# **Envelope Money Visa Credit Card Agreement**

This Envelope Money Visa Credit Card Agreement (this "Agreement") constitutes a legal agreement between CBW Bank, Member FDIC ("Bank" and, together with Bank's successors and assigns, "We", "Us" and "Our") and the individual ("You" or "Your") that applied and qualified for the Envelope Money Visa® Credit Card ("Card").

Please read through this Agreement for eligibility, fee, and other important information and keep a copy of this Agreement for your records. The Card is offered and issued by Bank, and is distributed and serviced by Solid Financial Technologies, Inc. ("Program Manager") on our behalf, directly or in cooperation with Envelope Money, your Channel Partner.

BY APPLYING FOR A CARD, EXECUTING THIS AGREEMENT, OR ACTIVATING A CARD, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. PLEASE VISIT WWW.ENVELOPEMONEY.COM/DISCLOSURES TO VIEW, PRINT, AND SAVE THESE TERMS.

## I. Truth In Lending Disclosures

Interest Rates and Interest Charges		
Туре	Interest Rate or Fee	
Annual Percentage Rate (APR) for Purchases and Cash Advances	[0.0%]	
Penalty APR and When it Applies	[0.0%]	
	This APR (the Penalty APR) may be applied to your account if you do not pay the minimum payment when due, make a late payment, or your payment is returned and you fail to make a successful payment by the Due Date. Your entire past due balance will be subject to the Penalty APR.	
	How Long Will the Penalty APR Apply?: If your APR is increased for any of these reasons, the Penalty APR will apply until you make all your required payments and you have no amount past due.	
How to Avoid Paying Interest	Your Due Date is at least 21 days after the close of each Cycle. We will not charge you interest on purchases or cash advances if you pay your entire balance by the Due Date each month.	
Minimum Interest Charge	None	
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about the 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	
Туре	Fee
Set-up and Maintenance Fees	\$0.00 per physical card with a magnetic stripe and EMV chip. Additional service fees may apply depending on type of postage.
Replacement Card Fee	\$5.00 per physical card with a magnetic stripe and EMV chip. Additional service fees may apply depending on type of postage.
<ul><li>Transaction Fees</li><li>Cash Advance</li><li>Cross-border Fee</li></ul>	[\$2.00]  1.00% of the Transaction Amount + \$0.30. Applied where You make a purchase in a country other than the United States.
Foreign exchange Fee	1.00% of the Transaction Amount.  Applied where funds are converted from one currency to another. This calculation is made on the converted amount.
Late Payment	\$15 per occurrence
Returned Payment	\$15 per occurrence
Cash Advance Fee (Out of Network ATM Withdrawals)*	Transactions at MoneyPass® ATMs are \$2.

<sup>\*</sup>If you use an ATM that is not a MoneyPass ATM for any transaction, including a Cash Advance or balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a transaction. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card Account.

**How We Will Calculate Your Balance**: We use a method called "average daily balance (including new purchases)." See below for more details.

#### II. Overview

#### A. Definitions

"Access Credentials" means your username, password, and any other credentials provided to you for accessing your Card Account through a Channel Partner's app or website.

"Authorized User" means any person you authorize to use a Card to make purchases and other transactions.

"Card Account" means the credit account maintained with Bank through which you may receive one or more Cards and includes records of (i) your Card transaction history; (ii) your Credit Limit, Spending Limit, and Available Credit; and (iii) any fees, interest, and other payments you owe.

"Channel Partner" means an entity that Bank and Program Manager have authorized to offer you access to your Card Account through that entity's products or services and which performs certain customer service functions.

"Collateral Account" means the deposit account you have authorized to be opened pursuant to this Agreement, that you have, by entering into this Agreement, granted to Bank to secure your obligations under this Agreement, including any funds deposited therein, now or in the future, as well as additions to, substitutions, or renewals of the Collateral Account.

"Cycle" means the time period that ends on a statement closing date determined by us and begins on the day after the closing date of the previously billing period. Each monthly statement reflects a single billing cycle.

"Deposit Account" means a deposit account you own and that will be used to pay amounts owed under this Agreement.

# **B. Program Manager**

As Bank's service provider and program manager, Program Manager will facilitate your access to and use of your Card Account, directly or through a Channel Partner, and will perform certain software, account management, and processing services on our behalf.

All communications regarding your Card Account will be communicated to you, on our behalf by the Program Manager, either directly or through your Channel Partner.

#### C. Billing Rights

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

#### D. Secured Credit (Charge) Card Account

Your Card is secured by the Collateral Account established in connection with this Agreement and that is required for you to have a Card Account and Card. Funds from your Collateral Account will be used to pay down your balance on your Card. The Collateral Account is a non-interest bearing account established at Bank.

You may never spend more than the amount you have in your Collateral Account with your Card. We refer to this limit as the Spending Limit. Your Card is also subject to a maximum Credit Limit. See Section IV.A.2 for more information. Your obligation to pay us back for all Card transactions is secured by your Collateral Account. If you do not pay us back for any amount you owe us when your payments are due, we may exercise our interest and debit your Collateral Account and you

can lose the money in your Collateral Account. See the Security Agreement section for more information. You are responsible for all activity conducted on your Card.

# E. The Card and associated Card Account Are Only Available Electronically

This Card and the Card Account are only available electronically. By applying for the Card and Card Account you agree to receive all disclosures electronically. See the Envelope Money Electronic Communications Consent agreement. If you do not have the systems needed to receive disclosures electronically, you are not eligible to receive a Card Account and Card.

## F. Negative Credit Reports

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.

#### G. State Disclosures

**California Residents:** After credit approval, each applicant shall have the right to use the Card up to the limit of the account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

**Kentucky Residents:** You may pay the unpaid balance of your Card in whole or in part at any time.

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

**New York, Rhode Island and Vermont Residents:** We may obtain a consumer credit report for any legitimate purpose in connection with your Card or your application, including but not limited to reviewing, modifying, renewing and collecting on your Card. Upon your request, we will inform you of the names and addresses of any credit reporting agencies that have furnished the reports.

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

**Married Wisconsin Residents:** If you are married, by submitting your Card application you are confirming that this Card obligation is being incurred in the interest of your marriage and your family. No provision of a marital property agreement, unilateral statement under Section 766.59 of the Wisconsin Statutes, or court order under Section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. If the 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.

# H. Military Annual Percentage Rate Disclosures

Federal law provides important protections to active-duty 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 an Envelope Money Card account). For more information contact Program Manager or you Channel Partner at Envelope Money.

## **III. Security Agreement**

This Section III (the "Security Agreement") sets forth the terms governing the Collateral Account and security interest in the Collateral Account you grant us to secure your obligations under this Agreement.

## A. Our Security Interest in Your Collateral Account

You hereby assign, transfer, pledge, grant a security interest in, and set over to us, as of the date you enter into this Agreement, all right, title and interest in the Collateral Account, to secure your performance under this Agreement, including your duty to pay us for all obligations you owe us under this Agreement, present or hereinafter occurring, when payments are due, for every transaction made with your Cards (the "Security Interest").

## B. Our Right to Exercise the Security Interest

You acknowledge and agree the Security Interest gives us the right to (i) redeem, collect, and withdraw any part or the full amount of the Collateral Account upon any default under this Agreement or in the event your Card Account is terminated or closed for any reason; (ii) exclusive control over the Collateral Account, including the right to limit any withdrawals from the Collateral Account while it secures your Card Account. You must take any action we request to perfect or protect our first lien position Security Interest in the Collateral Account. You waive the benefit of any homestead or other exemptions in the Collateral. The Security Interest will be governed by Uniform Commercial Code - Article 9 (as adopted by the applicable state law) whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds in your Collateral Account or its proceeds to satisfy your obligations.

In addition, you grant us a right of setoff to your Collateral Account to secure all amounts you owe us under this Agreement. This right of setoff does not apply to your Collateral Account if prohibited by law. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff or Security Interest.

#### C. What Happens When You Spend Money

When you make a transaction on a Card, an equivalent amount of funds in the Collateral Account will be classified as Spent Money. When you make a payment on your Card, an amount of the Spent Money equal to the amount of the payment will no longer be classified as Spent Money. You authorize us to limit your ability to withdraw or transfer all or part of the funds in your Collateral Account, up to the amount of funds classified as Spent Money, as reasonably necessary to ensure that your Card Account Balance (defined below in Section IV.A.2) and total of other transactions on your Collateral Account do not exceed the Available Balance (defined below in Section IV.A.2) in your Collateral Account at any given time, and to preserve our rights under this Security Agreement.

# D. YOU MAY LOSE FUNDS IN YOUR COLLATERAL ACCOUNT

If you are in default of any obligation under this Agreement, or your Collateral Account is closed for any reason, you authorize us to withdraw funds from your Collateral Account and apply such amounts to the balance you owe us without sending you notice or demand for payment. We may do this in addition to the other rights we have under law or this Agreement. The application of your funds to the balance you owe under this Agreement will not affect your obligation to pay us any remaining balance in full. You are responsible for the repayment of all amounts you owe us under this Agreement.

#### E. Legal Proceedings

You represent that (a) there are no current lawsuits or bankruptcy proceedings that might affect our interest in your Collateral Account; and (b) you have not and will not attempt to transfer any interest in your Collateral Account to any other person or offer your Collateral Account as collateral or security for any other obligation. If any person seeks to attach your Collateral Account, for example by legal garnishment, you agree that we may deem all amounts you owe us, including any unpaid Card Account Balance (defined below in Section IV.A.2), immediately payable and apply the funds in your Collateral Account as payment of those amounts. If we must hire an attorney to defend or enforce our rights under the Security Agreement, you will pay our reasonable attorneys' fees and court costs, unless prohibited by law.

## F. Return of Security

We will return any funds remaining in your Collateral Account (i) if your Card Account is closed or terminated for any reason, after applying the balance of the Collateral Account to any outstanding amounts you owe under this Agreement; or (ii) if you are approved to upgrade your Card Account to an unsecured credit card product. In each case, this process may take up to two Cycles plus ten days. We will return any funds remaining in your Collateral Account by check to your most recent address in our records.

#### **IV. Card Terms**

**A.** The Card is a credit card. It is not a debit card, and you do not access the money in your Collateral Account when you use a Card. All credit we extend to you is secured by your Collateral Account. If you do not pay us back for transactions you make with your Card(s) when your payments are due, we may exercise our Security Interest and withdraw the amount you owe us from your Collateral Account. You can lose the money in your Collateral Account. Refer to the Security Agreement Section III for more information.

#### 1. Your Card

The following rules apply to your use of a Card

- You must sign the Card when you receive it
- You must return the Card to us or destroy it if we ask you to.
- You must take reasonable action to prevent the unauthorized use of your Card.
- We are not responsible for any losses you incur if anyone refuses to accept your Card for any reason.
- We may decline to authorize a transaction for any reason.
- We are not responsible for any losses you incur if we do not authorize a transaction.
- You must not use, or try to use, the Card for any illegal activity.
- You will only use your Card for personal use, not business purposes.
- We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

## 2. Credit Limit and Available Credit

- Credit Limit. We will assign a Credit Limit to your Card Account. A Credit Limit is the maximum amount of credit we may extend to you when you use your Card(s).
- Card Account Balance: Your Card Account Balance means the total outstanding unpaid balance you owe on your Cards. Your Card Account Balance increases as you make purchases and other transactions with your Cards. Your Card Account Balance may never be greater than your Credit Limit. You are responsible for keeping track of your Card Account Balance.
- Spending Limit. All transactions on your Card(s) are subject to the applicable Spending Limit, which is equal to your Available Balance minus Spent Money.
- Available Credit. Your Available Credit is the amount of credit that is available for you to make transactions with your Card(s) at any given time. Your Available Credit is equal to the Available Balance in your Collateral Account, minus Spent Money, up to your Credit Limit.
- Rules. You can use the App or email us at hello@envelopemoney.com to view your Card Account Balance, Spending Limit, and Available Credit at any time. While we do our best to provide the most up-to-date information about your Card Account, there may be some delay in reflecting new transactions, and we cannot guarantee that the accuracy of this information in the App and by phone. You are responsible for keeping track of your Card Account Balance, Spending Limit, and Available Credit. Our general practice is to decline transactions that will cause you to exceed your Credit Limit, Spending Limit or Available Credit. If we do honor these transactions, you are responsible for paying us back in full immediately, and these limits will not increase. We may increase or decrease your Credit Limit at any time, in our sole discretion. We are not required to extend credit up to your maximum Credit Limit, if it would cause you to exceed your Available Credit or your Spending Limit.

### 3. Application Review

- **Application**. To establish a Card Account, you must submit a complete application through Program Manager or a Channel Partner (if applicable).
- Third-Party Reports. You authorize us, Program Manager, and Channel Partner (if any) to obtain information about you from third parties, including one or more consumer reports from a consumer reporting agency, for the purpose of verifying your identity and determining your creditworthiness, and you hereby authorize and direct such third parties to compile and provide such information to us, Program Manager, and any Channel Partner. We, Program Manager, and any Channel Partner may periodically update any information about you as part of our underwriting criteria and risk-analysis procedures.
- Identity Verification Disclosure:

# IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ISSUING ACCOUNT

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN

ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU APPLY FOR A CARD ACCOUNT THE PROGRAM MANAGER WILL ASK FOR YOUR NAME, DATE OF BIRTH, ADDRESS, AND TAXPAYER IDENTIFICATION NUMBER TO ALLOW US TO IDENTIFY YOU. WE OR THE PROGRAM MANAGER MAY ALSO ASK TO SEE A COPY OF YOUR DRIVER'S LICENSE OR OTHER IDENTIFICATION DOCUMENTS.

## **B.** Using Your Card

- 1. Personal Use Only. You agree that the Card will be used primarily for personal, family and household purposes only and not for business use. You may not use the Card for illegal gambling or any other illegal transaction. We reserve the right to cancel, close or restrict use of the Card, including by refusing the processing of any transaction, if we believe you have violated this Agreement or any applicable law.
- 2. Point of Sale Purchases. You may use your Card to make purchases at points-of-sale.
- **3. Using a PIN.** We may give you a personal identification number (PIN). For security reasons, you may have to provide the PIN before you are able to use your Card. Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe the confidentiality of your PIN has been compromised for any reason, you must contact us immediately.
- **4. Foreign Transactions.** The Card may only be used to conduct transactions within the 50 United States, District of Columbia and U.S. Territories (Puerto Rico, Guam, Northern Marianas, the U.S. Virgin Islands, and American Samoa). The Card may be used to conduct international transactions, including, without limitation, transactions conducted on international merchant websites or mobile applications accessible within the United States; provided the merchant accepts the Visa or any other logo on the Card. All debits to your Card Account will be posted in U.S. dollars. Transactions made in a foreign currency are converted into U.S. dollar amounts by Visa, using its then current currency conversion procedure and rate. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or periodic statement posting date. Foreign transactions are subject to foreign transaction fees, as set forth in Section I above, and will be included in the amount charged to your Card.
- **5.** Card Not Present Transactions. If you initiate a transaction without presenting your Card (such as for a mail order, internet or telephone purchase), the legal effect will be the same as if you used the Card itself. For security reasons, the amount or number of such transactions you may make may be limited.
- **6. Rewards.** Your Card may provide you with the opportunity to earn rewards. If it does, we will separately provide you with information and terms about the rewards.
- 7. Authorized Users. You are liable for all transactions made with your Card(s), and all related fees or expenses incurred, by you or your Authorized Users. If an Authorized User permits another person to use your Card Account or Cards, we will treat this as if you authorized that person to use the Card Account or Cards and you will be liable for all transactions and fees incurred by that person. You are responsible for any transactions made and any fees incurred by an Authorized User. If you suspect unauthorized use, contact customer support at hello@envelopemoney.com.
- 8. Lost or Stolen Card / Unauthorized Card Transactions. If your Card is lost or stolen or if you think someone else may be using your Card, Card Account, or Access Credentials without your permission, contact us immediately at hello@envelopemoney.com.

If you think the Card or Card Account has been used without your permission, provide a written statement that includes your name, account number, the dollar amount of your suspected error, why you believe it is an error, type of unauthorized transaction(s) with the date(s) and amount(s) of error. Except as provided below, your liability for unauthorized transactions that take place on the VISA system is zero dollars (\$0). We may require you to provide a written statement regarding claims of unauthorized transactions. This protection does not apply if we determine that you have been fraudulent or negligent in the handling of your Card. These provisions limiting your liability also do not apply to any credit transactions that are not processed by VISA. See "YOUR BILLING RIGHTS" below for more information concerning your rights and our responsibilities under the Fair Credit Billing Act and your potential liability for transactions that are not covered by this section.

- **9. Returns and Refunds.** If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to your Card Account for refunds and agree to the refund policy of the merchant. Neither the Bank nor Program Manager is responsible for the delivery, quality, safety, legality or any other aspects of the goods or services you purchase from others with the Card. If you have a problem with a purchase you made with the Card, or if you have a dispute with the merchant, you must handle it directly with the merchant. The amounts credited to your Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs.
- **10. Daily Transaction Limits.** In addition to your Card Credit limit and Spending limit, your Card has the following daily transaction limits.

Transaction Type	Dollar Limit per Day
Point of Sale (Merchants) Transactions	\$1,000 daily
ATM Cash Advance	\$500 daily

## C. Interest and Fees

1. Interest and Fees. We will charge interest and fees as disclosed in the Truth in Lending Disclosures in Section I of this Agreement, subsequent disclosures, Statements, and any change in terms notices. In general, interest begins to accrue from the day a transaction occurs. However, we will not charge you interest on any new transactions if you pay the total Card Account Balance you owe Card Account in full by the due date on your Statement ("Due Date") each month. If you pay less than the full amount owed on your Card Account (for example, by paying the minimum payment) the APR disclosed above will apply to the unpaid amount. If you fail to make at least the minimum monthly payment identified in your Statement by the Due Date (for example, you miss a payment, make a late payment, or a payment is returned and you fail to successfully make the required payment by the Due Date), the Penalty APR will apply to the entire amount past due, except for late fees, until you pay all overdue amounts, except as prohibited by law.

#### 2. How We Will Calculate Your Balance

We figure the interest charge each Cycle by applying the periodic rate to the average daily balance (including new purchases) on the Card. To get the average daily balance, we take the beginning balance on the Card each day of the Cycle, add any new purchases, cash advances, and/or fees, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the Cycle and divide the total by the number of days in the Cycle. This gives us the average daily balance. The interest charge calculated for each Card will be added to the balance on that Card, and to the total Card Balance for your Card Account, at the end of each Cycle.

- **3.** Late Payment Fee. We may charge you a late payment fee if we do not receive your payment as instructed on your Statement by the Due Date. The amount of the late payment fee is set forth in Section I.
- **4. Returned Payment Fee.** We may charge you a returned payment fee each time your payment to us is returned unpaid for any reason. The amount of the returned payment fee is set forth in Section I.
- **5. Transactions Made in Foreign Currencies.** If you make a transaction in a foreign currency (for example, by making an online purchase from a non-U.S. merchant), the payment network will convert it into a U.S. dollar amount. The payment network will use its own currency conversion procedures. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date that appears on your Statement. We do not adjust the currency exchange rate. The charge for any currency conversion is disclosed in Section I.

#### D. Payments

- 1. Your Promise to Pay. You promise to pay us all amounts due on your Card Account by each Due Date set forth on your Statement. 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 physical card (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the Card in person. You are responsible for all Card transactions and fees incurred by your Authorized Users.
- **2. Minimum Payment.** You must pay us the minimum payment amount listed on your Statement by the Due Date. You must pay at least the minimum payment amount each month, even if you paid more than the minimum payment due on a prior Statement.
- **3. Payment Methods.** Your payment must be made in U.S. dollars from a U.S. Deposit Account. You must use one of the following payment methods:
  - a. Preauthorized Automatic Payments ("AutoPay"). When you sign up, or by using the App, you may elect to make payments on your Card(s) using AutoPay. If you select AutoPay, you authorize us to make recurring debits from your Deposit Account on each Due Date, in the amount of the payment due (or another amount you select), as set forth on each Statement. You also authorize us to debit or credit your selected payment method as needed to correct any errors, process returned and reversed payments, and similar issues, to the extent permitted by law. You may cancel AutoPay at any time by contacting customer support hello@envelopemoney.com.
  - **b. One-Time Transfer.** You may use the App to authorize us to make a one-time transfer to us from your Deposit Account on or before each Due Date. You also authorize us to debit or credit your selected payment method to correct any errors, process returned and reversed payments, and similar issues, to the extent permitted by law.
- **4. Other Methods**. We may permit additional payment methods from time to time. We may reject any payment not made in accordance with this section.
- 5. Effect of Payment on Spending Limit. When you make a payment towards your Card Account Balance, an amount of Spent Money equal to the amount of the payment will no longer be classified as Spent Money and your Spending Limit on your Collateral Account will increase in an amount equivalent to your payment. We may delay the change in your Spending Limit until we confirm that your payment has cleared. This may happen even if we credit your payment. If you fail to make the minimum payment by the

Due Date, we will debit your Collateral Account for the full outstanding balance, but your Spending Limit on the Card will not increase.

- **6. Payment Processing.** We may accept and process payments without losing any of our rights. If your payment is returned unpaid for any reason, you authorize us to reinitiate the payment you authorized up to two additional times. We also reserve the right to debit the returned payment amount back to the balance on your Card Account.
- 7. How We Apply Your Payments. Payments are first applied to any past-due amount (except late fees), then to your current minimum payment due. Payments in excess of your minimum payment due will be applied to any outstanding interest and fees, then to the remainder of your Card Account Balance. We may adjust your Card Account Balance as reasonably necessary to correct errors, process returned and reversed payments, and similar issues.
- **8.** Credit Balances. We may reject and return any payment that creates or adds to a credit balance on your Card 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. You may write to the address provided on your Statement or email us at **hello@envelopemoney.com** to request a refund of any available credit balance greater than \$1.00.

## E. Your Card Billing Rights

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

#### What To Do If You Find A Mistake On Your Statement.

If you think there is an error on your Statement, write to us at:

12180 South 300 East #1184, Draper, UT 84020

You may also contact us at hello@envelopemoney.com

In your letter, give us the following information:

- Account information: Your name and last 4 digits of your Card Number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your Statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your Statement.

To stop a scheduled payment on an amount you think is wrong, you must contact us at least three Business Days before the scheduled payment date.

You must notify us of any potential errors in writing or electronically. 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 Notice

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

- 1. Within 30 days of receiving your notice, we must tell you that we received your notice. We will also tell you if we have already corrected the error.
- 2. Within 90 days of receiving your notice, 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, 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. But, if we determine that we made a mistake, you will not have to pay the amount in question, or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your Card Account Balance.
- We can apply any unpaid amount against your Spending Limit.

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

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

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

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

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

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

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

- 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- 2. You must have used your Card for the purchase. 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 or electronically at:

**Envelope Money** 

12180 South 300 East #1184, Draper, UT 84020

You may also contact us at hello@envelopemoney.com.

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

#### F. Account Default

- 1. Events of Default. You will be in default under this Agreement if:
  - O You do not make a minimum payment when it is due;
  - Any required payment you make is rejected, not paid or cannot be processed;
  - You exceed your Credit Limit;
  - You close or attempt to close your Collateral Account or transfer, withdraw, or attempt to transfer or withdraw, the funds in your Collateral Account;
  - O You file or become the subject of a bankruptcy or insolvency proceeding;
  - You are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
  - We determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us;
  - You do not comply with any term of this Agreement or any other agreement with us;
  - You relocate outside the United States; or
  - We receive a garnishment, attachment or other levy upon your Collateral Account, or the Collateral Account is subject to any other legal proceeding.
- 2. Consequences of Default. If you are in default, we may take certain actions with respect to your Card Account. For example, we may take the following actions, without notifying you, unless the law says that we must give you notice:
  - Exercise our security interest in, and right of set off against, the Collateral Account;
  - Close or suspend one or more of your Card(s), or your entire Card Account;
  - Reduce your Credit Limit;
  - Demand that you immediately pay the Card Account Balance;

- Continue to charge you interest and fees (as set forth in the Truth in Lending Disclosures) as long as your Card Account Balance remains outstanding; and/or
- File a lawsuit against you, or pursue any action permitted by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless applicable law does not allow us to collect these amounts.

## G. Digital Wallet

- 1. Adding a Card. You can add your Card to a digital wallet by following the instructions of the digital wallet. The digital wallet may not be accepted in all places where your Card is accepted. We may terminate the ability for you to add the Card to a digital wallet at any moment.
- 2. Remove Your Card from the Digital Wallet. You should contact the digital wallet provider to remove a Card from the digital wallet. We can end or suspend your ability to use a Card with the Digital Wallet at any time.
- **3.** Card Responsibility. You are solely responsible for maintaining the security of your digital wallet credentials (including user identification, password or other access credentials). If you share these credentials with any other person, you expressly authorize them to access your personal information, access your accounts and initiate charges to your Card(s) using the digital wallet service.
- **4. Fees.** We currently do not impose a fee for using your Card at a Digital Wallet, but we reserve the right to impose a fee in the future. Please note that a Digital Wallet provider or another third party enabling or associated with your use of a Digital Wallet may charge a fee for using your Card(s) in a Digital Wallet.
- **5. No Liability for the Digital Wallet.** We are not the provider of any digital wallet and we are not responsible for providing the digital wallet service to you. We are only responsible for supplying information securely to the digital wallet provider to enable usage of the Card in such digital wallet. We are not responsible for any failure of the digital wallet or the inability to use the digital wallet for any transaction. We are not responsible for the performance or non-performance of the digital wallet provider or any other third parties regarding any agreement you enter into with the digital wallet provider or associated third- party relationships that may impact your use of the digital wallet. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK, AND WE ARE NOT RESPONSIBLE FOR THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, OR ACCURACY.
- **6. Privacy & Security**. You agree that we may exchange your information with the Digital Wallet provider, a payment network (e.g., Visa and Mastercard), and others in order to enable your use of the Digital Wallet, make information available to you about your Card transactions, and improve our ability to offer the Digital Wallet services. We do not control how the Digital Wallet provider or third parties use the information received in connection with the Digital Wallet and the use of such information is governed by such party's privacy policy. We are not responsible for the security of the information provided to the Digital Wallet provider or stored in the Digital Wallet. We are not responsible if a security breach occurs that affects any information stored in the Digital Wallet or sent from a wallet.

## H. Card Account Termination, Suspension and Limits and Card Replacement

We reserve the right, at any time and in our sole discretion, to limit your use of the Card Account and Card(s), including limiting or prohibiting specific types of transactions. We may refuse to

issue a Card, revoke Card Account privileges or cancel your Card with or without cause or notice, other than as required by applicable law. Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under this Agreement without losing them.

If you need to cancel or replace a Card for any reason, call 1 (831) 304-3440 or send an email to <a href="https://needica.nee

#### I. Disclosure of Information to Third Parties

By requesting, obtaining or using a Card from us you agree that we may release information in our records regarding you and your Card: (a) to comply with government agency or court orders; (b) to share your credit performance with credit reporting agencies and other creditors who we reasonably believe are or may be doing business with you on your Card; (c) to provide information on your Card to any third party who we believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act; (d) to share information with our employees, agents or representatives performing work for us in connection with your Card; or (e) as otherwise permitted by the Bank's privacy policy. We provide a copy of the Bank's privacy notice at the time your Card Collateral Account is established and annually thereafter. Our privacy policy and the Channel Partner's Privacy Policy are also available on at www.envelopemoney.com/disclosures.

#### V. Other Terms

#### A. Assignment.

This Agreement will be binding on, and to the benefit of, any of your and our successors and assigns.

You may not sell, assign or transfer your Card Account or this Agreement (including your rights and obligations in this Agreement) to anyone without our express written permission.

We may sell, assign or transfer your Card Account and this Agreement (and the rights and obligations) under 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 Card 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.

- **B. Waiver.** We do not waive our rights by delaying or failing to exercise them at any time.
- **C. Governing Law**. This Agreement will be governed by the law of the State of Kansas except to the extent governed by federal law. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local,

state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. Use of the Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions.

- **D.** By executing this Agreement, accessing your Card Account, or activating a Card or by retaining, using or authorizing the use of it, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a jurisdiction where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States ("U.S.") or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.
- **E. Changes to Agreement**. Unless law prohibits us from doing so, the terms and conditions of this Agreement may be revised by posting a revised version here <a href="https://www.envelopemoney.com/disclosures">www.envelopemoney.com/disclosures</a>. You will be notified of any change as required by applicable law.