

# NEON MONEY CLUB™ AMERICAN EXPRESS®

## CREDIT CARD AGREEMENT

### PART 1

#### Rates and Fees Table

Interest Rates	
Annual Percentage Rate (APR) for Purchases	<p><b>Prime Rate + 11% - Prime Rate + 18.5%</b></p> <p>This APR will vary with the market based on the Prime Rate + our margin rate. See how your rate is calculated in the <i>How to Calculate APRs and DPRs</i> section below.</p> <p><i>Terms may differ for residents of Colorado, Iowa, Tennessee, and Puerto Rico</i></p>
How to Avoid Paying Interest	Your payment will be due in full at least 21 days after the close of each monthly billing period on the due date assigned to you at account opening. We will not charge you interest on purchases, made each month, if you pay your entire balance by the due date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
Fees	
Annual Fee	\$128
Transaction Fees:	
• Cash Advance	\$10 or 5% of the cash advance amount, whichever is greater
• Card Replacement	\$20
Penalty Fees:	
• Late Payment	Up to \$8
• Returned Payment	Up to \$38
• Penalty APR	Prime Rate + 11% - Prime Rate + 18.5%

**How We Will Calculate Your Balance:** We use the Average Daily Balance method (including new transactions). See the *Interest Charges* section in Part 2.

**Billing Rights:** See Part 2 for information on how to exercise your rights to dispute transactions.

## How Rates and Fees Work

Rates	
<b>How to Calculate APRs and DPRs</b>	<p><b>Your APR</b> = Prime Rate + Our Margin Rate (11% - 18.5%)</p> <p><b>Your DPR</b> = Your APR divided by 365</p> <p>If the Prime Rate increases, variable APRs (and corresponding DPRs) will increase. In that case, you may pay more interest and may have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the billing period. The Daily Periodic Rate (DPR) is 1/365th of the APR, rounded to the nearest one ten-thousandth of a percentage point.</p>
Fees	
We add fees to a purchase balance, unless we tell you otherwise.	
<b>Late Payment</b>	\$0 for the first late payment. Up to \$8 for any subsequent late payment. If we do not receive the Minimum Payment Due by its Payment Due Date, the fee is \$8. However, the late fee will not exceed the Minimum Payment Due.
<b>Returned Payment</b>	If you make a payment that is returned unpaid when we present it to your bank, the fee is \$38. However, the returned payment fee will not exceed the applicable Minimum Payment Due.
<b>Cash Advance</b>	Cash advance fee will be \$10 or 5% of the cash advance amount, whichever is greater.

**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). To receive this information and a description of your payment obligation, please contact us at 844-606-4668.

# NEON MONEY CLUB™ AMERICAN EXPRESS®

## CREDIT CARD AGREEMENT (CONT'D)

### PART 2

This Neon Money Club™ American Express® Credit Card Agreement (the “Agreement”) between you and Evolve Bank & Trust (“Bank”) contains the terms which govern the use of your Neon Money Club American Express Credit Card and corresponding credit card account, both issued by Bank, and outlines your responsibilities. This Agreement refers to and includes Part 1 (including the Truth in Lending Disclosures which show the rates and fees for your Card), Part 2 (including the Cardholder Terms and Conditions), and other disclosures we provide to you, such as Statements, our Privacy Policy (“Privacy Policy”) located at <https://www.getevolved.com/privacy-policy/>, all Bank disclosures provided to you before and when you applied for and/or opened your Account, and any future changes to the aforementioned documents, each of which is incorporated herein by reference. You accept the terms of this Agreement by using or activating your Account. Please read this Agreement in its entirety and keep it for your records.

**PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION PURSUANT TO THE FEDERAL ARBITRATION ACT AND A WAIVER OF YOUR RIGHT TO JOIN A CLASS ACTION.**

Contact us if you have any questions about this Agreement or your Card or Account. You may contact us at [support@neonmoneyclub.com](mailto:support@neonmoneyclub.com).

### CARDHOLDER TERMS AND CONDITIONS

#### I. GENERAL

##### 1. Definitions

All capitalized terms used in this Agreement and not otherwise defined have the meanings set forth below.

“Account” means the open-end line of credit offered by Evolve Bank & Trust, Member FDIC, under this Agreement.

“App” means the mobile application you may use to access information about your Account.

“Billing Cycle” means the time period between the dates of regular billing Statements. Each Statement shows the closing date, which is the last day of the Billing Cycle.

“Business Day” means Monday through Friday, excluding federal holidays.

“Card” means one or more cards or other access devices, including your Account number or virtual card, that we may issue to you to use to access credit on your Account, and includes all renewals, replacements, and substitutions of the same.

“Credit Limit” means the maximum amount of credit that we may make available to you under your Account.

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

“Neon Money” means Neon Money Incorporated.

“New Balance” means the total amount you owe us as of the closing date of a Billing Cycle, as shown on each Statement.

“Payment Due Date” means the payment due date shown on your Statement.

“Purchase” means the use of your Account or Card to buy or lease goods or services, including paying taxes, shipping costs, and other fees charged in connection with the transaction.

“Statement” means the regular periodic statement we mail or otherwise make available to you in connection with your Account. Your Statement will describe the activity on your Account during a Billing Cycle and the payment you owe to us by the applicable Payment Due Date.

“We,” “us,” “our,” and “Bank” mean Evolve Bank & Trust, Member FDIC and its agents, authorized representatives, successors, and assignees.

“You” and “your” mean each and all of the persons who are granted, accept, or use the Account and any person who has guaranteed payment of the Account.

## **2. Opening and Maintaining Your Account**

### **A. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.**

To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person that opens an Account. What this means for you: when you open an Account, we will ask you for your name, street address, date of birth, phone number, and other information that will allow us to identify you. We may also ask you to see your driver’s license or other identifying documents that will allow us to identify you.

### **B. Providing and Maintaining Your Information.**

We may also require you to submit other information about you to open and manage your Account. This includes, but is not limited to: (1) a valid U.S. mailing address and residential address (if different); (2) your Social Security number or other government identification number; and (3) your employment and income information. You must notify us promptly of any change in your name, residence, billing address, or any other information you provide to us by writing to us at [support@neonmoneyclub.com](mailto:support@neonmoneyclub.com) or updating it in the App. We may ask you for additional documents and to verify any changes to information you have provided us. We may restrict or close your Account if we cannot verify your information, or if you do not provide it as requested. You certify that all information you provide to us is accurate and complete. You promise us that you are not planning to file bankruptcy at the time you apply for and open your Account.

You agree to provide us with current financial information and updated application information in such form and at such times as we may request. We may contact any source we deem necessary in investigating your credit worthiness in connection with your application and later in connection with reviewing, renewing, and/or taking collection action on your Account.

## **3. Communications**

To the extent permitted by applicable law, you authorize us, Neon Money and each of our respective affiliates, agents, contractors, and successors, to contact you to service or maintain your Account. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that we or Neon Money, or our respective affiliates, agents, contractors, and successors may: (1) contact you by mail,

email, calls, and texts, including a mobile, wireless, or similar device, and using automated telephone equipment or prerecorded messages; (2) contact you at any number that you have given us, any number we have for you in our records, and any number you call us from, including your cellular or other wireless device, even if that number is a wireless, cellular, or mobile number, is converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry; and (3) contact you at any email address you provide to us, Neon Money or any of our respective affiliates, agents, contractors, successor, or any other person or company that provides any services in connection with this Agreement. We or Neon Money may monitor, tape, or electronically record our telephone calls with you, including any calls with our customer service department, collection department, and any of our agents or service providers. For the avoidance of doubt, you agree you will accept calls from us or Neon Money regarding your Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree to notify us immediately if you change your email address, mailing address, or phone number. If there is more than one Account owner or persons liable on the Account, you agree that all Statements and notices regarding the Account may be sent solely to the address shown on our billing records, and that notice to one Account owner constitutes notice to all Account owners and persons liable on the Account, to the extent permitted by law. Your Account is an electronic account. We may send communications electronically, rather than through U.S. mail or other means, unless the law says otherwise. We may require you to agree to communicate with us by electronic means in order to open and maintain an Account.

#### **4. Information Sharing.**

You understand and agree that, as part of your card application and account opening, you are furnishing all information in your application to us, as issuer of the Neon Money Club® American Express® Credit Card, and to Neon Money, as credit card program administrator, and that us and Neon Money may use any information collected from you. Please refer to our Privacy Notice and our Privacy Policy for more information on how your information may be shared. Any questions related to how we use your data can be directed to [support@neonmoneyclub.com](mailto:support@neonmoneyclub.com).

## **II. USING YOUR CARD AND ACCOUNT**

### **1. Use of Your Card and Account**

You may use your Card and Account and obtain credit from us to make Purchases and any other transactions we may permit from time to time. By swiping your Card or entering your Card information at the point of sale, you authorize us to post the transaction to your Account. Each time you make a Purchase or another transaction posts to your Account, your Available Credit will be reduced by the amount of the Purchase or other transaction.

You promise to use your Account only for lawful personal, family, or household purposes. You will only use your Account for transactions that are legal where you conduct them. You are liable for all transactions made with your Card or Account, and all related fees or expenses incurred, by you, or any other person that you permit to use or have access to your Account, Card, or any other credential you use to access your Account.

You may use your Card to make Purchases from merchants that accept American Express, subject to the limits set forth in this Agreement. We are not responsible if any terminal, merchant, merchant's financial institution, or other third party does not accept your Card or fails to process the transaction you request.

You understand that our services, including access to the Account, may not always be available, and that we are not liable for any losses that may result when such services are unavailable.

## **2. Authorizations; Limits on Your Use of Your Card and Account**

We don't guarantee approval of transactions. We reserve the right to deny or decline transactions for any reason, including, but not limited to an Account default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to a transaction. We may impose limits on the amount, type, or frequency of transactions you can make using your Card. We may prohibit your use of the Card at certain types of merchants, such as internet gambling businesses. You may not use your Card to purchase cash-like or gambling-related products, such as casino chips, lottery tickets, money orders, or foreign currency. We are neither responsible for any losses you may incur if we do not authorize a transaction, nor are we responsible or liable if you engage in an illegal transaction. If you make a transaction prohibited by this Agreement, you must repay us in full, plus applicable interest and fees.

When you use your Card or Account to initiate a transaction at certain merchant locations, such as hotels, restaurants, gas stations, and rental car companies, where the final Purchase amount is unknown at the time of authorization, a hold may be placed on the available funds in the Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will reduce your Available Credit and not be available to you for any other purpose until the merchant sends us the final transaction amount and we remove the hold. Once we receive the final transaction amount, it may take several days for the hold to be removed. During that period, you will not have access to the funds subject to the hold. Please be advised that you may experience difficulties using a Card at unattended vending machines, kiosks, and gas station pumps. If a Card is declined at a "pay at the pump" gas station even though you have sufficient funds available, you should pay for the Purchase inside with the cashier. If you give your Card information to a merchant to bill your Account for recurring payments, or to keep it on file for future Purchases or payments, and your Card number, expiration date, or security code changes, you should notify the merchant of your new Card information.

## **3. Foreign Transactions**

A foreign transaction is any transaction (1) made in a foreign currency, or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign transactions include, for example, online transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. If you make a foreign transaction, we reserve the right to charge a foreign transaction fee, as set forth in the *Fees* section of the Truth in Lending Disclosures in Part 1. If a transaction is made in a foreign currency, the transaction will be converted by American Express into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. The currency conversion rate we apply to your transaction may be different from the rate we pay for the applicable currency.

## **4. Credit Limit and Available Credit**

Your "Credit Limit" is the maximum amount of credit that we may make available to you under your Account. Your initial Credit Limit is disclosed to you when you open your Account. You understand that we may adjust your Credit Limit at any time, including automatic Credit Limit increases if you qualify, or reduce or terminate your borrowing privileges at any time without prior notice to you, except as prohibited by law. Your "Available Credit" is the amount of credit that is available for you to make transactions with your Card at any given time. Your Available Credit is equal to the Credit Limit minus the outstanding balance on your Account and any holds, accrued fees or finance charges, and other charges that have not posted to your Account. You agree not to exceed your Credit Limit or Available Credit unless authorized by us. We may, in our sole and absolute discretion, honor your request for a transaction that will cause you to exceed your Credit Limit or Available Credit (without increasing your total Credit Limit). If we do, all the provisions of this Agreement will apply to the total balance on your Account, including amounts in excess of the Credit Limit. Finance charges and other fees will apply to the excess as they do to

other balances on your Account. If you exceed your Credit Limit, you must immediately repay the amount in excess of your Credit Limit.

## **5. Disputed Transactions**

You must inspect each Statement you receive and must immediately contact us about any errors or questions you have, as described in the *Billing Rights* section below. If you do not notify us of a billing error, we will assume that all information on the Statement is correct. If we credit your Account for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction, and will also: (1) give us any information about the disputed transaction, if we ask; (2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and (3) help us get reimbursement from others.

## **6. Authorized Users**

Your card account presently does not permit authorized users. We may, in our discretion, add the ability to add authorized users to your Card Account. At that time, you may request us to issue a Card to any other person(s) to allow such person(s) to access your Account or may otherwise permit another person to have access to your Account (“Authorized User”). We reserve the right to refuse to issue any additional Card. We may also require additional information about each Authorized User and may limit their use of the Card. Each Authorized User will have access to certain information about your Account, and you authorize us to disclose information about your Account to each Authorized User. You will be responsible for the Authorized User’s use of your Account, including activity made by anyone else the Authorized User permits to use your Account, even if you have not authorized that person to use your Account, or that person exceeds the authority given to them.

If you permit another person to have access to your Account, you are liable for all transactions made with the Card or Account, and all interest and fees incurred, by such person, even if they are not an Authorized User. For the avoidance of doubt, you must pay us for all charges made by any person you permit to use or access your Account, including charges for which you may not have intended to be responsible.

## **7. Rewards**

Your Account may provide you with the opportunity to earn rewards through a reward program provided, serviced and administered by Neon Money. Rewards program(s), promotions or bonus option(s) that are offered to you are not offered, provided, supported or serviced by Bank and are offered by Neon Money. If you have questions regarding any rewards, promotion or bonus option, please contact Neon Money at [support@neonmoneyclub.com](mailto:support@neonmoneyclub.com).

## **8. Digital Wallet Terms**

If we permit you to load your Card to a smart phone or tablet application, or any other application or other electronic device provided by a third-party (collectively, “Mobile Device”) or a digital wallet provided by another company (such as Apple Pay, Google Pay, Amazon, PayPal, Samsung Pay, etc.) or a merchant-branded website or digital wallet where your Card information is stored for future use each, a “Digital Wallet”), this Section, *Digital Wallet Terms*, governs your access to, and use of your Card through a Mobile Device or Digital Wallet. We reserve the right to restrict the use of Cards with any Mobile Device or Digital Wallet.

The use of your Card with or within a Digital Wallet or Mobile Device may not be accepted at all places where your Card is otherwise accepted, and your Card may not be eligible for all the features and functionalities of the Digital Wallet or Mobile Device. You understand and agree that your use of a Digital Wallet or Mobile Device to make transactions using your Card or Card number is subject to the terms and

conditions set forth by the third-party Digital Wallet or Mobile Device provider or another third party supporting the Digital Wallet or Mobile Device (collectively, the “Mobile Device Provider”) with respect to the use of that Digital Wallet or Mobile Device. Your agreement with any Mobile Device Provider does not impact our Agreement with you. You acknowledge that we are not party to any agreement or the terms and conditions for a Mobile Device between you and a Mobile Device Provider or the other third parties supporting the Digital Wallet or Mobile Device and we do not own and are not responsible for the Digital Wallet or Mobile Device. You may only use a compatible device with a Digital Wallet, as determined by the Digital Wallet provider (“Compatible Device”). In addition, any use of your Card in or through a Digital Wallet or Mobile Device continues to be subject to all terms and conditions of this Agreement. We may terminate your access to or use of your Card with a Digital Wallet or Mobile Device at any time and for any reason, including if you violate any of the terms or conditions of this Agreement.

To add your Card to a Digital Wallet or Mobile Device, you must follow the instructions of the Mobile Device Provider. By doing this, you agree to allow us to share your Card information with the Mobile Device Provider. You may be required to take additional steps to authenticate yourself or the Card before your Card is added to the Digital Wallet or Mobile Device. We may not add a Card to a Digital Wallet or Mobile Device if we cannot authenticate the Card or if we otherwise suspect that there may be fraud associated with the Card.

Once you add a Card to a Digital Wallet, you may use the Compatible Device (or in the case of a Mobile Device, you may use the Mobile Device) to make payments utilizing the Card at any merchant that accepts the Digital Wallet or Mobile Device and Card. By selecting an added Card in a Digital Wallet or Mobile Device and using the merchant’s contactless-enabled point-of-sale terminal or reader or by using a Card for an in-app or a website purchase, you are authorizing the payment for the applicable merchant’s products or services with that Card in the Digital Wallet or Mobile Device. The Digital Wallet or Mobile Device may display transaction history, but it does not reflect any post-authorization activities and may not match the actual transaction details that are posted to your Account.

We do not charge you any additional fees for adding your Card to a Digital Wallet or Mobile Device or for using your Card in the Digital Wallet or Mobile Device. However, any fees and charges that would apply when you use your Card outside the Digital Wallet or Mobile Device will also apply when you use a Digital Wallet or Mobile Device to make purchases with your Card or otherwise access your Card. The Mobile Device Provider and other third parties such as wireless companies or data service providers may charge you fees. Any virtual Card we may issue you that is linked or registered with the Digital Wallet or Mobile Device may be, in our sole discretion, automatically updated or upgraded without notice to you.

We are not the provider of the Digital Wallet or Mobile Device, and we are not responsible for providing the Digital Wallet or Mobile Device services to you or for ensuring that your Card is compatible with any Digital Wallet or Mobile Device service. Some Digital Wallets or Mobile Devices may use your palm print, fingerprint, facial map or any other biometric data to recognize you, authenticate your identity, or authorize your transactions, and you understand we do not provide any such technology or services and have no obligation regarding the security of such technology or services. By using such technology or services with a Digital Wallet or Mobile Device to conduct any transaction, you are authorizing a transaction on your Card. We are only responsible for supplying information to the Mobile Device Provider to allow usage of your Card in the Digital Wallet or Mobile Device as you have requested. We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Compatible Device or Mobile Device. In no event are we responsible for: (i) any failure of the Digital Wallet or Mobile Device, or the inability to use the Digital Wallet or Mobile Device for any transaction or (ii) how the Mobile Device Provider performs its services or any other third parties regarding any agreement you enter into with the Mobile Device Provider or other third party. We do not control the privacy and security of any of your information that may be held by the Mobile Device Provider. Any information held by the Mobile Device Provider is governed by the Mobile Device Provider’s privacy policy. If you request to add your Card to a Digital Wallet or Mobile Device, you authorize us to collect, transmit, store, use and share information about you, your mobile device (Compatible Device), and your use of the Card in accordance with our Privacy Policy.



TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY ARE WE LIABLE FOR ANY LOSSES, CLAIMS, EXPENSES OR DAMAGES RESULTING FROM YOUR USE OF A DIGITAL WALLET OR MOBILE DEVICE, YOUR USE OF THE CARD OR VIRTUAL CARD IN CONNECTION WITH A DIGITAL WALLET OR MOBILE DEVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF A CARD PROVISIONED TO THE DIGITAL WALLET OR MOBILE DEVICE OF YOUR CHOICE AND THE DIGITAL WALLET OR MOBILE DEVICE SERVICE IS AT YOUR SOLE RISK.

If you use a Digital Wallet or Mobile Device, you should protect your Mobile Device or Compatible Device as you would your Card. If your Mobile Device or Compatible Device is compromised, lost or stolen, you should also consider your Card lost or stolen and notify us immediately. If your physical plastic Card is lost or stolen and your Compatible Device or Mobile Device is not lost or stolen, you may be required to add the new physical plastic Card to the Digital Wallet or Mobile Device. If your Compatible Device is lost or stolen, you will need to add your Card to a Digital Wallet on a new Compatible Device. You are responsible for the Mobile Device or Compatible Device, including its selection, and for all issues relating to the operation, performance and costs associated with such Mobile Device or Compatible Device. You authorize your wireless operator and/or us to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date and device make and model, where provided in accordance with your mobile operator's or our privacy policy at <https://www.getevolved.com/privacy-policy/>, to allow verification of your identity and for fraud prevention purposes.

**Google Pay:** This Agreement does not apply to transactions in Google products that are not initiated or effectuated through a Digital Wallet. Your use of Google Pay is also subject to the terms and conditions set forth in the [Google Pay Terms of Service](#). We do not control or endorse the provisioning or use of Google Pay.

**Apple Pay:** For additional information and terms regarding the use of Apple Pay, review Apple Pay terms and conditions via [Apple.com](https://apple.com). We do not control or endorse the provisioning or use of Apple Pay.

**Samsung Pay:** Your use of Samsung Pay is also subject to the terms and conditions set forth in the [Samsung Pay Terms and Conditions](#). We do not control or endorse the provisioning or use of Samsung Pay Money Transfer services.

If you have any questions, disputes, or complaints about a Digital Wallet or Mobile Device contact the Mobile Device Provider using the information given to you by the Mobile Device Provider.

### **III. INTEREST AND FEES**

#### **1. Interest Charges**

Interest will apply to your Account as set forth in this Agreement, including in the Truth in Lending Disclosures in Part 1 and any other fee schedule provided in connection with your Account. When applicable, interest accrues daily and compounds daily on new transactions and balances remaining from previous Billing Cycles. In general, interest begins to accrue from the day a transaction occurs. However, we will not charge you interest on any new Purchases made in the most recent Billing Cycle if you pay the entire New Balance for that Billing Cycle in full by the Payment Due Date as described on your Statement each month. After the Payment Due Date, interest charges will continue to accrue on the total amount that remains unpaid after the applicable Payment Due Date, until it is paid in full.

**APR for Purchases and Other Transactions.** When applicable, we calculate the interest charge for Purchases and other transactions each Billing Cycle as set forth in the Truth in Lending Disclosures in Part 1.

## **2. Fees**

Fees will apply to your Account as set forth in this Agreement, including in the Truth in Lending Disclosures in Part 1. The application and payment of a fee will not alter the situation which caused the fee to be charged. Each time you incur a fee, the amount of the fee will be added to the outstanding balance on your Account and will reduce your Available Credit by the same amount.

## **IV. PAYMENTS**

### **1. Promise to Pay**

You promise to pay us all amounts due on your Account by each Payment Due Date set forth on your Statement, including, without limitation, all credit you obtain from us to make Purchases and other transactions using your Card, all applicable fees and interest, and any other amount posted to your Account. You are responsible for repaying us for transactions made using your Card or Account even if you did not sign a purchase slip or other document for the transaction. You and promise to pay and are responsible for all amounts due on the Account. If you let someone else use the Account or Card, you and any joint Account holder or guarantor are responsible for all charges made by that person, even if that person's use exceeds their authority to use your Account or Card, whether or not you have notified us that the person will be using your Account. To the extent permitted by applicable law, you agree to pay all costs and disbursements, including reasonable attorney fees, incurred by us in legal proceedings to collect or enforce your indebtedness and/or the terms of this Agreement.

### **2. Statements**

We will generally send or make available to you one Statement for your Account at the end of each Billing Cycle. The Statement will show the activity on your Card and Account during the Billing Cycle and will tell you the New Balance you owe on your Account as of the closing date of the Billing Cycle, the minimum payment due ("Minimum Payment"), and the Payment Due Date (which date is at least 21 days after the Statement closing date). The "closing date" is the last day of the Billing Cycle. All transactions that post to your Account after the closing date will appear on your next Statement. Please review each Statement carefully. Preservation of your rights under federal law regarding resolution of billing errors depends upon your timely recognition of potential errors, as explained below in the *Billing Rights* section of this Agreement. Under certain circumstances, the law may not require us to send or make available to you a Statement, or may prohibit us from doing so. If an event of default occurs under this Agreement, we may, in our sole discretion, stop sending you Statements if we deem your Account uncollectible or if we institute delinquency collection proceedings.

### **3. Payment on Your Account**

You must pay at least the Minimum Payment for each Billing Cycle by the Payment Due Date shown on each Statement. We will calculate the Minimum Payment as the sum of: (1) the full balance due at the end of each Billing Cycle, the periodic finance charges, and late fees we have billed you on the Statement for which your Minimum Payment is calculated, (2) any amounts that are past due, and (3) the portion of your balance that exceeds your Credit Limit. In addition to the Minimum Payment, you may pay all or part of the total balance on your Account at any time without incurring any prepayment charge. You must always pay at least the Minimum Payment each Billing Cycle by each applicable Payment Due Date, even if you paid more than the Minimum Payment due in a previous Billing Cycle. Generally, credits to your Account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Minimum Payment. If your New Balance is not paid in full before the applicable Payment Due Date, finance charges will continue to accrue. If you overpay or if there is a credit balance on your Account, we will not pay interest on such amounts.

#### 4. Accepted Payment Methods

You may make payments in U.S. dollars from a deposit account held at a U.S. financial institution. We do not accept cash payments through the mail. You may not make payments with funds from your Account or any other credit account with us or any other company in the Bank organization. You must send mailed payments to us as instructed on your Statement unless we tell you otherwise. If you mail payment to an address other than the payment address shown on your Statement, there may be a delay in crediting the payment to your Account. We can accept late payments, partial payments or payments marked “payment in full,” or any other restrictive endorsement, without losing any of our rights under this Agreement. We may refuse to accept payments made to your Account by someone else on your behalf. If we do accept it, you will be responsible for the payment and any cost if a financial institution rejects it.

Services are available that allow you to make faster or recurring payments, such as ACH, online or by telephone. We will describe the terms for using these services and any applicable fee before you use them. You do not have to use these other payment services. We are not responsible if your financial institution rejects a payment made using our payment services.

By authorizing a payment, you represent and warrant that you are authorized to use the payment method you select to make your payment, and that there are sufficient available funds on the payment method to cover the full amount of the payment you authorize. We may add or change the permitted payment methods from time to time. You may make payments by using your mobile phone to log into the App or Neon Money Club website ([joinneon.com/login](https://joinneon.com/login)), or by following the instructions shown on your Statement. We do not accept payments by cash or check. You must use one of the following payment options:

- A. **Preauthorized Automatic Electronic Fund Transfers (“AutoPay”).** You may elect to make monthly preauthorized automatic payments. By electing this payment method, you authorize us, Neon Money or our service provider to charge your debit card or deposit account you select, on or around each Payment Due Date, in the amount of the Minimum Payment set forth on your Statement, or other amount you select. You also authorize us or Neon Money or service provider to charge your debit card or deposit account as needed to correct any errors or process returned and reversed payments, to the extent permitted by law and payment network rules. If any of these payments fails for any reason, you authorize us or our Neon Money or service provider to charge another debit card or deposit account you have on file with us for the amount of the failed payment, unless prohibited by law or payment network rules. You may cancel your authorization by using your mobile phone to log into your Account on the App or Neon Money Club website ([joinneon.com/login](https://joinneon.com/login)) and changing your payment preferences, or by notifying us at [support@neonmoneyclub.com](mailto:support@neonmoneyclub.com), at least 3 Business Days prior to your next Payment Due Date.
- B. **One-Time Payments.** You may authorize a one-time payment to us, by authorizing an ACH from your deposit account. By authorizing a payment, you also authorize us to debit or credit your selected payment method to correct any errors, process returned and reversed payments, unless prohibited by law or payment network rules.

#### 5. Payment Application and Instructions

A payment made in accordance with our payment instructions and received by 5 pm PT on a Business Day will be credited to your Account as of the day we receive it. If we receive a payment after 5 pm PT on a Business Day or on a non-Business Day, we will credit it on the next Business Day. If you do not follow our payment instructions, we may not accept your payment, or there may be a delay in crediting your Account.

We may process a late payment, partial payment, or a payment marked “payment in full” or with any other restrictive endorsement without losing any of our rights under this Agreement. Any settlement of your Account for less than what is owed requires a written agreement signed by you and us.

Your Available Credit may be increased by the amount of your payment within a reasonable time after that payment is received, provided you have not exceeded your Credit Limit. We may delay the change to your Available Credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account.

We may reject and return any payment that creates or adds to a credit balance on your Account. We may without notice restrict the availability of any credit balance in our sole and absolute discretion, to the extent permitted by law. We may reduce the amount of any credit balance by the amount of any new charges. You may write to the address provided on your Statement or call the number on the back of your Card to request a refund of any available credit balance. We may resubmit and collect returned payments electronically. If necessary, we may adjust your Account to correct errors, process returned and reversed payments, and handle similar issues.

We may allow you, from time to time, to skip one or more monthly payments, and we will notify you when this option is available. If you elect to skip a payment, finance charges will continue to accrue, and the requirement to make a Minimum Payment each month will resume following the skip payment period.

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

We may use the information from an Item to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same way we would process an Item. We will not be responsible if an Item you provide has physical features that when imaged result in it not being processed as you intended.

If you pay less than the total balance outstanding and due, as shown on the Statement, it will be applied in the following order: (1) to your annual fee (if any); (2) to any fees incurred or then due, except for late fees; (3) to finance charges and interest due; (4) to the portion of your balance that exceeds your Credit Limit; (5) to the outstanding balance on the Card that is currently due; (6) to late fees; and (7) to the remaining outstanding balance.

## **6. Credit Reports**

You agree that we or Neon Money may report information about your Account and performance under this Agreement to credit reporting agencies, including your failure to make Minimum Payments on time. If we permit you to add any Authorized Users to your Account, or another person becomes liable for this Account, you understand that we may report such information in your name as well as in the names of each Authorized User and liable person. If you wish to know the names of the agencies we have contacted, write us at [support@neonmoneyclub.com](mailto:support@neonmoneyclub.com). We may also report our transaction experiences with you as permitted by law. You are hereby notified that reports we make to credit reporting agencies may include negative or derogatory information such as late payments, missed payments, or other defaults, which may

be reflected on your credit report or in your credit score, if you fail to fulfill your obligations under this Agreement. If you believe that we have reported inaccurate information about you or your Account to a credit reporting agency or other consumer reporting agency, notify us by email at [support@neonmoneyclub.com](mailto:support@neonmoneyclub.com). When you write, tell us the specific information you believe is incorrect and why you believe it is incorrect.

You hereby authorize and instruct us and Neon Money (for itself or on behalf of us) to obtain and use consumer reports about you from consumer reporting agencies (1) to evaluate your creditworthiness when you apply for or open your Account; (2) from time to time throughout the term of this Agreement or if there is any outstanding amount you owe us on your Account (including any time after your Account has closed or this Agreement has terminated) to evaluate, maintain, and service your Account; (3) to determine your eligibility for an increase in your Credit Limit, even if you have not requested such increase; and (4) for any lawful purpose, from time to time in connection with any other service we offer or that you may obtain from us or our partners.

## V. GENERAL TERMS AND CONDITIONS OF YOUR ACCOUNT

### 1. Account Default and Suspension and Termination

- A. Events of Default.** Your Account is in default if any of the following events occur: (1) you fail to make a required payment when due; (2) we determine you made a false or misleading statement to us, or otherwise attempted to defraud us; (3) you become deceased or are declared legally incompetent; (4) you file or become subject to a bankruptcy or insolvency proceeding; (5) any payment you make is rejected, returned unpaid, or cannot be processed; (6) you exceed your Credit Limit; (7) you relocate or permanently reside outside of the U.S.; (8) you fail to comply with any term of this Agreement; (9) you revoke your consent to receive records, disclosures, and other communications electronically; (10) your financial condition has adversely changed such that, in our reasonable and good faith opinion, you will not be able to make any payment obligation when due; (11) your Card or Account is being used or we suspect it is being used to engage in any fraudulent, illegal, unlawful, or improper activities; or (12) your Account becomes inactive.
- B. Consequences of Default.** If you are in default, we may take certain actions with respect to your Account, and to exercise our rights under this Agreement and applicable law. For example, we may take the following actions, without notifying you, unless the law says we must give you notice: (1) continue to charge you fees and interest charges as set forth herein; (2) lower your Credit Limit; (3) file a lawsuit against you or pursue another action not prohibited by law; (4) declare the entire balance of your Account immediately due and payable at once without notice or demand; (5) suspend, restrict, or cancel your Card and Account and/or terminate this Agreement without liability to us; and/or (6) exercise all other rights and remedies available to us under applicable law. In the event of your default, and subject to any limitations or requirements of applicable law, you agree to pay all costs, including reasonable attorney's fees, incurred by us (i) in collecting all amounts due on your Account, whether or not suit is brought against you, and (ii) in protecting the Bank and our employees, agents, and service providers from any harm that we may suffer as a result of your default.

### 2. Closing Your Account; Suspension and Termination

We may, at any time and for any reason not prohibited by law, suspend or close your Account or otherwise terminate your right to use your Account. You may close your Account at any time by notifying us via chat in the App or by sending us an email to [support@neonmoneyclub.com](mailto:support@neonmoneyclub.com). This Agreement will survive the closing of your Account and your obligations under this Agreement continue even after the

Account is closed. You must destroy all Cards or other credit devices that access the Account when the Account is closed. When your Account is closed, you must contact anyone authorized to charge transactions to your Account, such as any subscription services, and revoke their authorization to charge your Account. Also, if we believe you have authorized a transaction or are attempting to use your Account after you have requested to close the Account, we may allow the transaction to be charged to your Account and your obligations under this Agreement will continue. While our general practice is to decline transactions on your Account after it is closed, you will remain liable for any transactions that are charged to your Account after it is closed, and you must immediately repay us all such amounts.

### **3. Security; Lost or Stolen Card; and Unauthorized Use**

You are responsible for protecting the security of your Card, Account, and any credentials and devices you use to access your Account. You must take reasonable steps to prevent the unauthorized use of your Card and Account. We reserve the right to request you take specific steps to limit access to or prevent unauthorized use of your Card and/or Account. For security reasons, you must, upon receipt of the Card, comply with any card activation procedures as may be prescribed by us.

### **4. Limitation of Liability for Unauthorized Use of Your Card or Account**

If you notice the loss or theft of your Card or possible unauthorized use of your Card or Account, you should lock your card immediately in the App and contact us immediately in chat in the App or by emailing [support@neonmoneyclub.com](mailto:support@neonmoneyclub.com). You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

### **5. No Warranty Regarding Merchant Goods or Services**

We are not responsible if anyone refuses to accept or honor your Card or Account, even if you have sufficient available credit. We are not responsible for the quality, safety, legality, timeliness, or any other aspect of any goods or services you purchase with your Card.

### **6. Assignment**

We may at any time, and without notice to you, arrange to sell, assign, or transfer (1) your Account; (2) rights or interests in any amounts you owe under this Agreement; or (3) our rights or obligations under this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment, or transfer will be entitled to all of our rights and will assume our obligations under this Agreement, to the extent sold, assigned or transferred. We will also share with any prospective purchaser or transferee of this Agreement or this Account, any amounts due on your Account or our rights or obligations under your Account or this Agreement all personal information you may provide us or that we collect in connection with the Card or Account. You authorize us to share such information about you or your Account with such prospective transferees, our affiliates and others. You may have the right to opt out of some information sharing. For more details, please refer to our Privacy Policy. You may not assign your Account or any responsibilities under this Agreement to anyone else. Regardless, this Agreement will be binding on your personal representative, executor, administrator, and successors.

### **7. Change in Terms**

We may add, delete, or change any provision of this Agreement at any time and in our sole discretion, unless prohibited by law. We will give you notice of any changes as required by law, and such notice may be included on your Statement or in a separate notice. If you do not agree to such new terms, you may notify us in writing that you wish to terminate your Account, by sending written notification of termination within 30 days following the date of the notice, to [support@neonmoneyclub.com](mailto:support@neonmoneyclub.com). You must

discontinue your use of your Card and Account prior to the effective date of the change. If you fail to send written notification of your rejection prior to the effective date of the change, continued use of your Card or Account after the effective date of any change will be deemed as your agreement to the new terms. You will still be required to comply with the Agreement as it existed prior to the change. We may restrict or close your Account and require you to return or destroy all Cards and any other access device you use to access your Account as a condition of your rejection. If this Agreement conflicts with any oral or written statements made by one of our employees or by a third-party service provider, such statements are unenforceable, do not constitute a change in terms, and this Agreement will control.

## **8. Third-Party Service Providers**

Neon Money is the servicer for your account. We or Neon Money may engage one or more other third-party service providers to service all or part of your Card and Account, including, but not limited to, Account and/or Card management through Neon Money's website or mobile application and customer service relating to any rewards offered by Neon Money in connection with your Card or Account. In this capacity, Neon Money may act on our behalf, perform our obligations, or enforce our rights under this Agreement. You understand and acknowledge that we may share with Neon Money any information you provide to us in connection with your Account or Card or any information we collect in connection with your Account or Card in order for Neon Money to provide you with products and/or services in connection with your Account and/or Card. We may transfer your Account and Card servicing to a different party for servicing. If our relationship with Neon Money or its responsibility for servicing your Card and Account changes, either we or Neon Money will notify you in a manner required by applicable law.

Separate and apart from its role as our servicer, Neon Money may also offer services to you. We are neither responsible for the provisioning of such services nor do we make any recommendations, representations, warranties, or suggestions regarding such services. To the fullest extent permitted by law, we will not have any liability in connection with such services and disclaim all warranties, either express or implied or statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and lack of viruses related to such services. Subject to applicable law, in no event shall we be liable for any losses or damages related to your use of such services.

## **9. Limitation of Liability and Disclaimer of Warranty**

EXCEPT AS REQUIRED BY LAW, WE ARE NOT LIABLE FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM OUR FAILURE TO ACT, OR ANY DELAY BEYOND TIME LIMITS PRESCRIBED BY LAW OR PERMITTED BY THIS AGREEMENT IF SUCH FAILURE OR DELAY IS CAUSED BY MAINTENANCE OR INTERRUPTION OR MALFUNCTION OF EQUIPMENT OR COMMUNICATION FACILITIES, UNUSUAL TRANSACTION VOLUME, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, GOVERNMENT ACTION, ACTS OF WAR, TERRORISM OR CIVIL STRIFE, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF BANK. EXCEPT AS REQUIRED BY LAW, OUR LIABILITY TO YOU FOR A CLAIM IS LIMITED TO THE FACE VALUE OF THE ITEM OR TRANSACTION, OR THE ACTUAL VALUE OF ANY FUNDS NOT PROPERLY CREDITED OR DEBITED. IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR DAMAGES OF ANY KIND EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS REQUIRED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE SHALL ONLY BE RESPONSIBLE AND LIABLE FOR OUR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT. WE SHALL NOT BE LIABLE TO ANY THIRD PARTY OR FOR ANY ACT OR OMISSION OF YOURS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES USED BY US IN EXECUTING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR PERFORMING

A RELATED ACT AND NO SUCH THIRD PARTY SHALL BE DEEMED TO BE OUR AGENT. ALL BANK SERVICES ANY CARD OR ACCOUNT FEATURES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THE BANK’S SERVICES, CARD OR ACCOUNT FEATURES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. IN ADDITION, EXCEPT AS REQUIRED BY LAW, WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY SERVICES OR FEATURES OF NEON MONEY’S APP, WEBSITE OR SERVICES OR PRODUCTS PROVIDED TO YOU BY NEON MONEY. WE ARE ALSO NOT LIABLE FOR ANY UNAUTHORIZED ACCESS OF YOUR INFORMATION OR DATA BY A THIRD PARTY DUE TO YOUR USE OF THIRD-PARTY COMMUNICATION CHANNELS NOT OFFERED BY US. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND LACK OF VIRUSES RELATED TO THE SERVICES AND/OR PRODUCTS OF NEON MONEY AND/OR NEON MONEY’S APP OR WEBSITE.

YOU AGREE THAT THE AMOUNT OF ANY CLAIM YOU HAVE AGAINST US IN CONNECTION WITH ANY CARD, ACCOUNT OR TRANSACTION WITH US, WHETHER BROUGHT AS A WARRANTY, NEGLIGENCE, WRONGFUL DISHONOR, OR OTHER ACTION, IS SUBJECT TO REDUCTION TO THE EXTENT THAT: 1) NEGLIGENCE OR FAILURE TO USE REASONABLE CARE ON YOUR PART, OR ON THE PARTY OF ANY OF YOUR AGENTS OR EMPLOYEES, CONTRIBUTED TO THE LOSS WHICH IS THE BASIS OF YOUR CLAIM AND 2) DAMAGES COULD NOT BE AVOIDED BY OUR USE OF ORDINARY CARE.

ANY LOSS RECOVERY YOU OBTAIN FROM THIRD PARTIES ON A PARTICULAR CLAIM WILL REDUCE THE AMOUNT OF ANY OBLIGATIONS WE MAY HAVE TO YOU ON THAT CLAIM AND YOU WILL IMMEDIATELY NOTIFY US OF ANY SUCH RECOVERY. YOU AGREE TO PURSUE ALL RIGHTS YOU MAY HAVE UNDER ANY INSURANCE POLICY YOU MAINTAIN IN CONNECTION WITH ANY LOSS AND TO PROVIDE US INFORMATION REGARDING COVERAGE. OUR LIABILITY WILL BE REDUCED BY THE AMOUNT OF ANY INSURANCE PROCEEDS YOU RECEIVE OR ARE ENTITLED TO RECEIVE IN CONNECTION WITH THE LOSS. IF WE REIMBURSE YOU FOR A LOSS COVERED BY INSURANCE, YOU AGREE TO ASSIGN US YOUR RIGHTS UNDER THE INSURANCE TO THE EXTENT OF YOUR REIMBURSEMENT.

#### **10. Indemnification**

To the greatest extent permitted by law, You agree to indemnify and hold us and our officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries, and/or insurers (the “Indemnified Parties”) harmless from and against losses, damages, suits, and expenses, including reasonable attorneys’ fees, that we may incur, without regard to the merit or lack thereof, arising out of, in connection to or related in any way to (i) taking any or not taking any action that we are entitled to take pursuant to this Agreement; (ii) any action or omission by you; (iii) from your use of services provided under this Agreement; (iv) the matters set forth herein; or (v) our action or inaction in reliance upon oral, written or electronic instructions or information provided by or received from you. The Indemnified Parties are not responsible for actions or omissions by any third party, except as provided by applicable law. This section will survive termination of your Account and of this Agreement.

#### **11. Reimbursement of Losses.**

If we take any action to collect debt incurred by you or other amounts you owe us under this Agreement or to defend ourselves in a lawsuit brought by you where we are the prevailing party, you agree to reimburse us for our losses, including, without limitation, reasonable attorneys’ fees, to the extent



permitted by applicable law. We may charge your Card or Account for our losses without prior notice to you. This section does not, in any case, reduce our liability to you as described in under this Agreement.

## VI. GOVERNING LAW AND DISPUTES

### 1. Governing Law

This Agreement is governed by the laws of the State of Tennessee, and any credit extended to you is extended in and from Tennessee, regardless of where you reside or use your Account. Your Account and Card are opened with Bank in Tennessee and all Cards, Accounts and property in such accounts are subject to Tennessee law. All actions relating to your Account or Card, including this Agreement, will be governed by the laws and regulations of the United States and the State of Tennessee (to the extent that laws of the State of Tennessee are not preempted by federal law). Federal law and the laws of the State of Tennessee shall be applied without giving effect to principles of conflicts of law.

To the extent any dispute arising under this Agreement or relating in any way to your Account, Card or your relationship with us is not arbitrated, you consent to the jurisdiction of, and agree that such dispute will be resolved by, the federal or state court located in Shelby County, Tennessee.

Subject to applicable law, you must file any lawsuit (to the extent permitted by this Agreement) or arbitration against us within one (1) year after the claim arises, unless federal law or the laws of the State of Tennessee or an applicable agreement requires a longer time. This limit is in addition to limits on notice as a condition to making a claim. If applicable law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as one (1) year, you agree to the shortest permitted time under Tennessee law. Any action against us must be brought within the period that the applicable law requires us to preserve records unless applicable law or this agreement provides a shorter limitation period.

### 2. Class Action Waiver.

**WHERE PERMITTED BY APPLICABLE LAW, YOU AGREE THAT YOU MAY BRING CLAIMS (AS DEFINED BELOW) AGAINST THE BANK OR ANY OTHER INDEMNIFIED PARTY ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.** You may not: (1) participate in a class action in court or in arbitration, either as a class representative, class member, or otherwise; (2) act as a private attorney general in court or in arbitration; (3) join or consolidate Claims (as defined in the *Arbitration* section below) by or against you with claims by or against any other person, and the arbitrator will have no authority to conduct any such class, private attorney general, or multiple-party proceeding; or (4) have a jury decide the Claim. This section does not apply to you, if you are a member of the Armed Forces or a dependent covered by the Military Lending Act.

### 3. Arbitration

**PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. THIS ARBITRATION PROVISION WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. THIS ARBITRATION PROVISION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU, ON THE ONE HAND, AND US OR ANY INDEMNIFIED PARTY, ON THE OTHER HAND, WILL BE SUBJECT TO INDIVIDUAL ARBITRATION.** This Arbitration provision does not apply to you if, as of the date of this Agreement, you are a member of the Armed Forces or a dependent of such member entitled to protection under the Federal Military Lending Act. The following Arbitration provisions will apply:

**A. General.** This Arbitration provision replaces any existing arbitration provision with us and will stay in force no matter what happens to your Account, including the closing of your Account. Either you or we may elect to arbitrate or require the other party to arbitrate any Claim (as defined below) under the following terms and conditions. If you do not opt out, for a dispute subject to arbitration neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) participate in a class action in court or in arbitration, either as a class representative or a class member; (3) act as a private attorney general in court or in arbitration; or (4) join or consolidate your Claim(s) with claims of any other person. The right to appeal and the right to discovery are more limited in arbitration than in court. Other rights that you would have if you went to court may also not be available in arbitration.

**B. Definitions.** The following definitions apply to this Arbitration provision, even if terms defined in this Arbitration provision are defined differently elsewhere in this Agreement: (1) “We,” “us,” and “our” mean Bank, any subsequent holder of this Agreement, Neon Money, or Indemnified Party. Also, these terms include the parents, subsidiaries, affiliates, and successors of such company, as well as the officers, directors, agents, and employees of any of the foregoing. These terms also include any party named as a co-defendant with us in a Claim asserted by you, such as marketing companies, credit bureaus, credit insurance companies, credit card or loan servicers, and debt collectors; (2) “You,” “your”, and “yours” include each and every cardholder, you and/or Authorized User; (3) “Administrator” means the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 800-778-7879 or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 800-352-5267; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve, and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party initiating an arbitration selects the Administrator. Notwithstanding any language in this Arbitration provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that would purport to override subsection below captioned *No Class Actions* (the “Class Action Waiver”); (4) “Claim” means any claim, dispute or controversy between you and us or Neon Money that in any way arises from or relates to this Agreement or the Account, or any other agreement related to your Account or any such service, including disputes arising from actions or omissions prior to the date of this Agreement. “Claim” has the broadest reasonable 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). However, it does not include disputes about the validity, enforceability, coverage, or scope of this Arbitration provision or any part thereof (including, without limitation, the Class Action Waiver, the final sentence in subsection below under the caption *Survival, Severability, Primacy* and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide. Claim does not include: (i) any individual action brought by you or us in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court; (ii) the exercising of any self-help rights by you or us; or (iii) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action, or litigation will not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Arbitration provision.

**C. Starting or Demanding Arbitration.** To start an arbitration, the party asserting the Claim (the “Claimant”) must commence the arbitration in accordance with the Administrator’s rules. To demand arbitration of a Claim, the party defending the Claim (the “Defending Party”) must give the Claimant a written demand for arbitration. This demand may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If an arbitration is commenced, or an arbitration demand is given, the Claim will be resolved by arbitration under this Arbitration provision and the applicable rules of the Administrator then in effect.

**D. No Class Actions or Jury Trials.** Notwithstanding any language herein to the contrary, neither you nor we will have the right to: (1) participate in a class action in court or in arbitration, either as a class representative, class member or otherwise; (2) act as a private attorney general in court or in arbitration; (3) join or consolidate Claims by or against you with claims by or against any other person, and the arbitrator will have no authority to conduct any such class, private attorney general, or multiple-party proceeding; or (4) have a jury decide the Claim.

**E. Location and Costs.** Any arbitration hearing shall take place in Memphis, Tennessee, unless the parties agree to a different location in writing. The party initiating the arbitration (or any appeal of the first arbitration award) shall pay the initial filing fee. If you file the arbitration and cannot obtain a waiver of the Administrator'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. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. All fees and costs will be allocated in accordance with the rules of arbitration forum. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expense, regardless of who prevails, but the arbitrator will have the authority to award attorneys' fees and expert witness fees and costs to the extent permitted by this Agreement, the forum's rules, or applicable law.

**F. Arbitrator Selection and Discovery.** The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, unless the parties agree otherwise, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable code of the FAA. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, as set forth in this subsection H (Effect of Arbitration Award).

**G. Effect of Arbitration Award.** Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"); and (2) Claims involving more than \$50,000. If permitted by the Administrator's rules, for Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider anew any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. The costs of any appeal will be borne in accordance with the *Location and Costs* subsection above.

**H. Governing Law.** This Agreement governs transactions involving interstate commerce and accordingly this Arbitration provision will be governed by the FAA and not by any state law concerning arbitration. The arbitrator will 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 will be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory, and punitive damages (which will 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 will write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration provision, and the Administrator's rules.

**I. Survival, Severability, Primacy.** This Arbitration provision will survive the termination of this Agreement, your fulfillment or default of your obligations under this Agreement, and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Arbitration provision and the Administrator's rules or other provisions of this Agreement, this Arbitration provision will govern. If any portion of this Arbitration provision, other than the Class Action/Jury Trial Waiver, is deemed invalid or unenforceable, the remaining portions will nevertheless remain in force. If a determination is made with respect to any Claim that the Class Action/Jury Trial Waiver, or any portion therein, is unenforceable, this sentence of the Arbitration provision will remain in force and any remaining provisions determined unenforceable, will be null and void, provided that the determination concerning the Class Action/Jury Trial Waiver will be subject to appeal.

**J. Amendment/Termination.** Notwithstanding any provision of this Agreement to the contrary, we will not amend this Arbitration provision in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration provision in its entirety.

#### **4. Miscellaneous; Waiver; Entire Agreement; and Severability**

You agree that any act or omission made by us in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in the State of Tennessee, or any rule or regulation of the State of Tennessee or a federal agency having jurisdiction over the Bank, shall constitute ordinary care. Unless otherwise specified or required by law, we do not assume any fiduciary obligation on your behalf. Unless required by law, this means that we do not act as your trustee or financial advisor, and we do not assume any responsibility for your Account beyond reasonable care.

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. Without limiting the generality of this section, we may waive finance charges or fees that we may charge you without notifying you and without losing our right to charge them in the future.

If you and Bank have entered into any other agreement related to additional bank services offered in connection with your Card or Account (“Other Agreement”), this Agreement and the Other Agreement shall be read together as if one agreement. If any term of such Other Agreement conflicts with any term of this Agreement, this Agreement shall control. If any statement that is made by one of our employees, our affiliates’ employees, or by Neon Money or Neon Money’s employees or affiliates conflicts with this Agreement, the terms of this Agreement shall govern.

This Agreement is the final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. If any of the provisions of this Agreement are held to be unenforceable or invalid for any reason, the remaining provisions hereof will nevertheless remain enforceable, and will be interpreted in such a manner to preserve the enforceability of this Agreement to the maximum extent permitted by applicable law.

The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Agreement.

You must notify us through Neon Money of any change of address, email address, or phone number, or any material change to information you provided us in your application to open a Card and Account. Any notice we provide to you will be binding and sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service or if a company in the business of providing correct addresses informs us that the address in our records no longer matches your address.

You acknowledge that data, including emails, may be accessed by unauthorized third parties when communicated between you and the Bank (or Neon Money), using the Internet, telephone, or other electronic devices. We are not responsible for any misdirected data or disclosures that occur as a result of your use of third-party electronic communication channels.

Termination of this Agreement shall not impact any right or obligation arising prior to termination, and in any event, the parties agree that any right or obligation which, by its nature, should survive termination of this Agreement will survive any such termination (including, but not limited to this section and the Arbitration provisions of this Agreement).

## 5. 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 Residents:** The applicant, if married, may apply for a separate account. After credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor and each applicant may be liable for all amounts of credit extended under this account to each joint applicant.

**Maryland Residents:** If you are a Maryland resident as of the date you accept this Agreement, as evidenced by your billing address, to the extent, if any, that Maryland law applies to this Agreement and your Account and is not preempted by federal law, we elect to offer your credit account under Subtitle 9 (Credit Grantor Open End Credit Provisions) of Title 12 of the Maryland Commercial Law, and finance charges will be imposed on your Account in amounts and rates not in excess of those permitted by Maryland law.

**Massachusetts Residents:** Massachusetts law prohibits discrimination on the basis of the race, color, religious creed, national origin, sex, gender identity, marital status or sexual orientation.

**New Hampshire Residents.** If you prevail in any action, suit or proceeding we bring or in an action you bring in connection with this Agreement, reasonable attorneys' fees shall be awarded to you. If you successfully assert a pertinent defense, set off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys' fees as the court deems appropriate.

**New Jersey Residents:** (1) The section headings of this Agreement are a table of contents and not contract terms. (2) You agree to pay our reasonable attorney's fees, up to 20% of outstanding principal and interest, paid in the collection of this account to an attorney who is not our employee. (3) Provisions of this Agreement that refer to acts or practices that apply as permitted by, or except as prohibited by, applicable law are applicable to New Jersey residents only to the extent that such acts or practices are permitted by New Jersey or Federal law.

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

**Married Wisconsin Residents:** Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, 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. You understand we may be required to give notice of this

**Account to your spouse. Married Wisconsin residents must furnish the name and address of their spouse to us at [support@neonmoneyclub.com](mailto:support@neonmoneyclub.com).**

**New York, Rhode Island and Vermont Residents:** We may obtain at any time your credit reports, for any legitimate purpose associated with the Account or the application or request for an Account, including but not limited to reviewing, modifying, renewing and collecting on your Account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees and grace periods. New York State Department of Financial Services - (800) 342-3736 or <https://www.dfs.ny.gov/>.

## **VII. 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, reach out to us via chat in the App or send us an email at: [support@neonmoneyclub.com](mailto:support@neonmoneyclub.com).

In your communication to us, please provide the following information:

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

You must contact us:

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

You must notify us of any potential errors *in writing* via our self-service option in the App, or by reaching out to us via chat in the App, or by (1) writing to us via email at [support@neonmoneyclub.com](mailto:support@neonmoneyclub.com), (2) Calling us at (844) 606-4668, or (3) sending us a detailed letter via US Mail to: Cardholder Services, P.O. Box 540190, Omaha, NE 68154-0190.

### **WHAT WILL HAPPEN AFTER WE RECEIVE YOUR COMMUNICATION**

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

1. Within 30 days of receiving your communication, we must tell you that we received your communication. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your communication, 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 apply an interest calculation 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 reach out to us via the methods provided above 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 these rules, you do not have to pay the first **\$50.00** 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 Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase.

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

1. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the Purchase price must have been more than \$50. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the Purchase. Purchases made with cash advances from an ATM or with a check that accesses your Card account 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 the App, by email to [support@neonmoneyclub.com](mailto:support@neonmoneyclub.com), or by phone at (844) 606-4668.

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.

**FACTS WHAT DOES EVOLVE BANK & TRUST DO WITH YOUR PERSONAL INFORMATION?**

<p><b>Why?</b></p>	<p>Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.</p>	
<p><b>What?</b></p>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• account balances and payment history</li> <li>• credit history and credit scores</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<p><b>How?</b></p>	<p>All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Evolve Bank &amp; Trust chooses to share; and whether you can limit this sharing.</p>	
<p><b>Reasons we can share you personal information</b></p>	<p><b>Does Evolve Bank &amp; Trust share?</b></p>	<p><b>Can you limit this sharing?</b></p>
<p><b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</p>	<p><b>Yes</b></p>	<p><b>No</b></p>
<p><b>For our marketing purposes</b> to offer our products and services to you</p>	<p><b>Yes</b></p>	<p><b>No</b></p>
<p><b>For joint marketing with other financial companies</b></p>	<p><b>No</b></p>	<p><b>We do not share</b></p>
<p><b>For our affiliates’ everyday business purposes</b> information about your transactions and experiences</p>	<p><b>Yes</b></p>	<p><b>No</b></p>
<p><b>For our affiliates’ everyday business purposes</b> information about your creditworthiness</p>	<p><b>No</b></p>	<p><b>We do not share</b></p>



<b>For our affiliates to market to you</b>	<b>No</b>	<b>We do not share</b>
<b>For nonaffiliates to market to you</b>	<b>No</b>	<b>We do not share</b>

<b>Questions</b>	<a href="mailto:support@neonmoneyclub.com">Email: support@neonmoneyclub.com</a> or Phone: (844) 606-4668
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## Privacy Policy Continued

<b>Who we are</b>	
<b>Who is providing this notice?</b>	Evolve Bank & Trust

<b>What we do</b>	
<b>How does Evolve Bank &amp; Trust protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Evolve Bank &amp; Trust collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>● apply for a loan or open an account</li> <li>● give us your contact information or pay your bills</li> <li>● Use your credit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies.
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>● <i>Evolve Bank &amp; Trust does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>● <i>Evolve Bank &amp; Trust does not jointly market.</i></li> </ul>

<b>Other important information</b>
<b>For California Customers:</b> We will limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

