Aven

RATES AND FEES

(Capitalized terms not defined in the table are defined in the Aven Bitcoin Card Cardholder Agreement below - See *Definitions*)

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	Your initial variable APR is **7.99%-11.99%** Your APR **varies** with the market based on the Index (as defined below). A Margin (as defined below) is added to the Index to determine your APR. This variable APR applies to any purchases, lease, or acquisition for or of any goods or services. See - *Grace Period* below for more details.
Revolving Plans	If available to you, you may be able to request cash outs, balance transfers, or other transactions made available to you by us from time to time, as a revolving balance transaction based on your purchase APR with a payment equal to (i) a percentage of the amount transferred or cashed out plus (ii) any fees or interest assessed in the current cycle. ***See Section 18 - Revolving Plans***.
APR for Aven Simple Loans	**6.99% - 11.99%** If an Aven Simple Loan option is available to you, its APR will be in the above range and is set at the time of the transaction. Aven Simple Loans are fixed term, fixed rate, fully amortizing loans that can be used for balance transfers and cash outs. You may prepay your Aven Simple Loan at any time without penalty. Aven Simple Loan term: up to 10 years. ***See Section 17 - Aven Simple Loans***.
Credit Limit	Your initial Credit Limit is based on the percentage you select during the application process (for example 30%), as approved by us, and the value of the Eligible Digital Assets initially deposited and pledged with the Custodian, as determined by us in our sole discretion based on our selected pricing source(s) (rounded down to the nearest $100). Your initial Credit Limit will be between $1,000 and $1,000,000, subject to applicable law. We may reduce your Credit Limit as is determined by us in our sole discretion based on the value of your Collateral or other factors, such as our credit and risk policies. Until you deposit the required Eligible Digital Assets, your Credit Limit will be $0.

Variable APR-- Index	We use the Prime Rate to set the base for APRs ("Index"). The Prime Rate is published periodically by *The Wall Street Journal* in its "Money Rates" section. Variable APRs are based on the <_____%> Index as of <___/___/_____>. **The Index will not go below 3.5% for rate calculation purposes.**
Variable APR-- Margin	<<__________>> is added to the Index to determine your variable APR for purchases, balance transfers, and cash outs.
Interest Only	We may offer you the option to initially pay only the total monthly interest on your Aven Simple Loan, with the outstanding balance being due at the end of the interest only term (an "**IO Plan**").
Security Interest/Lien	Your obligation to pay any amounts outstanding under this Agreement is secured by the Eligible Digital Assets held by the Custodian. See: ***Sections 8-10 - Security Interests***.
Balance Loan To Value (BLTV) Triggers	**Locked Draw Percentage:** initially set at 69.99%; which if breached will result in a block on your Account, ACH functionality will be disabled, and you may only pay via wire. **Partial Liquidation Trigger Percentage**: initially set at 79.99%; which if breached will result in a liquidation of Collateral until your Account is below the LTV Ratio, subject to the terms of this Agreement. **Full Liquidation Trigger Percentage:** initially set at 84.99%; which if breached results in **the complete liquidation of the Collateral and the closing of your Account.** See ***Section 29- Definitions*** If your Account is **late by 1 or more days** after the due date in your statement, we may: (x) block usage of your Account for future usage or extension and (y) **liquidate sufficient Collateral in order to bring your Account current.** At our sole discretion, we may change any of these trigger percentages due to price fluctuations in the applicable Eligible Digital Asset, market volatility, internal risk assessments, or other external factors. We will try to provide you notice of the change, but we may be unable to in a timely manner. ***See Section 11 - Credit Limit Reduction; Account Blockage; Liquidation; Late Payments.*** See ***Section 16 - Collateral Value Preservation*** as to our ability to convert Collateral. **Any Collateral liquidation may result in a taxable event to you.**
Paying Interest Charges (Grace Period)	Your due date is at least 21 days after the close of each billing cycle (25 days if you are a resident of Virginia). We will not charge you any interest on purchases if you pay your entire balance (or, if you have an Aven Simple Loan, the balance adjusted for any Aven Simple Loan) by the due date each month. We will charge you interest on balance transfers or cash outs taken as an Aven Simple Loan or Revolving Plan beginning on the date the transaction is posted to your account.
Minimum Interest Charge	There is no minimum interest charge.

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	
Set-up and Account Maintenance Fees	
Annual Fee	**None**
Additional Card (Authorized User) Fee; replacement card fee	**$50**
Origination Fee	**None**
Eligible Digital Asset Fees	
Network Fees	Any network fees related to or arising out of any deposit or withdrawal of Eligible Digital Assets with the Custodian that are estimated to be no more than **$50 per transaction.** The fee is collected and retained by the network on transfer.
Liquidation Fee	In connection with a complete liquidation pursuant to the breach of the **Full Liquidation Trigger Percentage, you will be charged** a liquidation fee in an amount of up to **2% of the gross liquidation value.** This fee is charged by our servicer, Aven Financial, Inc. and will be deducted from the proceeds remaining after the liquidation of all Collateral and payment of your outstanding Account balance, subject to applicable law.
Transaction Fees	
Balance Transfer	**The greater of $5 or 1.0%** of each Balance Transfer.
Cash Outs	**The greater of $5 or 1.0%** of each Cash Out.
Foreign Transaction	**None**
Penalty Fees	
Late Payment	**$29**
Over-the-Credit Limit	**None**
Returned Payment	**None**

Account Activation: Account activation is contingent on: (1) the completion of a formal credit inquiry (also known as a "Hard Pull"), and (2) the completion of any fraud review. If you have a credit freeze in place, you must remove the freeze to apply, failure to do so will prevent us from being able to review your credit application. Failure to complete any required step will delay the opening of your Account and access to your Credit Limit. If all required steps are not completed, as determined by us at our sole discretion, within 30 days of our initial request, we reserve the right to close your Account. **In addition, if after your final approval, you fail to deposit and have accepted and settled with the Custodian (all as determined by us in our discretion) a sufficient value of Eligible Digital Assets to**

support your requested Credit Limit and applicable Minimum Collateral Value within 180 days of your final approval (the "Period"), we reserve the right to close your Account.

How We Will Calculate Your Balance: We use a method called "average daily balance (including current transactions)." See your Account Agreement for details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided below in the section titled "Your Billing Rights" below.

Variable Rate Information: The periodic rate for variable APRs may vary with the Prime Rate, but will never exceed 14.99% APR over the life of the Credit Limit. The APR includes only interest and no other costs. See below for more details.

AutoPay Reduction: Currently there is no AutoPay (as defined) discount. If we subsequently enable an APR discount due to the use of AutoPay, you may be entitled to a reduction to your APR (subject to any minimum APRs and as determined in our discretion) if you enroll and maintain enrollment in our autopay feature ("AutoPay") as described in the then applicable AutoPay Service Agreement, as amended or replaced. If the AutoPay discount is available, you will not be required to sign-up for AutoPay. If you do not timely enroll in AutoPay or later cancel AutoPay, your APR may be increased on the first day of the billing period that begins at least 45 days after cancellation. We reserve the right to (i) not offer, (ii) change, or (iii) terminate the AutoPay program at any time and with or without notice, at our discretion.

Daily Periodic Rate: The Daily Periodic Rate ("DPR") equals the applicable APR divided by 365.

IMPORTANT STATE INFORMATION

California Residents. As required by California 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.

Utah Residents. As required by Utah 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 obligation. Utah Code Ann. §70C-7-107(3)(c). The Account Agreement is the final expression of the credit agreement between the parties and it may not be contradicted by evidence of an alleged oral agreement. Utah Code Ann. §25-5-4(2)(d).

Maryland Residents. This Agreement is governed by federal law, Washington law, and, to the extent not preempted and where otherwise applicable, Title 12, Subtitle 9 of the Maryland Commercial Law Article. Md Code Ann., Com. Law §§12- 913, 12-913.1.

IMPORTANT INFORMATION ABOUT OPENING A NEW 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 opening an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, social security number, telephone numbers, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Thank you for opening an Aven Bitcoin Card account (“Account”) with Coastal Community Bank (NMLS 462289). This Aven Bitcoin Card Cardholder Agreement and the Rates and Fees table above (collectively, the “Agreement”) contain the terms of your agreement with us and governs how we obtain and maintain a security interest in the Eligible Digital Assets held by the Custodian, the use of your Account, and any physical, digital, or virtual card, checks, or other means to access your Account (collectively, the “Card”).

In this Agreement, Coastal Community Bank and its agents, authorized representatives, successors, and assignees will be referred to as “we”, “us” and “our” and the undersigned cardholder(s) will be referred to as “you” and “your.”

See - Definitions for certain defined terms

Please read this Agreement carefully and keep it for future reference.

1. **RESPONSIBILITY.** Your application, any Card carrier that we send with your Card, any document accompanying your Card, any automatic payment plan form, any other written documents evidencing any transactions made under your Account or signed by you (or an authorized user) in connection with your Account, any notices that we send to you, and/or any special credit terms disclosed to you in writing, are part of and incorporated into this Agreement. An electronic record of your request for acceptance of an Account or the consummation of a sales transaction under this Agreement can represent your signature of this Agreement. By signing or permitting others to sign the Card or credit application, or by using or permitting others to use your Card or Account number, you accept these terms and conditions and assume responsibility for all credit extended through use of the Account, except that your liability for unauthorized use will be limited as hereinafter provided. Any Card remains our property and shall be surrendered upon our request. The Account and its privileges are not transferable by you and may be canceled or revoked or the Credit Limit may be reduced or frozen by us under certain conditions in this Agreement. We have no responsibility for the refusal of any seller to honor the Account, or for merchandise or services purchased through use of the Account, other than as explained under the Section of this Agreement titled “Your Billing Rights,” below. You may not use the Card or our account for transactions restricted by the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA), illegal transactions, or transactions otherwise prohibited by law are prohibited from being processed through the Account.

2. **UNAUTHORIZED USE, LOSS, OR THEFT.** If your Card is lost or stolen, or you think someone else may be using your Card without your permission, you must notify us immediately by calling Aven Customer Service toll-free at 877.761.1080, or by using the Aven Card mobile app. You can limit your liability if you immediately notify us of any unauthorized usage after the earlier of when: (i) you become aware of such charges or (ii) you receive a statement with the unauthorized charges, as set forth under applicable law.

3. **CREDIT LIMIT; VARIABILITY.** We assign a Credit Limit to your Account based on the initial value of your Collateral. You acknowledge that your access to your Credit Limit is not fixed but is a dynamic value calculated based on the Collateral Market Value and your selected LTV Ratio. Your accessible Credit Limit will automatically adjust downward with changes in the Collateral Market Value, without prior notice to you. Your Credit Limit for the prior statement period is also shown on each billing statement. You agree to manage your Account so that all transactions under the Account (including any fees and finance charges) do not exceed your available Credit Limit. In the event you incur charges in amounts exceeding any maximum authorized limit, you are responsible to pay such amounts. Any overage amount of a limit allowed is not deemed to be an increase in any applicable limit. Disputed balances may reduce your accessible Credit Limit until the time that such dispute is resolved, though you will not be charged interest on any disputed balance or be required to pay it during the duration of the dispute.

4. **DRAW PERIOD.** You will have up to five (5) years to use your Credit Limit. The periods that you may use your Credit Limit consist of five (5) one-year periods (each a “Period”). Each Period is automatically renewed for the next year, unless otherwise determined by us. Upon Account closure, Period non-renewal, or the end of the final Period (whichever is sooner), you will no longer be able to use your Credit Limit. Actions that may result in non-renewal include: (a) non-use of the Card or Account; (b) excessive payment reversals; (c) you (or an Authorized User) have engaged in fraudulent or criminal behavior (as determined by us) regarding the Card, its benefits, or the Account; or (d) there is material under-utilization of the Credit Limit (as determined in our discretion, subject to applicable law; your limit may also be resized in our discretion).

5. **MATURITY DATE.** Your Account is payable in full on the last date of the term of your Account, which is 15 years

from Account opening date, unless otherwise agreed to by the parties, (the "Maturity Date"). On the Maturity Date, any outstanding purchase balance then due, along with any accrued finance charges, fees, and other items, will be owed in a single payment. Provided you are not in default, any Aven Simple Loan will remain outstanding for its stated term and remain subject to the terms of this Agreement, as may be amended.

6. **COLLATERAL DEPOSIT.** Before the end of the Period, you must deposit a sufficient value of Eligible Digital Assets with the Custodian to support your requested Credit Limit and applicable Minimum Collateral Value, and such Eligible Digital Assets are accepted and settled with the Custodian in the Collateral Account (all as determined by us in our discretion). **Failure to deposit such assets within the Period may result in the cancellation of your Account.** You acknowledge and agree that we only accept Eligible Digital Assets and will refuse any transfer that does not qualify. We are not responsible for any loss if you transfer any assets (Eligible Digital Assets or otherwise) to an incorrect address or the transfer fails to be completed for any reason, even if to the address provided. We are not responsible for assisting you with retrieving your transferred assets. You are responsible for any costs, expenses, losses or damages of any kind of nature that you or we may incur as a result of any attempt to transfer to us Eligible Digital Assets or any other asset.

7. **COLLATERAL WITHDRAW.** You may withdraw Eligible Digital Assets provided all of the following are true:

a. your Account is current;

b. your current BLTV (including any disputed amounts) has declined below your applicable LTV Ratio over the immediately preceding 7 Business Days prior to the date of your withdrawal request;

c. the remaining Collateral Market Value satisfies your applicable Minimum Collateral Value requirement; and

d. the market value of the requested withdrawal amount, as determined in our sole discretion, is not reasonably likely to result in a breach of any of the locked or liquidation triggers set forth in Section 12 at the effective date of the withdrawal or within a reasonable time thereafter, as determined in our sole discretion.

8. **SECURITY INTEREST.** You hereby:

a. pledge, assign, transfer and deliver to us, and grant to us a continuing, unconditional security interest in all of your present and future right, title, and interest in and to the following (collectively referred to as the "**Collateral**"), whether now existing or hereafter arising and whether held directly or indirectly, to secure the obligations that you incur in connection with your Account, whether now existing or hereafter arising:

i. the Collateral Account;

ii. all Eligible Digital Assets now or in the future held in, on deposit in or otherwise allocated to the Collateral Account (including, without limitation, any asset transferred to the Collateral Account after the date hereof by you pursuant to Section 6);

iii. any other digital asset or cryptocurrency now or in the future issued with respect to any of the foregoing Eligible Digital Assets as a result of a fork or other event that results in the holders of Eligible Digital Assets receiving additional or replacement assets (whether or not such other asset is held in, on deposit in, or otherwise allocated to the Collateral Account);

iv. all rights to receive delivery of or withdraw any of the foregoing assets from the Custodian and all rights against the Custodian with respect to the Collateral Account, any of the foregoing assets, and the proceeds thereof; and

v. all products and proceeds of the foregoing.

b. agree that the security interest granted by you constitutes a valid, first-priority security interest in the Collateral, and will constitute a valid, first priority security interest in later-acquired Collateral.

c. agree and acknowledge that (i) we (or our agent) are authorized, on our own behalf and on your behalf and for your benefit, to agree with Custodian that any Collateral to be transferred by you to the Collateral Account with the Custodian is a "financial asset," as that term is defined in UCC Article 8 and that with respect to the Collateral Account, Custodian shall act as a "securities intermediary" as that term is defined in UCC Article 8; (ii) the Collateral Account is a "securities account" governed under UCC Article 8, the Collateral therein is a "financial asset," and we have a "securities entitlement" in, and "control" of, the Collateral Account and all of the

Collateral you transfer to the Collateral Account; (iii) our “control” of the Collateral Account establishes for us a perfected security interest in the Collateral pursuant to all applicable sections of the UCC regarding the Collateral; and (iv) with respect to the Collateral Account and the Collateral you transfer to the Collateral Account, Custodian will comply with orders and instructions from us, and only from us, without further consent by, or instructions from, you.

d. agree that notwithstanding any termination of this Agreement, our security interest in the Collateral shall remain in effect for so long as any obligations incurred in connection with your Account remain outstanding under this Agreement.

e. agree that we have the rights stated in this Agreement with respect to the Collateral, including complete liquidation, in addition to all other rights which we may have by law.

f. authorize us at any time and from time to time, at your expense, to file in any jurisdiction any financing statements and amendments that: (i) name the Collateral as collateral thereunder, regardless of whether any particular Collateral falls within the scope of the UCC; (ii) contain any other information required by the UCC for sufficiency or filing office acceptance, including organization identification numbers; and (iii) contain such language as we determine helpful in protecting or preserving rights against third parties. You ratify any such filings made prior to the date hereof.

g. acknowledge and agree that your obligations under this Agreement shall be full recourse obligations of yours and that you are and shall remain personally liable to us for the payment in full of any obligations incurred in connection with your Account, including any deficiency amount resulting from the liquidation of the Collateral that is insufficient to repay your outstanding balance (including any fees or costs) in full.

h. agree that in addition to this Agreement, all liens, security interests, assignments, suretyship obligations, stock pledges, rights and remedies granted to us in this Agreement secure all obligations, debts and liabilities, plus interest thereon, of yours to us, as well as our claims against you, whether now existing or hereafter arising, whether related or unrelated to the purpose of this Agreement, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, and whether you may be liable individually or jointly with others, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

i. acknowledge and agree that your obligations under this Agreement shall be full recourse obligations to you and that you are and shall remain personally liable to us for the payment in full of the Balance and performance of all obligations hereunder;

j. agree that we may change the Custodian and Collateral Account location without notice to you;

k. agree that the holding of Collateral through the Custodian constitutes our use of reasonable care with respect to the custody and preservation of the Collateral; and

l. agree to pay any and all withholding or other taxes applicable to the Collateral and all payments made hereunder, including any taxes on any amounts so paid and, upon written request by us, will furnish us with evidence of payment thereof. Notwithstanding the foregoing, you authorize and direct us, at our discretion, to withhold from any proceeds any estimated amounts and remit them to the necessary agencies. You also authorize us to liquidate any Collateral necessary to pay any such obligations, as determined in our sole discretion.

9. **ATTORNEY-IN-FACT**. You hereby appoint us as your attorney-in-fact, with full authority in your place and stead and in your name or otherwise, from time to time while you are in default under this Agreement to take any action and to execute any instrument that we may deem necessary or advisable to enforce our rights under (including with respect to the Collateral), or accomplish the purposes of this Agreement, except for a confession of judgment, for receipt of service of process, or to appear on your behalf in a judicial proceeding (but we shall not

be obligated to and shall have no liability to you or any third party for failure to do so or take action). This appointment, being coupled with an interest, shall be irrevocable during the term of this Agreement. You hereby ratify all actions that as attorney-in-fact we may lawfully do or cause to be done by virtue hereof. If your state of residence is Rhode Island, you hereby appoint us as your attorney-in-fact solely for the purpose of executing a statutory power of sale.

10. SECURITY INTEREST ABSOLUTE. To the extent permitted by law, you hereby waive demand, notice, protest, notice of acceptance of this Agreement, Collateral received or delivered and all other demands and notices of any description. To the extent permitted by law, all of our rights and liens and security interests hereunder, and all Account balance and your other obligations of hereunder, shall be absolute and unconditional irrespective of:

a. any illegality or lack of validity or enforceability of this Agreement or Account balance or your other obligations hereunder or any related agreement or instrument, subject to applicable law;

b. any change in the time, place or manner of payment of, or in any other term of any balance or payment refunds, or any amendment or other modification of this Agreement or any other agreement, including any increase in the Credit Limit resulting from any extension of additional credit or otherwise;

c. any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Account balance or your other obligations under this Agreement;

d. any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Balance;

e. any default, failure or delay, willful or otherwise, in the payment of the Balance;

f. any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, you against us; or

g. unless your state of residence is Alabama as shown on the signature page of this Agreement, any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loan or any existence of or reliance on any representation by us that might vary your risk or otherwise operate as a defense available to, or a legal or equitable discharge of, you or any guarantor or surety.

11. VALUATION; ADDITIONAL COLLATERAL.

a. At any time, the market value of the Collateral in the Collateral Account will equal the market value of the Collateral determined by us in our reasonable discretion ("**Collateral Market Value**"). You agree that for purposes of calculating the Collateral Market Value we may take into account or disregard, at our sole discretion, the value of any new Eligible Digital Assets held in the Collateral Account created as the result of a forking or similar event that occurs after the date of this Agreement.

b. Once a year you may request in writing that we reduce your Credit Line and release any excess Collateral to you; provided that, at the time of such request and after giving effect to such reduction and release, your BLTV Ratio is at or below your current LTV Ratio. **In other words, you may only withdraw Collateral if your account is at or below your LTV Ratio after the withdrawal.** In evaluating any such request, we will take into account the Collateral's Market Value, any outstanding Account balance, and all other obligations under this or any other agreement with us. If these conditions are not satisfied, we will be under no obligation to release any Collateral.

c. We may from time to time offer you the opportunity to increase your Credit Limit. Any increase to your Credit Limit may require the deposit of additional Eligible Digital Assets to meet the required LTV Ratio for such Credit Limit. The mere increase in the Collateral Market Value will not result in an increase in your Credit Limit.

12. **CREDIT LIMIT REDUCTION; ACCOUNT BLOCKAGE; LIQUIDATION; LATE PAYMENTS**.

   a. If your Account's BLTV is:
      i. greater than the **Locked Draw Percentage** but less than the **Partial Liquidation Percentage**, your Account will be blocked, your Credit Limit will be inaccessible, ACH payment functionality will be disabled**, and you may only pay via wire or by debit card**. You may unblock your Account by either:
         1. depositing additional Collateral with the Custodian or
         2. paying down your Account's outstanding balance in order to reduce your BLTV Ratio to below the then applicable Locked Draw Percentage;
      ii. greater than the **Partial Liquidation Trigger Percentage** but less than the **Full Liquidation Trigger Percentage**, **your Account will remain blocked and you will have 72 hours** from delivery of our notice to either:
         1. do nothing and then once the period has passed, we will liquidate a sufficient amount of Collateral to reduce your total outstanding loan balance (including any fees, late payments, etc.) to bring your BLTV Ratio to the level of your LTV Ratio or
         2. deposit and have settled, as determined in our discretion, additional Eligible Digital Assets to bring your BLTV Ratio to your LTV Ratio;
      iii. equal to or greater than the Full Liquidation Trigger Percentage, **we may immediately liquidate all of the Collateral and your Account will be paid off in full and closed. <u>We may, but are not obligated to, provide you with notice of such liquidation, and any failure or delay in providing notice will not limit or impair our rights or remedies.</u>**

   b. If any **payment on your Account is late by 1 or more days** from its due date as set forth on your statement, we may: (x) suspend or block usage of your Account for future credit line usage or extension and (y) liquidate any Collateral and apply the proceeds to your outstanding obligations under this Agreement to bring your account current.

   c. You explicitly acknowledge that your Eligible Digital Assets are assets "customarily sold on a recognized market" (as defined under UCC § 9-611(d)) and **you waive any right to receive prior notice of a sale or disposition of your Collateral.** We are not liable for any loss caused by the timing or price of such liquidation.

   d. Any such adjustment to a trigger may take effect **immediately and without prior written notice to you**. <u>It is your sole responsibility to monitor your account health and the current trigger requirements.</u>

   e. We may, but are not obligated to, post the current triggers on our website or within the App. The failure to provide advance notice of a change in a trigger(s) will not constitute a waiver of our right to liquidate your collateral.

   f. A full liquidation of your Collateral is subject to all fees, including Network Fees, plus a liquidation fee of up to 2% of the gross liquidation value. This fee is charged by Aven Financial (our servicer) and will be deducted from the proceeds remaining after the liquidation of all Collateral and payment of your outstanding Account balance, subject to applicable law.

   g. In the event of a full liquidation pursuant to 12(a)(iii), you will receive any excess funds within 30 business days after the full liquidation, unless there is an outstanding dispute at which point you will receive the funds, if any, related to the dispute once the investigation is closed, subject to applicable law.

   h. **At our sole discretion, any of the trigger percentages may be changed due to price fluctuations in the applicable Eligible Digital Asset, market volatility, internal risk assessments, or other external factors. We will try to provide you notice, but we may be unable to in a timely manner**.

i. **ANY COLLATERAL LIQUIDATION MAY RESULT IN A TAX EVENT TO YOU.**

13. **CREDIT LIMIT USE.** We can refuse to make additional extensions of credit or reduce your Credit Limit (a) as set forth above in Section 12; (b) you are otherwise in default of a material obligation in this Agreement; (c) government action prevents us from imposing the annual percentage rate provided for or impairs our security interest; (d) a regulatory agency has notified us that continued advances under the Account would constitute an unsafe and unsound practice; (e) there is non-use of the Card or Account, as determined by us; (f) there are excessive payment reversals; (g) we find that there was fraudulent or criminal behavior (as reasonably determined by us) regarding the Card, its benefits, or the Account; or (h) there is material under-utilization of the Credit Limit (as determined in our discretion, subject to applicable law; limit may also be resized in our discretion). You can ask to access your full Credit Limit by requesting it through the Aven mobile app. Any access is subject to your current credit quality and not being in default under this Agreement.

14. **TERMINATION/ACCELERATION.** In addition to our rights in Section 13, we can refuse to make additional extensions of credit, reduce your Credit Limit, or terminate your Account and require you to pay us the entire outstanding balance (including any Aven Simple Loan balances) in one payment, along with certain fees if: (i) you engage in criminal or fraudulent behavior or there are material misrepresentations (each as reasonably determined by us) regarding the Card, its benefits, or the Account; (ii) you do not meet the repayment terms, (iii) you breach the **Full Liquidation Trigger Percentage**; (iv) your action or inaction adversely affects our rights in the Collateral, including any impairment in value, unauthorized transfer, or the creation or existence of any lien or encumbrance that is senior to or pari passu with our security interest . If you are in default on this Agreement because of any circumstance set forth in (i) - (iv), we may, at our option, enforce our security interest as set forth in this Agreement.

15. **PAYMENTS.** You agree to pay, in accordance with the amounts set forth in your billing statements, indebtedness incurred for purchases, cash out transfers, balance transfers, any other loan options (e.g., such as Aven Simple Loans), any applicable finance charge, any Annual Fee, any Late Payment fee, or any other fee imposed pursuant to this Agreement. If you are in breach of this Agreement, all additional costs and expenses incurred by us in connection therewith will be your responsibility to pay as set forth in this Agreement. You may make one-time or recurring payments by automated clearing house (ACH) transfers (subject to Section 12) by calling Aven Customer Service or through the Aven Card mobile app. You may also use your financial institution's bill pay system (if available) to make electronic payments. For the purpose of calculating interest, we will post your payment as of the day of receipt but may delay the availability of credit to your Account for up to 60 days if the payment is subject to clearing or a right of reversal or other rejection by you. Your payments to us must be made in U.S. dollars only. **Subject to Section 12 regarding Locked Draw Percentage triggers, payments must be made electronically, by wire or debit card. We do not accept payments in cash.**

16. **COLLATERAL VALUE PRESERVATION.** You agree and acknowledge that as a condition of providing you with the Account and Credit Limit that we have an obligation to preserve the Collateral's value (in any form) and limit any potential losses for either party or any subsequent holder of this Account or any receivable under the Account. **You further agree and acknowledge that the Collateral's value is extremely volatile and may decline rapidly and that we may act promptly to preserve the Collateral's value for the benefit of all parties to try to minimize any potential losses. As a result, while the Account has any outstanding balance that exceeds any then applicable trigger(s), you grant us the irrevocable right, in our discretion and without prior notice (to the extent permitted by law) to convert any portion of the Collateral to a more stable form of Collateral (e.g., convert BTC to U.S. Dollars), and to apply the proceeds to your outstanding obligations under this Agreement, subject to applicable law**. **We have no obligation to take any such action at any particular time and will not be liable for any losses resulting from the timing, manner, or execution of any such conversion, sale, or liquidation taken in accordance with this Agreement.**

    In connection with any conversion, you waive the right to any in-kind return of the Eligible Asset and acknowledge that this may result in the conversion of the Collateral into a more stable asset that results in the Collateral's valuation preservation.

You agree and acknowledge that any conversion of your Collateral is reasonable to preserve the Collateral's value and that such conversion is not a "collection action," even if your Account balance includes disputed amounts. The amount of the Collateral (as converted) relating to any disputed amount will be placed into an account for your benefit that will only be released to you or us (as applicable) upon the culmination of the dispute investigation. If the dispute is found to be in your favor, we will provide to you the value of the converted Collateral that supported the disputed amount(s). ***You agree to indemnify us and hold us harmless for any claim that the value of the converted Collateral is less than the value of the Collateral at any time (before or after such conversion).***

17. AVEN SIMPLE LOANS. You may be offered the ability to create an Aven Simple Loan for certain approved transactions.

Aven Simple Loans feature a fixed monthly payment for a fixed term. When an Aven Simple Loan is accepted the APR and other terms are set. Neither the applicable APR nor its monthly payment will change, subject to the terms of this Agreement.

The initial balance of an Aven Simple Loan includes: the amount of the transaction (cash out or balance transfer, etc.); and all applicable fees. See - Transaction Fees and Finance Charges.
You may prepay your Aven Simple Loan at any time without penalty.
If you prepay an Aven Simple Loan, the amount of any later payments will not change but the number of payments to repay the Aven Simple Loan may decrease. If you pay late or do not pay all of the amount due on an Aven Simple Loan, it may result in a larger final payment assuming no term extension.
Promotional offers with lower APRs may be available from time to time on some Accounts.

An Aven Simple Loan's monthly payment is included in your total monthly Minimum Payment Due.

Aven Simple Loan APRs:

- **6.99% - 11.99%** APR for all Aven Simple Loans
- 1- 10 year terms, unless the Aven Simple Loan is subject to an IO Plan, then 1-5 year terms.

18. REVOLVING PLANS. You may be offered the ability to request cash outs, balance transfers, or other transactions made available to you by us from time to time, as a revolving balance transaction ("**Revolving Plan**") based on your variable purchase APR with a payment equal to:

- a percentage of the amount transferred or cashed out **plus**
- any fees or interest assessed in the current cycle.

When a Revolving Plan is accepted the initial variable APR and other terms, such as payment percentage, are set. Your variable APR will be subject to change with changes in the Index. Your monthly payment may change each billing cycle. <u>Revolving Plans do not have a grace period</u>.

You may prepay your Revolving Plan at any time without penalty.

Promotional offers with lower APRs may be available from time to time on some Accounts.

Each Revolving Plan's monthly payment is included in your total monthly Minimum Payment Due.

19. IO PLANS. At our discretion we may allow you to pay monthly only the accrued interest and fees on your Aven Simple Loan. The payment of only accrued interest and no principal amount will result in a lump-sum payment of the then full outstanding principal amount at the end of this plan.

20. PERIODIC STATEMENT AND MINIMUM PAYMENT. We will send you a statement for each billing cycle if your account has a debit or credit balance greater than $1, accrues interest, or undergoes other activity, as required by law. You agree to pay at least the Minimum Payment Due shown on your statement by the due date shown on the statement.

If your Account's total balance is less than or equal to $25, your Minimum Payment Due (rounded up to the nearest whole dollar) will equal your Account's balance.

If your Account's total balance is greater than $25, your Minimum Payment Due will be equal to past-due amounts (including unpaid fees and interest) plus the *greater* of $25 or the sum of:

- 1% of the purchase principal balance plus any fees or interest assessed in the current cycle, unless you have an IO Plan at which point only the accrued interest and fees would be payable, and,
- amounts over your Credit Limit, and
- any applicable plan payment

Paying only the Minimum Payment Due (with or without any IO Plan) may not repay any of the principal or may repay less than the outstanding balance. Your Minimum Payment Due may not be sufficient to fully repay the principal that is outstanding on your Account. If they are not sufficient, you will be required to pay the entire outstanding balance in a single payment on the Maturity Date. A credit posting from a merchant or reversal of fees does not constitute a payment towards the Minimum Payment Due.

21. PAYMENT ALLOCATION.

Payments (including any proceeds from Collateral liquidations) are allocated first to the oldest amounts due, pro-rata based on these amounts, then to the next oldest, until all amounts due are fully paid or the payment is fully allocated, whichever is first.

After your Minimum Payment Due, any remaining funds remaining from your payment are allocated to your balances from highest APR to the lowest APR:

If you have the option, you can direct us to allocate amounts over your Minimum Payment Due to your purchase balances, fixed payment plans (Aven Simple Loans etc.), and Revolving Plans, pro-rata based on their outstanding balances (each pre-payment rounded to nearest whole cent).

Once you can no longer use your Credit Limit, all payments will be allocated in accordance with the paragraph immediately above.

All amounts allocated up to your Minimum Payment Due will first pay fees, then interest, and then principal. Any payments over your Minimum Payment Due may reduce outstanding principal.

If your Account is in default, we may elect any payment allocation, subject to applicable law.

22. SCHEDULE OF FEES.

- Annual Fee: None
- Additional Card (Authorized User) Fee/Replacement Card fee: $50
- Balance Transfer Fee: The greater of $5 or <<1.0%>> of each Balance Transfer.
- Cash Out Fee: The greater of $5 or <<1.0%>> of each Cash Out.
- Foreign Transaction Fee: None
- Late Payment Fee: If a payment of at least the amount of the Minimum Payment Due disclosed on the periodic statement is not received by the payment due date, a penalty fee of $29 will be imposed.
- Over the Limit Fee: None
- Network Fees: All network fees related to or arising out of any deposit or withdrawal of Eligible Digital Assets with the Custodian of $50 per transaction. The fee is collected and retained by the network on transfer.
- Liquidation Fee: up to 2% of the liquidation value. This fee is charged by our servicer, Aven Financial, Inc., and will be deducted from the proceeds remaining after the liquidation of all Collateral and payment of your outstanding Account balance, subject to applicable law.

23. FINANCE CHARGE. The finance charge calculation method applicable to your Account's revolving purchases or uses that you obtain through the use of your Account or Card is the Average Daily Balance Method (including current transactions) as specified on your monthly periodic statement and explained below.

(a) Periodic Finance Charges: In addition to certain fees (described in Fees above), periodic finance charges are assessed when you use your Account or Card for revolving usage of your Account or Card (i.e. cash outs, balance transfers, or other transactions, collectively, “Usage”). Finance charges are imposed on that portion of the Usage included in the new balance that remain unpaid 21 days after the statement closing date (25 days if you are a resident of Virginia). This “grace period” allows you to avoid a finance charge on your Usage for a statement cycle. Aven Simple Loans, IO Plans, and Revolving Plans are not subject to this grace period. However, to the extent you do not pay in full your Usage from the previous statement cycle within the grace period or you otherwise do not pay your new balance (adjusted for Aven Simple Loans, if applicable), your finance charge will accrue from the date the Usage is posted to your Account. Periodic finance charges are assessed on all amounts that become part of a relevant balance. If you do not pay off one or more of the items comprising the Usage in full each month, then periodic finance charges will continue to accrue on the unpaid balance over the next billing cycle, even if you do not make any additional transactions in the next cycle.

(b) Computing Periodic finance charge: For each applicable balance under your Account, the periodic finance charge is determined by multiplying the “Average Daily Balance” for that Usage amount outstanding during the monthly billing cycle by the “Daily Periodic Rate” applicable to that balance and the number of days in the billing cycle.

(c) Average Daily Balance: We calculate a portion of the finance charge on your Usage amount by applying the periodic rate for the Usage to its Average Daily Balance (including current transactions). To get the Average Daily Balance we take the beginning Usage amount each day, add any new applicable transaction and any fees, and subtract any payments or credits allocated to the applicable Usage component. This gives us a daily balance. Then, we add up all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for the applicable Usage component.

24. ANNUAL PERCENTAGE RATE (“APR”).

(a) APR. The APR does not include costs other than interest. Information about your APR will be provided on or with each periodic statement.

(b) Determination of Variable APRs. The variable APR applicable to your Account will initially be the Formula Rate. Your first APR adjustment may occur within the first month after you open your Account. After that, your APR may vary as frequently as monthly, depending on changes in the Index. Starting with the first Adjustment Determination Date after you open your Account, and each month of a year thereafter, the Formula Rate will be determined on the Adjustment Determination Date. That rate will be your new APR.

(c) Limitations to variable APR Changes. Variable APRs will vary with changes in the Index, except that the maximum APR will not exceed 14.99% during the life of the Account.

(d) Effects of APR Changes. Changes in the APR applicable to your Account may affect the interest you are required to pay and the amount of the Minimum Payment Due required on your Account. Specifically, if your APR goes up, you might pay more interest and your Minimum Payment might also go up.

(e) Introductory Rates. Notwithstanding any other provision of this Agreement, if an introductory or promotional rate is agreed to by the parties, that rate will apply to the applicable balance for the period disclosed, and then reset to the then applicable APR. During a promotional period you may be required to pay more than 1% of your revolving balance for your Minimum Payment Due.

(f) Line Size Increases. APRs may change if you request an increase to the Credit Limit. Any change will be disclosed at the time of the Credit Limit increase.

25. CREDIT REPORT. You authorize us at any time to obtain complete credit reports on you to allow us to: review and monitor your creditworthiness for purposes of managing your Account, including but not limited to, determining your credit limit, interest rate, and eligibility for Account features, provide you with information about products and services that may be of interest to you, and for any other legitimate business purposes related to your Account, including, but not limited to, fraud prevention, debt collection, and compliance with applicable laws and regulations. You also agree to provide us with financial statements or information in as much detail as we require. If you have a security freeze in place at any credit bureau, you agree to lift the security freeze to allow us to obtain your credit report. Failure to comply with this section will be deemed a material breach under this Agreement. You acknowledge that this may involve "soft" inquiries, which generally do not affect your credit score, and "hard" inquiries, which may have a temporary impact on your credit score.

26. **CREDIT REPORTING.** We may share information about your Account with consumer reporting agencies/credit bureaus. Late or missed payments or other defaults on your Account may be reflected in your credit report.

27. **CASH OUT.** "Cash Out" is an ACH service through which you may transfer any amount of your remaining Credit Limit (minimum transfer amount of $100) to your bank account for use outside of your Aven Card. Conducting a cash out transfer will reduce the remaining balance available under your Credit Limit by an amount equal to the sum of all cash out amounts and any applicable cash out transaction fee. Except as otherwise agreed to by the parties, cash outs are limited to $50,000 per business day.

28. **CANCELLATION**. You may close your Account at any time with proper written notice to us support@aven.com or through the Aven mobile app. Once we receive this notice we will block your account for subsequent usage until the Account is paid in full. If you close your Account and you have any outstanding balance or pending transactions, you will be responsible to pay all amounts due prior to us closing the Account, including all amounts that have not yet been posted to your Account. We may delay closing your Account for up to 60 days if the final payment is subject to clearing or a right of reversal or other rejection by you. We may also hold all Collateral until the Account is paid in full and the final payment has settled and is no longer subject to reversal.

29. **DEFINITIONS**
   - **Adjustment Determination Date**: For any given month of a year, the "Adjustment Determination Date" will be the 25th calendar day (both dates inclusive) of the prior calendar month on which the value of the Index published is the highest. If the Index is not published on the date identified in the preceding sentence, the "Adjustment Determination Date" will be the next business day that the Index is published.
   - **Balance Loan To Value (BLTV):** means, at any time, the ratio (expressed as a percentage) of (a) the total outstanding balance of your Account (including all principal, accrued interest (whether or not due), fees, charges, late payments, disputed amounts, and any pending or in-process transactions or payment obligations (including any ACH transactions during any applicable hold period), to (b) the Collateral Market Value.
   - **Business Day**: All days Monday through Friday, excluding U.S. Federal holidays are "Business Days."
   - **Collateral:** means the Collateral Account, the Eligible Digital Assets deposited by you into such account now or in the future held in, on deposit in or otherwise allocated to the Collateral Account (including, without limitation, any asset transferred to the Collateral Account after the date hereof by you); any other digital asset or cryptocurrency now or in the future issued with respect to any of the foregoing Eligible Digital Assets as a result of a fork or other event that results in the holders of Eligible Digital Assets receiving additional or replacement assets (whether or not such other asset is held in, on deposit in, or otherwise allocated to the Collateral Account); all rights to receive delivery of or withdraw any of the foregoing assets from the Custodian and all rights against the Custodian with respect to the Collateral Account, any of the foregoing assets, and the proceeds thereof; and all products and proceeds of the foregoing.
   - **Collateral Account:** means the digital asset account maintained with the Custodian as we may determine from time to time that is designated by us in connection with this Account.
   - **Collateral Market Value** means the current market value of the Collateral in the Collateral Account as determined by us in our reasonable discretion.
   - **Custodian:** BitGo Holdings, Inc., or any subsequent or additional custodians as determined in our sole discretion.
   - **Daily Periodic Rate**: For each APR that may apply to your Account, the applicable "Daily Periodic Rate" will be equal to the 1/365th of the applicable APR. It equals: __________
   - **Eligible Digital Assets**: BTC

- **Formula Rate**: The “Formula Rate” for a given date will be the rate equal to the Index for that date plus the Margin.
- **Full Liquidation Trigger Percentage**: means 84.99% BLTV or more, subject to change.
- **Index**: The Index for a billing cycle is the highest Prime Rate published on the business day before the last business day of that billing cycle. If the Prime Rate is not published on a date, the Index for that date will be the highest Prime Rate published on the most recent prior day for which the Prime Rate was published.
- **Locked Draw Percentage:** means 69.99% BLTV or more, subject to change.
- **LTV Ratio** means the percentage value selected by you during the application process, as approved by us, that is used solely to establish your initial Credit Limit and any subsequent approved increases, and does not reflect your ongoing BLTV Ratio.
- **Margin**: The Margin for the Account will be <<[]>>%.“
- **Minimum Collateral Value:** means the Collateral Market Value required to be deposited and held in the Collateral Account, at a minimum, in order to satisfy the requested LTV Ratio (e.g. a $30,000 credit limit with a 30% LTV Ratio would require Minimum Collateral Value of $100,000).
- **Partial Liquidation Trigger Percentage**: means 79.99% BLTV or more, subject to change.
- **UCC** means the Uniform Commercial Code as in effect in the state of your residence. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the UCC.

30. COLLECTIONS COSTS. You agree to pay all reasonable costs, including attorneys’ fees, that we incur to collect amounts you owe to the extent not prohibited by applicable law.

31. MERCHANT CATEGORY RESTRICTIONS. We reserve the right to decline or block any transaction based on the Merchant Category Code (“MCC”) assigned to the merchant by a card network (e.g., Visa, Mastercard). We may, at our sole discretion, prohibit transactions and restrict your account usage based on your transactions with merchant categories we classify as belonging to high-risk industries subject to increased fraud, charge back, or other similar risks, including but not limited to:

a. Financial Risk: Cryptocurrency exchanges, foreign currency dealers, and money transmitters.

b. Regulatory/Legal Risk: Online gambling, lottery tickets, and betting establishments.

c. Brand/Fraud Risk: Adult entertainment, telemarketing services, and high-risk "continuity" (subscription) merchants.

Our list of restricted MCCs is subject to change at any time without notice to you. We are not responsible if a merchant is incorrectly categorized by their acquiring bank or if a transaction is declined because the merchant’s MCC is on our restricted list. We have no liability to you or any third party for any loss or inconvenience resulting from a declined transaction under this section.

32. ASSIGNMENT. We may sell, transfer, or assign this Agreement, your Account, any receivable or amounts due under your Account, or any security interest. We may do so at any time without your consent or notice to you. You may not sell, assign, hypothecate, or transfer your Account or any of your obligations under this Agreement, except as required under applicable law. Any attempt to do so will be deemed a material breach under this Agreement and such transfer will be void.

33. DELAY IN ENFORCEMENT. We can delay or waive enforcing any of our rights under this Agreement or under applicable law without losing any of those rights or any other rights. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.

34. AUTHORIZED USERS. At our discretion and upon your request and for the disclosed fee, we may issue cards to Authorized Users. They do not have accounts with us but they can use your Account subject to the terms of this Agreement. We may report an Authorized User’s use of your Account to credit reporting agencies. You are responsible for all use of your Account by Authorized Users and anyone they allow to use your Account, including the creation of an ASL. You must pay for all charges they make. You are responsible for the use of your Account by an Authorized User and must pay for all charges that an Authorized User makes even if the Authorized User fails to follow your instructions or otherwise uses the Account in a manner not authorized by you. You authorize us to give Authorized Users any and all information about your Account and to discuss it with them. If you want to cancel an Authorized User's right to use your Account (and cancel their card) you must tell us.

35. **SEVERABILITY**. If any provision of this Agreement is determined to be invalid or unenforceable, the other provisions will remain in full force and effect and to the extent possible any invalid or unenforceable provisions will be deemed amended to minimum extent necessary to make them valid and enforceable such that come the closest to expressing the intention of the prior provisions.

36. **NOTICE OF LIENS; CLAIMS**. You agree to give us written notice as soon as you are aware, or should have reasonably become aware, that the collateral securing your obligations under this Agreement is or may be subject to a lien that did not exist prior the date on this Agreement.

37. **NOTICE OF SALE**. You agree to provide us with at least 14 days advance written notice if you want to sell or transfer ownership of any Collateral securing your obligations under this Agreement, in order to enable us to exercise our rights under this Agreement.

38. **CHANGES TO THIS AGREEMENT.** The terms of this Agreement will not change or be modified or amended after you execute the Agreement, except as to any: (a) changes to the Index and Margin used to calculate your APR if the original Index is no longer available, the new index we select has a historical movement that is substantially similar to the original Index, and the new index and margin would have resulted in a substantially similar APR to the rate in effect at the time the original Index became unavailable; (b) changes that will unequivocally benefit you; (c) insignificant or typographical changes, (d) reductions to your Credit Limit or prohibition of any additional extensions of credit during the time where any circumstance set forth in this Agreement exists, (f) any amendment, supplement, or other agreement (including any certificates for Aven Simple Loans) accepted by you in connection with your Account, or (g) at our sole discretion, any trigger percentages may be changed due to price fluctuations in the applicable Eligible Digital Asset, market volatility, internal risk assessments, or other external factors, for which we will try to provide you notice, but we may be unable to in a timely manner.

39. **CHOICE OF LAW.** *Except to the extent superseded by Federal Law, this Agreement will be subject to and interpreted under the laws of the state of Washington. For purposes of 12 U.S.C. § 1831d, we are located in Washington with respect to this Account*.

40. **ACCOUNT INFORMATION.** You are solely responsible for any and all information you provide regarding any account that you request us to remit funds to, including, any account: (A) designated by you or held by or for your benefit (each a "Designated Deposit Account") or (B) for the purpose of: (i) satisfying in whole or in part a debt obligation of yours or (ii) paying or funding any merchant or third-party service provider's account for actions done, or to be done, at your direction or for your benefit (directly or indirectly, each a "Designated Creditor Account", and with the Designated Deposit Account, the "Designated Accounts"). You are liable for ensuring the completeness and accuracy of all names, bank names, pins, account and routing numbers, or other information provided to us for any Designated Accounts necessary for us to successfully deliver the funds to such account without any further action on our behalf (collectively, "Account Information"). You agree to hold us and any subsequent holder of the Account or receivable harmless for any alleged or actual loss, claim, fee, or other damage or expense you may suffer related to the failure of a Designated Account to receive any proceeds if the failure arose out of or was related to (directly or indirectly) any error in any Account Information. You acknowledge that neither we nor any subsequent holder has an obligation to confirm or investigate the accuracy or completeness of the Account Information provided. Interest will begin to accrue as of the date of issuance of the proceeds and not upon the actual receipt of proceeds by you or any other designated third party. If we are unable to deliver any proceeds to any Designated Account after 30 days from the initial delivery attempt, we will use our reasonable best efforts to cancel the transaction

41. **INFORMATION REQUESTS.** We may request certain documents or information from you from time to time that we deem are necessary, in our sole discretion. This information and documentation may relate to, but are not limited to, your ability to continue to meet your repayment obligations under the Account, or charges that have been incurred to your Account. You agree to provide us the documents or information that we request in as much detail as we require no later than 3 Business Days after the date you receive a written request from us.

Signature Page for Aven Bitcoin Card Cardholder Agreement

I have read this Agreement and agree to be bound by its terms.

____ Date:______________________

____

____

Address

Executed via Electronic Signature on Execution Date

Your Billing Rights - Notice to Fair Credit Billing Act is on the next page

Your Billing Rights: Keep This Document For Future Use

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

What To Do If You Find A Mistake On Your Statement

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

Aven Financial, Inc.
548 Market St. #99555
San Francisco, CA 94104-5401

You may also contact us on the Web: support@aven.com.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
- You must notify us of any potential errors in writing 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 Letter

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

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

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

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

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

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

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

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

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

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

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

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit 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 writing or electronically at:

Aven Financial, Inc.
548 Market St. #99555
San Francisco, CA 94104-5401

support@aven.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.