



UPDATED – 06/15/2022

X1 Visa® Card

Issued by Coastal Community Bank, Member FDIC

Rates and Fees Table

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	14.25% – 21.25% This APR will vary with the market based on the Prime Rate.*
APR for Balance Transfers	14.25% – 21.25% This APR will vary with the market based on the Prime Rate.*
APR for Cash Advances	21.25% This APR will vary with the market based on the Prime Rate.*
Penalty APR and When It Applies	None.
Paying Interest	Your due date is at least 21 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 each month. We will begin charging interest on cash advances and balance transfers on the transaction date or the first day of the billing cycle in which the transaction is posted, whichever is later.

Minimum Interest Charge	None.
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 www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	None.
Transaction Fees	
Balance Transfers	2% of the amount of each transfer.
Cash Advance	2% of the amount of each cash advance.
Foreign Transactions	None.
Penalty Fees	
Overlimit	None.
Late Payment	None.
Returned Payment	\$10
Replacement Card Fee	\$25

How Will We Calculate Your Balance

We use a method called “Average Daily Balance (including new transactions).” See your Cardholder Agreement for more details.

Billing Rights

Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

*How We Calculate Variable Rates

We calculate variable APRs by adding a margin of 9.50% – 16.50% for Purchases and Balance Transfers and 16.50% for Cash Advances to the Prime Rate. The “Prime Rate” is the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal two business days (not weekends or federal holidays) before the first day of your billing cycle. The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied as of the first day of your next billing cycle after the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate.

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UPDATED – 03/07/2022

YOUR CARDHOLDER AGREEMENT INCLUDES AN ARBITRATION AGREEMENT. PLEASE SEE BELOW FOR DETAILS.

X1 VISA® CARDHOLDER AGREEMENT

This X1 Visa® Cardholder Agreement, together with your X1 Visa® Rates and Fees Table, Arbitration Agreement, Rewards Program Terms and credit card application (collectively, this “Agreement”) govern the use of The X1 Visa® Credit Card (“Card”) and related credit account (“Account”). All of the separate documents governing the Account, and any future changes we may make to this Agreement, are part of this Agreement. Please read this Agreement and retain a copy for your records. You accept this Agreement, and it becomes effective, if you do not cancel your Account within 30 days after receiving a Card. You also accept this Agreement if and when you (or a person authorized by you) make a transaction using the card. Your use of the Card is your consent to be bound by the terms of this Agreement.

The Card is issued by Coastal Community Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Coastal Community Bank is the creditor and Card issuer. As used in this Agreement, “we,” “us,” and “our” mean Coastal Community Bank, and any assignee of its rights. The words “you” and “your” mean

all persons responsible for complying with this Agreement, including the applicant, the cardholder, any guarantor and the person to whom we address Account statements.

Use of the Card and Account

You may use the Card to make transactions only for personal, family or household purposes from any person or establishment accepting the Card (each such transaction, a “Purchase”), to obtain cash advances from us or obtain cash or cash equivalents (each such transaction, a “Cash Advance”) and to take advantage of other features of the Card. Cash Advances include: (a) obtaining funds through an automated teller machine (ATM) or a financial institution; (b) purchasing a wire transfer, money order, foreign currency, travelers checks or stored value load, making a payment using a third party service or any other transaction that is a cash equivalent; (c) purchasing lottery tickets, casino gaming chips, race track wagers or similar betting transactions; or (d) engaging in any similar transaction. This card is not designed for business use.

If your account is eligible for balance transfers, you can find information on how to transfer balances to your Account in the X1 Card app or by visiting our website, www.x1.co.

You agree to use the Card and Account only for legal and lawful purposes. Neither the Card nor the Account may be used for the purpose of paying us on this or any other form of credit account you may have with us. If you do use your Card for any such purpose, you will be in default under this Agreement and we may block such transactions and/or terminate your Account, but you still will be liable to us for all charges relating to such transactions and all other transactions on your Account at the time it is closed.

Authorized Users

You may request that we issue an additional card to someone authorized by you to access and use your account (an “Authorized User”). We reserve the right to refuse to add any individual to your Account as an Authorized User in our sole discretion. If we approve, use of your Account by an Authorized User is subject to the terms of this Agreement. You must obtain permission from each Authorized User before naming him or her as an Authorized User on your Account and make a copy of this Agreement available to each Authorized User. You must notify us to remove an Authorized User from your Account. You are responsible for paying us for all charges incurred by each Authorized User or by others authorized by an Authorized User, including all fees and charges resulting therefrom, even if the post date shown on your statement for that transaction occurs after the date you ask us to remove the Authorized User from your Account.

You and any Authorized Users added by you will be considered a single “Account” for purposes of the X1 Rewards Program. Please see the Rewards Program Terms for more details.

By adding an Authorized User to your Account, you allow us to discuss your Account with an Authorized User. This includes giving them access to your Account information and history. You also agree that an Authorized User may use and receive information about the Account the same way you do. You agree to

give us certain personal information about each Authorized User. You must let each one know that you'll give us that information and you must have his or her permission to do so. You must have permission from each one to allow us to share information about him or her as allowed by applicable law. This includes information we may get from you, any Authorized User and others. It also includes information about their transactions on the Account.

We may report information about this Account to credit bureaus in the Authorized User's name that may appear on their credit report. This could include information about late payments, overlimit amounts, returned payments or other violations of this Agreement. You must let each Authorized User know that we may report Account information in his or her name.

Promise to Pay

You promise to pay us for all amounts charged to the Account, including all transactions, interest, fees and charges charged to your Account. You are obligated to repay us for all transactions made using your Card by an Authorized User or by other people you or an Authorized User have authorized to use the Card even if their use of the Card exceeds the authorization given to them.

Servicer

X1 Inc. ("X1"), along with its partners and service providers, is the servicer of your Card and Account. In that capacity, X1 may act on our behalf, perform our obligations, or enforce our rights under this Agreement.

Credit Limits

We will assign a maximum amount of credit to your account (your "Credit Limit"), and post it on your monthly billing statement. We may cancel, change or restrict your Credit Limit at any time. Each transaction is considered for approval on an individual basis, including those above the Credit Limit. We may not approve all transactions. At our discretion, and subject to applicable law, we may change your Credit Limit at any time without advance notice to you.

Cash Advance Limit

Your Account is subject to a Cash Advance limit of \$500 ("Cash Advance Limit"). This means we will not honor Cash Advance transactions that would cause the total amount of outstanding and unpaid Cash Advances to exceed \$500. See "Use of the Card and Account" above for a list of transaction types that will be considered Cash Advances. Your Cash Advance Limit may change from time to time, with or without notice, in our sole discretion. Any changes to your Cash Advance Limit will be visible in the X1 Card mobile app.

Payments

Minimum Payment. Your Account will be on a monthly billing cycle. Each billing cycle, you must pay at least the minimum payment amount by the payment due date shown on your billing statement ("Payment Due Date"). Your "Minimum Payment" for each billing cycle includes: (1) 1% of your balance (your new balance total except for any new interest charges) and (2) new interest charges. Your current Payment will not be less than \$25.00 or your outstanding balance, whichever is less. We round the payment amount up to the nearest dollar. Any new balance less than the Minimum Amount is payable in full.

If you make a payment greater than your Minimum Payment, this does not affect your obligation to make the Minimum Payment due on the next billing statement. Credits to your Account, such as from merchants, are generally not considered payments and will not reduce your Minimum Payment amount.

When Payments Are Due. We must receive at least the Minimum Payment due on your Account by the Payment Due Date of each billing period. Payments received after the Payment Due Date will be credited as of our next business day. The available credit on your Account may not reflect your payment for up to five (5) business days if we doubt the collectability of the payment or if we suspect fraudulent activity on your Account. Nonetheless, we will credit your payment to your Account as of the business day that we receive it.

We may accept late payments, partial payments, or any payments marked or specially designated as being payment in full or as being similarly in settlement of any dispute, without losing any of our rights under this Agreement or under the law to collect all amounts due and payable on your Account. Our acceptance of such payments does not mean we agree to change this Agreement in any way.

Payment Options. You can pay online through your online account or by setting up automatic payments. Your payment must be made in U.S. dollars with a telephonic or electronic payment authorization in U.S. dollars.

Payment Allocation. We will apply the required Minimum Payment to balances on your Account using any method we choose, in accordance with applicable laws and regulations. Although your Minimum Payment will be applied in any order at our discretion, payments in excess of the Minimum Payment will be applied to balances with the highest Annual Percentage Rate (APR) first and then to lower rate balances in descending order of APR.

Calculation of Finance Charge and Average Daily Balance

Daily Periodic Rates

The daily periodic rates for Purchases and Cash Advances are based on APR for Purchases and Cash Advances, respectively, which may be adjusted monthly. The current daily periodic rate for Purchases and Cash Advances on your Account is calculated by taking the applicable APR divided by 365 ("Daily Periodic Rate").

How We Calculate Interest.

We use the Average Daily Balance (“ADB”) method (including new transactions) to calculate interest on your Account. We calculate the interest charge for each type of balance on your Account by applying the Daily Periodic Rate to the ADB. Then, we multiply this amount by the number of days in the billing cycle.

$$\text{Interest charge} = \text{daily periodic rate} \times \text{ADB} \times \text{number of days in the billing cycle}.$$

The ADB for Purchases and Cash Advances are calculated separately, starting with the beginning balance on the first day of each billing cycle. The beginning balance on the first day of the billing cycle includes the following:

- The prior billing cycle’s ending balance, which includes any applicable unpaid fees posted to your Account in the prior billing cycle, and
- Any late payment fees posted in the current billing cycle that are related to a late payment in the prior billing cycle.

To get the ADB for each type of balance, we take the beginning balance each day and add any new transactions (including fees). Then, we subtract any payments or credits. Except for the first day of each billing cycle, we add interest equal to the previous day’s balance multiplied by the Daily Periodic Rate. (This means interest is compounded daily.) This gives us the daily balance. Any daily balance that is a credit balance will be treated as zero. Then, we add up all the daily balances for the billing cycle. We divide this amount by the number of days in the billing cycle. This gives us the ADB.

$$\text{ADB} = \text{sum of daily balances} \div \text{number of days in the Billing Cycle}.$$

When Interest Charges Begin

Your due date is at least 21 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 as shown on your billing statement each month. There is no grace period for Cash Advance or Balance Transfer transactions, and the interest charge begins to accrue from the date you obtained the Cash Advance or completed the Balance Transfer, or the first day of the billing period in which it is posted to your Account, whichever is later.

Preauthorized Recurring Merchant Transactions

You may authorize a merchant to automatically initiate a transaction on a recurring basis to your Account. Upon the issuance by us of a new Card with a new Account number or expiration date, you may be required to contact the merchant to provide such updated information in order to continue the recurring transactions. We may, but are not required to, provide updated information to the merchant at our discretion. It is your responsibility to contact the merchant if you want to cancel automatic billing.

Foreign Currency Transactions

If you make a transaction using your Account in a foreign currency (including, for example, online purchases from a merchant located outside of the U.S.), the transaction will be converted to U.S. dollars based on a rate selected by VISA U.S.A. Inc. (or any of its affiliates) from the range of rates available in wholesale currency markets for the applicable central processing date (which may vary from the rate VISA U.S.A. Inc. itself receives) or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used by VISA U.S.A. Inc. (or any of its affiliates) on the currency conversion date may differ from the exchange rate in effect on the day you made the transaction or on the day the transaction is posted to your Account.

Fees

We may charge certain fees in connection with your account and certain actions taken by you under the account, including but not limited to fees for Cash Advances, Balance Transfers, foreign transactions, late or returned monthly payments, lost cards or other circumstances. Any such fees, if they apply to your account, will be disclosed on the Rates and Fees Table.

Events of Default

Subject to applicable law, we may consider your Account in default at any time if: (1) you fail to pay at least the Minimum Payment by the Payment Due Date; (2) you attempt to engage in a transaction that exceeds the Credit Limit; (3) you make a payment that is returned unpaid to us for any reason; (4) you breach any term under this Agreement; (5) we determine that any statement made by you to us in connection with this Agreement or your credit card application was false or misleading; (6) you breach any terms under any other agreement that you have with us, X1 or with any of their affiliates; (7) you file for bankruptcy or some other insolvency proceeding is filed by or against you; (8) you are declared incompetent or mentally incapacitated, or in the event of your death; or (9) we have any reason to believe you may not be creditworthy.

Default Remedies

Upon your default and subject to any limitations or requirements of applicable law: (1) we may declare the entire amount you owe us immediately due and payable and/or suspend or cancel your Account privileges; and (2) you agree to pay all reasonable costs, including all court costs plus all reasonable attorneys' fees if we must refer your Account for collection to any attorney who is not our employee.

Entire Agreement

You acknowledge that this Agreement, as amended (which includes your Rates and Fees Table, Arbitration Agreement, Rewards Program Terms and credit card application) constitutes the entire agreement between you and us with respect to the Account and the Card, and supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communication or understanding between you and us concerning the Account or the Card.

Waiver

Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion, shall not constitute a waiver of such rights on any other occasion. We will not lose our rights under this Agreement because we delay in enforcing any of them.

Customer Privacy

Our privacy policy is provided separately in accordance with applicable law and can also be viewed online at www.x1.co.

Assignment

We may at any time and without notifying you, sell, transfer or otherwise assign your Account or any Account balances to any party at any time. You may not assign or transfer your Account or any of your rights and obligations under this Agreement. Any such assignment or transfer by you will be void.

Change of Terms

We may change the terms of this Agreement at any time, including any additions or deletions to the terms in this Agreement. These changes may apply to existing and future balances on your Account as of the effective date of the change to the extent permitted under applicable law. We will give you advance written notice of any change and a right to reject the change if required by law. We may require you to close your Account or take other actions if you reject the changes. Any change to any term of this Agreement will not excuse your obligation to pay all amounts owed under this Agreement.

Special Offers

At our option, we may make a special offer to you at any time. A special offer may apply for a limited period of time and may be extended to certain cardholders based on criteria that we may determine in our sole discretion. Each special offer will be governed by the terms of that offer and this Agreement. We will provide you the terms applicable to a special offer at the time we offer it to you. Special offer terms may temporarily modify certain terms of this Agreement for qualifying payments or transactions. All other terms of this Agreement remain unchanged. Any such special offer will not limit or affect any of our rights we have under this Agreement or applicable law.

Suspension/Revocation/Cancellation

Subject to applicable law, we may suspend, revoke or cancel your Account privileges, your right to use the Card, or deny any transaction, in our sole discretion at any time, with or without cause and with or without giving you notice. Any such actions on our part will not affect your obligation to pay us the outstanding balance, interest and fees under the terms of this Agreement. We are not liable for any refusal to honor your Card or Account, or for the retention of your Card by any person or entity. If we

revoke or cancel the Card, you must destroy the Card or return the Card to us at our request. If a merchant that accepts Cards asks you to surrender an expired or revoked Card, you must do so. You may not use a Card after it has expired or after it has been revoked or cancelled. You may cancel your Account at any time. If you ask us to cancel your Account but we believe you have continued to use your Account after the date of cancellation, we will consider such use as your request for reinstatement of your Account. We may then reinstate your Account.

Severability

Subject to the Arbitration Agreement: (1) if any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law; and (2) if any part of this Agreement is determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

Events Outside of Our Control

We do not guarantee that you will always be able to make Purchases with your Card or your Card will always be accepted when you attempt to use it. We are not responsible and will not be liable for any Card or other failures resulting from events outside of our reasonable control.

Communications

To the extent permitted by applicable law, you agree that we have your express written permission and consent authorizing us, our affiliates, servicer, agents, assigns, marketing associates and service providers (collectively, the “Messaging Parties”) to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide you with information about this Agreement or your Account, including, but not limited to information about upcoming Payment Due Dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers, email addresses, or mailing addresses you supply to any of the Messaging Parties or that we obtain through any legal means. You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties.

Credit Reports

You understand and agree that we may obtain a consumer credit report in connection with your request for credit and in connection with any updates, renewals or extensions of any credit as a result of your

request. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You understand and agree that we may obtain a consumer credit report in connection with the review or collection of any transaction on your Account or for other legitimate purposes related to such transactions. California Residents – you agree to waive your right to keep confidential from us information under Section 1808.21 of the California Vehicle Code.

Information Reporting

We may report information about your Account to other creditors, other financial institutions and credit bureaus. Late payments, missed payments, returned payments, or other defaults on your Account may be reflected in your credit report as well in the credit report of any Authorized User you add to your Account.

Inaccurate Information

You have the right to dispute the accuracy of information we have reported. If you think any information about your Account that we have reported to a credit bureau is incorrect, you can notify us by calling us at [\(650\) 514-5504](tel:6505145504) or writing to us at the Notice Address provided below, Attn: Credit Reporting. Include your name, address, Account number, telephone number and a brief description of the issue. If available, please include a copy of the credit report in question. We will research your issue and will let you know if we agree or disagree with you. If we agree with you, we will contact the consumer reporting agency we reported to and request a correction. Notices and Change in Information: You must send any notices to X1, 548 Market Street, Suite 30684, San Francisco, CA 94104, Attn: Notice ("Notice Address"). To the extent permitted under applicable law, any notice you send us will not be effective until we receive it and have had a reasonable opportunity to act on such notice. Any written or electronic correspondence we send to you will, however, be effective and deemed delivered when mailed to you at your mailing address or your email address if you have authorized electronic communications, in each case as it appears on our records. You must notify us of any changes to your name, mailing or email address, cell phone or home telephone number within 15 days of such change. You can notify us by calling us at [\(650\) 514-5504](tel:6505145504) or by writing to X1 at the Notice Address provided above, Attn: Change of Info. All bankruptcy notices and related correspondence to us may be sent to us at X1 at the Notice Address provided above, Attn: Bankruptcy Notice.

Identity Theft

If you believe that you have been the victim of identity theft in connection with your Account, contact us at via text message at [\(650\) 514-5504](tel:6505145504) or via email at support@x1.co to request an Identity Theft Affidavit. If a police report was filed, please submit it with the written statement in the form we provide you alleging that you are the victim of identity theft for a specific debt. Once we receive your documentation, we will cease debt collection activity until we have reviewed the materials, determined that the debt is still collectible, complied with all obligations described in the Billing Rights Notice below and sent you a written notice describing the basis for our determination.

Lost or Stolen Card

You agree to promptly notify us if you believe that your Card has been lost or stolen or that someone has used or may use your Card or Account without your permission. You agree to assist us in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of your Card or Account and to comply with such procedures as we may reasonably require in connection with our investigation, including the filing of one or more reports with the appropriate law enforcement authorities. Subject to applicable law, you acknowledge and agree that we may terminate our investigation if you fail to provide us with any such assistance or to comply with such procedures, and we otherwise have no knowledge of facts confirming the unauthorized use of your Card or Account. In such circumstances, we will deem any such use as having been authorized by you and you will be liable for the amount of any transactions plus interest charges and fees incurred with any such use.

Military Lending Act Notice

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). If you are covered by the Military Lending Act, (i) then you are not bound by the Arbitration Agreement below, and (ii) notwithstanding anything to the contrary in this Agreement, to the extent required by the Military Lending Act, nothing in this agreement will be deemed a waiver of the right to legal recourse under any otherwise applicable provision of state or federal law. To receive this information verbally or for questions, please call [\(855\) 903-1179](tel:8559031179).

Governing Law

Except as provided in the Arbitration Agreement below, this Agreement and your Account are governed by federal law and, to the extent state law applies, the laws of Washington without regard to its conflicts of law principles. Inadvertent Overcharges: It is not our intention to charge any interest charges, fees or other amounts in excess of those permitted by applicable law or this Agreement. If any interest charge, fee or other amount is finally determined to be in excess of that permitted by applicable law or this Agreement, the excess amount will be credited to your Account or refunded to you.

Collection Proceedings

To the extent permitted by applicable law, you agree that, in any collection proceeding by us, our servicer, or a direct or indirect purchaser of your indebtedness to us, unless you provide affirmative evidence, sufficient to the finder of fact, that our business records are incorrect, the records we maintain

in the ordinary course of business, including monthly statements and/or summaries of information in our computer records, certified by any custodian of our records as accurate reflections of statements or information in our business records, provide adequate proof of the amounts due hereunder.

Headings

The section captions of this Agreement are inserted only for convenience and are in no way to be construed as substantive parts of this Agreement.

ARBITRATION AGREEMENT

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION AT EITHER PARTY'S REQUEST. UNLESS YOU PROMPTLY REJECT IT, THE ARBITRATION AGREEMENT WILL HAVE A SUBSTANTIAL AFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate

Maintaining good relationships with our customers is very important to us. We ask that you contact us immediately if you have a problem with your Account or a service we provide. Often a telephone call to us resolves the matter quickly and amicably. However, if you and we are unable to resolve our differences informally, you agree by opening or maintaining an Account with us, that if any dispute between you and us arises regardless of when it occurs, it will be settled using the following procedures: YOU AND WE AGREE AND UNDERSTAND THAT (1) YOU AND WE ARE GIVING UP THE RIGHT TO TRIAL BY JURY AND (2) THIS SECTION PRECLUDES YOU AND US FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. In addition, your agreement to arbitrate and waive trial by jury shall be applicable to parties acting on our behalf, including agents or independent contractors who collect your account on our behalf or purchase your account. This Arbitration Agreement is governed by the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1 et seq., and not by any state arbitration law. Except as set forth below, the parties agree to arbitrate any dispute or controversy concerning your Account or related products or services. Either party may request that the matter be submitted to arbitration.

Claim

A "Claim" is any unresolved claim, dispute or controversy between you and us, whether past, present or future, arising out of or related to this Agreement, your Account, products or services governed by this

Agreement or the relationships resulting from this Agreement or your Account. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). Solely for purposes of this Arbitration Agreement, the terms "we," "us" and "our" also include any person or entity named as a co-defendant with us in a Claim asserted by you. Notwithstanding the foregoing, individual actions brought in small claims court (or your state's equivalent court) are eligible for arbitration; however, if the action is transferred, removed, or appealed to a different court, it shall be eligible for arbitration at either party's request.

Commencing an Arbitration

The party electing arbitration must notify the other of such election. This notice may be given before or after a lawsuit has been filed concerning the Claim or with respect to other Claims brought later in the lawsuit, and it may be given by papers filed in the lawsuit such as a motion to compel arbitration. If you elect arbitration you must notify us in writing at X1, 548 Market Street, Suite 30684, San Francisco, CA 94104, Attn: Arbitration. If we elect arbitration we will notify you in writing at your last known address on file.

Binding Arbitration

Binding arbitration is a means of having an independent third party (the arbitrator) resolve a dispute without using the court system, judges or juries. Either you or we can request binding arbitration. Each arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association (AAA), according to the Consumer Arbitration Rules of the AAA. A single arbitrator shall be appointed. If you have a question about the AAA, you can contact them as follows: American Arbitration Association, 1633 Broadway 10th Floor, New York, NY 10019, [1 \(800\) 778-7879](tel:18007787879), www.adr.org. If the AAA is unable to serve as administrator and you and we cannot agree on a replacement, a court with jurisdiction will select the administrator or arbitrator, provided that no company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in this Arbitration Agreement.

Powers and Qualifications of Arbitrators and Arbitration Procedures

All arbitrators will be required to be practicing attorneys or retired judges and will be required to be experienced and knowledgeable in the substantive laws applicable to the subject matter of the dispute. Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot obtain a waiver of the AAA's or arbitrator's filing, administrative, hearing and/or other fees, we will consider in good faith any request by you for us to bear such fees. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. The

arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator's award 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.

Class Action Waiver

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 AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER. The arbitrator shall have no authority to conduct any class, private attorney general or other representative proceeding, and shall award declaratory or injunctive relief only in favor of the party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. 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.

Rights Preserved

This Arbitration Agreement and the exercise of any of the rights you and we have under this Agreement, does not stop you or us from exercising any lawful rights either of us has to use other available remedies; to comply with legal process; to obtain provisional remedies such as injunctive relief, attachment or garnishment by a court of appropriate jurisdiction; or to bring an individual action in court that is limited to preventing the other party from using or obtaining any provisional or self-help remedies and that does not involve a request for damages or monetary relief.

In California

If an action or proceeding is initiated before any court in California and neither you nor we request that the dispute be submitted to arbitration, then, upon motion by either you or us, the dispute shall be heard by an active attorney or a retired judge selected by the American Arbitration Association (AAA) who is then appointed by the court in which the action commenced, according to the reference provision of the California Code of Civil Procedure, Section 638 et seq. This reference process is not subject to a trial by jury; the trial is conducted before the active attorney or retired judge under California law.

Enforcement

You or we may bring an action, including a summary or expedited motion, to compel arbitration of Claims subject to arbitration, or to stay the litigation of any Claims pending arbitration, in any court

having jurisdiction. Such action may be brought at any time, even if such claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Any dispute concerning the validity or enforceability of this Arbitration Agreement must be decided by a court; any dispute concerning the validity or enforceability of the Agreement as a whole is for the arbitrator. Failure or forbearance to enforce this Arbitration Agreement at any particular time or in connection with any particular Claims will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any additional or different agreement between you and us regarding arbitration must be in writing. If either you or we fail to submit to binding arbitration following a lawful demand, the party who fails to submit bears all costs and expenses incurred by the party compelling arbitration.

Survival and Severability of Terms

This Arbitration Agreement shall survive: (1) termination or changes in the Agreement, the Account, or the relationship between you and us concerning the Account; (2) the bankruptcy of any party; and (3) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity. If any portion of this Arbitration Agreement (except for the Class Action Waiver set forth above) is deemed invalid or unenforceable, the remaining provisions of the Arbitration Agreement shall remain in force. No portion of this Arbitration Agreement may be amended or waived absent a written agreement between you and us.

RIGHT TO REJECT

You may reject this Arbitration Agreement by mailing a signed rejection notice to X1, 548 Market Street, Suite 30684, San Francisco, CA 94104, Attn: Arbitration Rejection Notice, within thirty (30) calendar days after your Account is opened. Any rejection notice must include your name, address, email address, telephone number and Account number. This is the only manner you can reject this section. If you do that, only a court may be used to resolve any Claim. If you reject this Arbitration Agreement, that will not affect any other provision of the Agreement.

STATE NOTICES

All Accounts, including California and Utah Residents

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

California

A married applicant may apply for a separate account. After approval, each applicant shall have the right to use this account to the extent of the credit limit set by the creditor and each applicant may be liable for the amount extended under this account to any joint applicant. As required by law, you are hereby

notified that a negative credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Delaware

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

Ohio

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Wisconsin

Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision. Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse is also a Wisconsin resident. Please provide this information to us at X1, 548 Market Street, Suite 30684, San Francisco, CA 94104.

YOUR BILLING RIGHTS

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: X1 Inc., 548 Market Street, Suite 30684, San Francisco, CA 94104, Attn: Billing Dispute. You also may send an email to support@x1.co, the subject line "DISPUTE".

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 automatic payment is scheduled, if you want to stop payment on the amount you think is wrong.

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

What Will Happen After We Receive Your Letter.

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

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

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

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

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

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees.

We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within ten (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 made to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: X1 Inc., 548 Market Street, Suite 30684, San Francisco, CA 94104.

While we investigate, the same rules apply to the disputed amount as discussed above under the section entitled “While we investigate whether or not there has been an error.” 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.

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UPDATED – 03/07/2022

X1 Card Rewards Program Rules

Your X1 Account (“Account”) will earn rewards Points based on your purchases and aggregate spending, as well as other limited-time and promotional offers, as explained below (the “Rewards Program”). X1 may change or discontinue the Rewards Program at any time for any reason, with or without notice, except as otherwise expressly indicated. X1 isn’t responsible for products and services offered by other companies, including Rewards Partners.

How Do You Earn Points?

At any given time, your purchases on your X1 Account will earn rewards points ("Points") in one of the rewards multiplier tiers ("Tiers") described below:

Standard 2x Points

You will earn two (2) Points for each dollar of purchases posted to your X1 Account ("Eligible Purchases"), subject to "What Happens If Your Account Is Delinquent?" below. You can check your rewards Points balance at any time using the X1 Card mobile application (the "X1 App").

The following transactions are not purchases and will not earn rewards Points: balance transfers, cash advances, checks that access your X1 Account, items returned for credit, disputed or unauthorized purchases, fraudulent transactions, traveler's checks, foreign currency purchases, money orders, wire transfers (and similar cash-like transactions), lottery tickets and gaming chips (and similar betting transactions), loads or reloads of balances on gift cards or prepaid cards or cash equivalents, person-to-person payments, X1 Account fees and charges (such as finance charges), and fees for services or programs you elect to receive through us.

3x Annual Spend Bonus

X1 will measure the total dollar amount of your Eligible Purchases for each 1-year period beginning on the date your X1 Account is activated, and each year thereafter. These 1-year periods are referred to as "Account Years," and run from and including each anniversary of your X1 Account activation, to but excluding the following anniversary. If your Eligible Purchases for any Account Year equal or exceed \$15,000 (the "Spending Target"), you will earn three (3) Points for each dollar of Eligible Purchases during that Account Year, instead of the standard two (2) Points. On each anniversary of your X1 Account activation, the next Account Year will begin and your progress to \$15,000 resets.

For Example

Your X1 Account is opened on June 13. Your "Account Year" runs from June 13 through the following June 12. From June 13, 2021 through June 1, 2022, you make \$14,000 in Eligible Purchases. You have earned 2x Points (28,000 Points) on those purchases. On June 2, 2022, you make a \$1,000 purchase, making \$15,000 in Eligible Purchases for that Account Year. You earn:

- One (1) additional Point per dollar on the \$14,000 previously spent through June 1, 2022 (for a total of 3x Points on those purchases);
- Three (3) Points per dollar on the \$1,000 purchase on June 2, 2022; and
- Three (3) Points per dollar on all future purchases through the end of June 12, 2022.

4x Referral Bonus

From time to time through the X1 App, you will see an option to invite friends, family and colleagues to apply for an X1 Card Account. If someone accepts your in-app invitation to apply for an X1 Card Account using your invite (an “Invitee”), is approved for an X1 Card and activates their X1 Account, you will earn four (4) Points for each dollar of Eligible Purchases for 30 days (beginning on the date the Invitee activates their X1 Account), instead of the otherwise applicable rewards rate. The Invitee will also earn four (4) Points for each dollar of Eligible Purchases for the first 30 days their X1 Account is open, instead of the otherwise applicable rewards rate.

Please note the following regarding the 4x Referral Bonus:

- The 4x Referral Bonus is only available to X1 cardholders whose accounts are not delinquent.
- The 4x Referral Bonus will only be available to the extent you have invites available for use in the X1 App. X1 may limit the number of invites available to you at any given time.
- Invitees must be legal residents of the fifty (50) United States and the District of Columbia, and must be approved for an X1 Account under our standard credit approval process.
- The 4x Referral Bonus is only applicable for Invitees that have never had an X1 Account and who have never been issued a X1 Card as an additional cardholder.
- Applications for an X1 Account may be subject to a waitlist, and X1 reserves the right to place Invitee applications in queue with other waitlist participants in its sole discretion.
- X1 will not share with you, and you have no right to request, information about the status of any Invitee’s application or Account.
- 4x Referral Bonuses may not overlap. If you refer two Invitees within the same 30-day period, you will earn two consecutive 30-day 4x Referral Bonus periods (for a total of 60 days), and so on.

Boosts

From time to time through the X1 App, you may see the option to implement limited-time or limited-use “Boosts” for certain transaction categories. These Boosts will enable you to earn Points at a higher rate for transactions at specific merchant categories (e.g. food-delivery app purchases) or for other purchase or account activity. Boosts may only be available for a limited number of uses, a limited time, or both. Boosts may be added, removed or changed in the X1 App with or without notice.

To determine whether a particular transaction is eligible for a Boost, we use the merchant code returned by the card processor. Merchants who accept Visa credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into categories for purposes of making rewards offers to you. We make every effort to include all relevant merchant codes in our rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won’t qualify for rewards offers on purchases in that category. In addition, purchases submitted by you or the merchant through third-party payment accounts, mobile or

wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a rewards category if the technology is not set up to process the purchase in that rewards category.

Limitations

Rewards Tiers are non-cumulative. If more than one Tier multiplier is in effect when a particular purchase is made (e.g. 3x Annual Spend Bonus and 4x Referral Bonus), only the highest applicable Tier will be applied to that purchase.

All spending, transactions, redemptions and other activity by you or your Authorized Users is consolidated under your Account. If you have added an Authorized User to your Account, either you or you Authorized User may accrue Points through spending, utilize Boosts, redeem Points and take other actions under the Rewards Program on your Account.

Can You Lose (or Stop Accruing) Points?

If you fail to make a Minimum Payment Due by the first day of your next Billing Period, X1 reserves the right to rescind Points for purchases posted to your X1 Account during the billing cycle in which you failed to pay the Minimum Payment Due and to stop points accrual for future purchases until you become current. To keep the points you've earned and keep accruing points on future purchases, you must pay at least the Minimum Payment Due shown on your billing statement by the first day of your next Billing Period.

In addition, X1 reserves the right to temporarily suspend your ability to earn or use Points, take away any Points in your account, cancel your Points account or cancel your X1 Card altogether if X1 determines in its sole judgment that you engaged in abuse, misuse or gaming in connection with earning or using points or that you may attempt to do so, for example:

- by buying or selling points,
- by selling, or participating in the sale or exchange of, gift cards, travel or other items of value obtained through use of points,
- by repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating rewards, or
- by manufacturing spend for the purpose of generating rewards.

If you lose your Points as a result of the behavior above, those points will not be reinstated unless X1 determines, in its sole discretion, that it has made an error.

How Do You Redeem Points?

Redeeming Points for Eligible Purchases

Your Points may be converted and applied to purchases you make from our Rewards Partners. You can find a list of our Rewards Partners at www.x1.co. X1 reserves the right to add or remove merchants to or from the list of Rewards Partners at any time in its sole discretion. Unless otherwise noted in the X1 App, each Point will be worth \$0.01 in statement credit, i.e., 100 Points = \$1 in statement credit. Points values for other redemption options (e.g. cash back) may be less than this. To redeem Points, you must have downloaded and installed the latest version of the X1 App on your mobile device, then take the following steps:

- Open the X1 App and go to the Rewards tab.
- Select “Redeem” to see a list of eligible purchases from Rewards Partners that can be paid off with your Points
- Choose an eligible Rewards Partner transaction and select “Pay Off”.
- You must have enough Points available to redeem against the entire transaction amount (partial redemptions are not accepted).
- The amount you paid with Points will be applied to the selected transaction as a statement credit and will reduce the outstanding balance on your account.

Redeeming Points for Cash Back Statement Credit

Your Points may also be converted and applied as a general statement credit that is not limited to purchases from Rewards Partners. If this option is available to you, you will see the option to “Get Cash Back” under the Rewards tab of the X1 App. To redeem Points for statement credits, you must have downloaded and installed the latest version of the X1 App on your mobile device, then take the following steps:

- Open the X1 App and go to the Rewards tab.
- Select “Redeem,” then select the “Get Cash Back” tab, if available, to see the cash back value for your Points. This value may be less than the value of Points used to pay off purchases from Rewards Partners.
- Select “Get Cash Back” to redeem all of your outstanding Points for statement credit.

Important Redemption Information

Redemptions of your X1 Points are subject to some important limitations and other terms you should know:

- To redeem points for eligible purchases, purchase transactions must have been made directly from Rewards Partners; transactions with third-party sellers (e.g. Amazon) are not eligible.
- Statement credits from Points redemptions will not directly be applied to your Minimum Payment Due; you are still responsible for making the Minimum Payment Due set forth on your Monthly Statement on your Payment Due Date.
- Only you may redeem Points, they are not transferable or assignable to other X1 cardholders.

- Points have no cash value until you redeem them for eligible purchases from Rewards Partners or for cash back statement credit. You have no property rights or other legal interest in your Points.
- You are responsible for any taxes that may be due on cash rewards redemptions.

What Happens If Your Account Is Closed?

If we or you close your X1 Account, you will no longer be able to earn or redeem your Points and you will forfeit any accumulated Points or potential statement credits.

Can the X1 Rewards Program Be Changed or Ended?

We may revise any of these Rewards Program Rules at any time with or without notice. In addition, we may terminate the X1 Card Reward Program with 30 days prior written notice. If we terminate the program, you will only have 90 days to redeem your Points.