDIC-insured institution located in Utah and, to the extent permitted by law and not preempted by federal law, the law of the state of Utah, without regard to its choice of law provisions. You agree that this Agreement is entered into between you and us, and received by us, in Utah and we extend credit to you from Utah, whether or not you live in Utah. We will make the decision whether to open an account for you based on criteria established in Utah.

Section 38. Severability.

If any provision of this Agreement is determined to be void or unenforceable under any applicable law, rule or regulation, all other provisions of this Agreement will remain enforceable (except as specifically addressed in the Arbitration provision).

Section 39. Entire Agreement.

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

Section 40. Waiver.

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



Section 41. Assignment.

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

We may also engage agents, authorized representatives, and other service providers, all of which may act for us under this Agreement and rely on the rights given to us under this Agreement.

Section 42. Glossary.

"Account" means your DigniFi Credit Card Account with WebBank.

"Annual Percentage Rate" means your interest rate stated as a yearly rate.

"Billing Cycle" means the period of time reflected on a Statement. This period may vary in length but is approximately 30 days. You will have a Billing Cycle even if a Statement is not required. We will often specify a Billing Cycle by the month in which its closing date occurs. For example, a "March Billing Cycle" will have a closing date in March. We may also refer to a Billing Cycle as a "Billing Period." If your Account balance has charged off, we may switch to quarterly Billing Cycles for your Account.

"Card" means any WebBank credit card associated with your Account. This includes all renewals and substitutions. It also means any other access device for your Account we give you that allows you to obtain credit, including any Account number.

"Cash Advance" means the following type of transaction: an electronic or other transfer of funds to you that is initiated by you via the DigniFi customer portal, (i.e., you request a Cash Advance in the DigniFi customer portal as a method of obtaining a cash loan), which if qualified for, will be deposited to your bank account.

"Credit Plans" mean the Regular Credit Plan that applies to your Purchases and Fees other than Cash Advance Fees. It also means the Promotional Credit Plans that apply to certain promotional offers we make available from time to time and to Cash Advances and Cash Advance Fees. The sum of your Credit Plan balances equals your total Account

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

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

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

"Minimum Payment" is the total of the minimum payments required for each Credit Plan and at least this amount must

be paid by the payment due date indicated on your Statement.

"Promotional Credit Plans" are different parts of your Account we may establish for Purchases that are subject to special interest rates (APRs), pricing, repayment or other terms. Not all purchases are eligible for a Promotional Credit Plan and in order to qualify there may be a minimum purchase amount. Cash Advances and Cash Advance Fees are treated as Promotional Credit Plans.

"Purchase" a transaction using your Card to purchase goods or services from one who honors the Card.



"Regular Credit Plan" means the interest rate (APR), pricing, repayment terms and other terms included in this Agreement for Purchases that are not made under Promotional Credit Plans.

"Statement" means a document showing important Account information, including all transactions billed to your Account during a Billing Cycle and information about what you must pay. We may also refer to your Statement as a "Periodic Statement" or a "Billing Statement."

Section 43. Military Lending Act Disclosure.

The federal Military Lending Act ("MLA") provides important protections for certain members of the Armed Forces and their dependents ("Covered Borrowers") relating to extensions of consumer credit. The following provisions of this Section 43 apply only to Covered Borrowers.

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

In order to hear important disclosures and payment information about the account of a Covered Borrower, you may call 1-844-334-5107.

The Arbitration Provision set forth in Section 44 of this Agreement does not apply if you are a Covered Borrower.

Section 44. Arbitration.

RESOLUTION OF DISPUTES: THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US AND OTHERS UNLESS YOU ARE AN MLA COVERED BORROWER. YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN PARAGRAPH (b) BELOW.

- a. Either you or we may, at your or our sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this section (the "Arbitration Provision"), unless you opt out as provided in section (b) below. DigniFi (including its affiliates and dealers), or any subsequent holder of this Agreement or any interest in your Account or any subsequent Purchaser, holder or assignee of any receivables arising under your Account (collectively, "subsequent holder"), may also elect arbitration of any Claim as provided in this Arbitration Provision. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us and/or DigniFi and/or any subsequent holder (or persons claiming through or connected with us and/or DigniFi and/or the subsequent holders), on the other hand, relating to or arising out of your application for and origination of this Account, this Agreement, your Account, or the relationship between you and us, including (except to the extent provided otherwise in the last sentence of section (f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.
- b. You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to P.O. Box 84010, Sioux Falls, SD 57118, which is received at the specified address within 30 days of the date that you applied for an Account. The opt out notice must clearly state that you are rejecting



arbitration; identify the Account to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.

- c. The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or Judicial Alternatives and Mediation Services ("JAMS"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any applicable law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA's web site at: <a href="https://www.adr.org.com/www.
- d. If we (or DigniFi or any subsequent holder) elect arbitration, we (or DigniFi or the subsequent holder, as the case may be) shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with applicable law if contrary to the administrator's rules. We (or DigniFi or the subsequent holder, as the case may be) shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we (or DigniFi or the subsequent holder) pay them and we agree (or DigniFi or the subsequent holder agrees) to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by applicable law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.
- e. Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three- arbitrator panel selected according to the rules of the arbitration administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.
- f. We (and DigniFi and any subsequent holder) agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. We (or DigniFi or any subsequent holder) will not initiate an arbitration proceeding to collect a debt from you unless you assert a Claim against us (or DigniFi or any subsequent holder). You may seek arbitration in a proceeding to collect a debt. We (or DigniFi or any subsequent holder) may seek arbitration in a proceeding to collect a debt if you assert a Claim against us (or DigniFi or any subsequent holder). NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS, REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in



the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section (f), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this section (f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

- g. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.
- h. This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties and/or DigniFi or a subsequent holder; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of the Account or this Agreement, or any interest in, or receivables arising under, the Account or this Agreement, to any other person or entity. If any portion of this Arbitration Provision other than section (f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in section (f) are finally adjudicated pursuant to the last sentence of section (f) to be unenforceable, then no arbitration shall be had. In no event shall any such invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. SUBJECT TO SECTION (b), THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

Your Billing Rights

Keep This Notice for Future Use: This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us as soon as possible at: P.O. Box 84010, Sioux Falls, SD 57118.

In your letter, give us the following information:

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



You must contact us:

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

You must notify us of any potential errors in writing. You may call us at 1-844-334-5107 or notify us electronically at DigniFi@totalcardinc.com, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter.

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

- 1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- 2. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

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

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

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

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

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

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



Your Rights If You Are Dissatisfied With Your Credit Card Purchases.

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

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

- 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.);
- 2. You must have used your credit card for the purchase. Purchases made with funds provided through Cash Advances do not qualify; and
- 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 DigniFi, P.O. Box 84010, Sioux Falls, SD 57118.

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



Addendum to WebBank DigniFi

Credit Card Account Customer Agreement ("Agreement")

This addendum is a supplement to your WebBank DigniFi Credit Card Account Customer Agreement between you and WebBank. The Agreement and the terms of this Addendum are the full terms of your agreement.

Promotion Terms

The six-month deferred interest promotional offer is available on all approved purchases of \$350 or more using the DigniFi ExpressWay credit card. Your Deferral Period is 6 months from the date of purchase and is identified on your billing statement as the Promotional Expiration Date. No interest will be charged on the promotional purchase amount in full within the Deferral Period. If you do not, interest will be charged on the promotional purchase from the purchase date.

A Minimum Monthly Payment is required for the Applicable Term. The required minimum monthly payments will not pay off the promotional purchase by the end of the Deferral Period. The minimum monthly payment amount is based on an amortization schedule where the transaction amount will be paid in full by the end of the Applicable Term if the minimum payment amount is paid timely and in full. Your minimum payment for your purchases will be added to any other minimum payments required on the account for other Promotional Credit Plans and Regular Credit Plan Purchases. Failure to make the Minimum Monthly Payment could result in possible late fees and negative credit reporting.

The Minimum Monthly Payment is identified on your billing statement.

The Applicable Term is based on the purchase amount according to the following table:

Purchase Amount	Applicable Term	APR
\$350.00 to \$650.00	12 months	27.99%
\$650.01 to \$900.00	18 months	27.99%
\$900.01 to \$1,100.00	24 months	27.99%
\$1,100.01 to \$1,300.00	30 months	27.99%
> \$1,300.00	36 months	27.99%



MLA COVERED BORROWER Addendum to Cardholder Agreement

DigniFi PO Box 7084 Boulder, CO 80306-7084 (855) 808-5861

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

To receive this disclosure verbally over the phone, please call toll-free at 855.808.5861 to speak with a member of our Customer Care Department.

The arbitration addendum included in this cardholder agreement does not apply to an MLA covered borrower. Neither DigniFi nor WebBank will require an MLA covered borrower to submit to mandatory binding arbitration.

DigniFi and/or WebBank will NOT:

- Require the covered borrower to waive the right to legal recourse under any other state or federal law, including the Servicemembers Civil Relief Act;
- Require the covered borrower to submit to arbitration or other burdensome legal notice provisions, in the case of a dispute;
- Demand unreasonable notice from the borrower as a condition for legal action; Require the covered borrower to establish an allotment to repay the obligation;
- Prohibit the covered borrower from prepaying the consumer credit, or charge a prepayment penalty; or
- Use a check or other method of access to a deposit, savings, or other financial account maintained by the covered borrower.



PRIVACY NOTICE STATEMENT

Rev: 08/2019

FACTS	WHAT DOES DIGNIFI DO WITH YOUR PERSONAL INFORMATION?

WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: • Social Security number and account transactions
	 Credit history and credit scores Income and employment information When you are no longer our customer, we continue to share your information as described in this notice.
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons DigniFi chooses to share; and whether you can limit this sharing.

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

To limit our sharing

- Call +1 (855) 808-5861
- Email us: <u>questions@dignifi.com</u>

Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us anytime to limit our sharing.

Questions?	Call +1 (855) 808-5861 or visit www.dignifi.com



Who We Are	
Who is providing this notice?	DigniFi and its affiliates as listed below.

What We Do	What We Do		
How does DigniFi 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. Additionally, DigniFi requires and trains its employees to comply with its privacy standards and policies, which are designed to protect customer information.		
How does DigniFi collect my personal information?	We collect your personal information, for example, when you Apply for a loan Open an account Provide employment information Give us your income information Give us your contact information 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 nonaffiliates 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.		
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account - unless you tell us otherwise.		

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies with a DigniFi name such as • DigniFi Servicing, Inc. • DigniFi Technologies, Inc. • DigniFi, Inc. • DigniFi Holdings, Inc.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • DigniFi does not share with nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. DigniFi does not jointly market.

Other Important Information

California Residents: Except as permitted by law or if you give us your permission, we will not share information we collect about you with nonaffiliates or affiliates. Please see the notice titled "Important Privacy Choices for Consumers."

Nevada Residents: If you prefer not to receive marketing calls from us, you may call +1 (855) 808-5861 to be placed on our Do Not Call List. For more information, mail DigniFi 4772 Walnut St, Ste 200, Boulder, CO 80301 or visit www.dignifi.com. You may also contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E Washington St., Suite 3900, Las Vegas, NV 89101, call 702-486-3132, or email BCPINFO@ag.state.nv.us. This notice is provided pursuant to state law.

Vermont Residents: Except as permitted by law or if you give us your permission, we will not share information we collect about you with nonaffiliates or affiliates.



FACTS WHAT DOES WEBBANK DO WITH YOUR PERSONAL INFORMATION? Rev: 08/2019

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account transactions
- Credit history and credit scores Income and employment information
- When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons WebBank chooses to share; and whether you can limit this sharing.

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

Questions? Call +1 (855) 808-5861 or go to www.dignifi.com



What we do	
How does WebBank protect my personal information?	, ,
How does WebBank collect my personal information?	 We collect your personal information, for example, when you apply for a loan or give us your income information tell us where to send the money or provide employment information show us your government-issued ID 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 nonaffiliates 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.
	WebBank does not share with our affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
	 WebBank does not share with nonaffiliates so they can market to you.
Joint	A formal agreement between nonaffiliated financial companies that together market financial
markeing	products or services to you.
	WebBank does not jointly market.

DigniFi and Plaid Technologies, Inc

Client uses Plaid Technologies, Inc. ("Plaid") to gather End User's data from financial institutions. By using our service, you grant Client and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy.

Other important information

Notice to Vermont Residents

- We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal
 information, financial information, credit report, or health information to nonaffiliated third parties to market to you,
 other than as permitted by Vermont law, unless you authorize us to make those disclosures.
- Additional information concerning our privacy policies can be found at www.dignifi.com or call +1 (855) 808-5861.

Notice to California Residents

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



AUTHORIZATION & CONSENT FOR ELECTRONIC DELIVERY OF DISCLOSURES

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

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

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

By consenting to electronic disclosures, you are:

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

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

Receive, access and retain electronic disclosures.

That you meet the hardware and software requirements listed below, including the ability to receive and read emails and log into https://app.dignifi.com.

Agree to download or print the disclosures for your records.

Acknowledge that you are providing your consent to receive electronic communications pursuant to the Electronic Signatures in Global and National Commerce Act and our intent is that this statute applies to the fullest extent possible.

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

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



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

E-statement Access.

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

For ExpressWay Credit Card customers: in order to access your E-statements electronically, you must log onto our website at https://app.dignifi.com. via the Internet, use your User ID and Password to access your account, and click on the "Statement History" link to obtain your E-statement. Each of your electronic disclosures and E-statements will remain accessible on our website for at least 6 months after we notify you of its availability. Following your enrollment in E-statements, you may begin viewing your billing statements online beginning with your next statement cycle.

Right to Receive Paper Statements and Other Records and Information.

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

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

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

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

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

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



<u>Accurate Email Address Required.</u> You must also maintain a valid and active e-mail address. If at any time your e- mail address changes you must notify us immediately. We will send you an email notification at your last email address of record when your E-statement is available. If we send you email notification and it is returned to us as undeliverable, we may attempt to contact you and ask that you update your email address.

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

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

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

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

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



Signature Record