

Aven

RATES AND FEES

(Capitalized terms not defined in the table are defined in the Aven {Rewards / Flex} Agreement below)

Interest Rates and Interest Charges									
Initial Aven Simple Loans (ASL)	You will be offered ASLs for <<Project Amount>> immediately following Account activation.								
ASL Terms	Your Initial ASLs' terms as of <<Date>> are: <table border="1"> <tr> <td>APR (e):</td><td>8.99%- 27.99%</td></tr> <tr> <td>Amount (e):</td><td>\$1000-\$50,000</td></tr> <tr> <td>Term Length:</td><td>5-15 years</td></tr> <tr> <td>Monthly Payment (e):</td><td>Determined based on your ASL terms</td></tr> </table> (e): estimated	APR (e):	8.99%- 27.99%	Amount (e):	\$1000-\$50,000	Term Length:	5-15 years	Monthly Payment (e):	Determined based on your ASL terms
APR (e):	8.99%- 27.99%								
Amount (e):	\$1000-\$50,000								
Term Length:	5-15 years								
Monthly Payment (e):	Determined based on your ASL terms								
Annual Percentage Rate (APR) - ASL	APRs range from 8.99% to 27.99% Plan terms range from 5 to 15 years. This draw is a fixed term, fixed rate plan. We will charge you interest on an ASL beginning on the date the transaction is posted to your account. See <i>Transaction Fees and ASLs</i> for more details								
Annual Percentage Rate (APR) for Purchases - Variable	Your initial variable APR is 8.99%- 27.99% when you enroll in AutoPay within 25 days of account opening, otherwise it may go to 9.24%- 27.99%. See <i>Autopay Reduction; Paying Interest Charges (Grace Period)</i>								
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 REVOLVING PLANS below for limitations and terms.								

Interest Rates and Interest Charges	
Paying Interest Charges (Grace Period)	Your payment 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 ASL, the balance adjusted for such ASL) by the due date each month. <u>This grace period does not apply to ASLs.</u>
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 Maintenance Fees	None
Annual Fee	None
Transaction Fees	
Balance Transfer	The greater of \$5 or 2.5% of each Balance Transfer.
Cash Out	The greater of \$5 or 2.5% of each Cash Out.
Foreign Transaction	None
Penalty Fees	
Late Payment	\$29

Account Activation: Account activation is contingent on: (1) income and employment verification, (2) the completion of a formal credit inquiry (also known as a “Hard Pull”), and (3) 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 discretion, within 30 days of our initial request, 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).”

Initial Credit Limit: <<Credit Limit>>

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: We use the Prime Rate to set the base rate for APRs (“Index”) and then we may add a margin (“Margin”) to determine your variable APR for purchases, balance transfers, and cash outs. The Index is published periodically by The Wall Street Journal in its “Money Rates” section. Variable APRs above are accurate as of <___/___/____>.

The periodic rate for variable APRs may vary with the Prime Rate, but will never exceed 35.99% APR over the life of the Account. APR includes only interest and no other costs. See below for more details.

AutoPay Reduction: A 25 basis point (0.25%) reduction to your APR (subject to any minimum APRs) is available to all new cardholders at Account opening who enroll and maintain enrollment in our autopay feature (“AutoPay”) as described in the AutoPay Service Agreement, as amended or replaced, within 25 days of your Account opening. You are not 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 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.

AVEN {REWARDS / FLEX} AGREEMENT

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 {Rewards / Flex} account ("Account") with Coastal Community Bank (NMLS 462289). This Aven {Rewards / Flex} Agreement and the Rates and Fees table above (collectively, the "Agreement") contain the terms of your agreement with us, 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. You acknowledge and agree that your Account will be used substantially for the stated purposes provided in your application with us. This stated usage is a material representation and warranty for the issuance and pricing of the Account and any material breach of this representation and warranty may provide us rights under this Agreement, including under Sections 5 and 6.
- 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: (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. We assign a Credit Limit to your Account. We may increase or decrease your Credit Limit at any time without prior notice to you, unless notice is required by law. Refer to the disclosures right below the Rates and Fees Table above for your Initial Credit Limit. The Credit Limit 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 is not deemed to be an increase in any applicable limit.
4. TERM OF THE ACCOUNT, REPAYMENT PERIOD, AND MATURITY DATE. Your ability to use the Account will begin on the date you open your Account and will last for up to a total of three years, subject to extension, (with the last period's end-date the "Period End Date"). We will determine in our sole discretion (subject to applicable law) if your current period will be renewed for the following year. We may, but are not obligated to, extend the time you can continue to use your Account past the Period End Date. On your Period End Date, your Account will close and you will no longer be able to use your Credit Limit. From your Account's closure, you will have a three year period (the "Repayment Period") to repay your aggregate, outstanding balance then due, along with any accrued finance charges, fees, and other items. The last day of the Repayment Period is your Account's Maturity Date, where any remaining balance is due payable. Any ASL will remain outstanding as of the Period End Date for its stated term and remain subject to the terms of this Agreement, as may be amended.
5. 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.
6. 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.
7. CREDIT LIMIT USE. We can refuse to make additional extensions of credit or reduce your Credit Limit as allowed by applicable law, including if: (a) there has been a change in your financial circumstances and that as a result of that material change, we reasonably believe you will not be able to meet the repayment requirements of the Account; (b) you are in default of a material

obligation in this Agreement; (c) government action prevents us from imposing the annual percentage rate provided for; (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.

8. **TERMINATION/ACCELERATION.** In addition, we can refuse to make additional extensions of credit or reduce your Credit Limit, or terminate your Account and require you to pay us the entire outstanding balance (including any ASL balances) in one payment, along with certain fees as allowed by applicable law, including 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; or (ii) you do not meet the repayment terms.
9. **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 ASLs), 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 will be your responsibility to pay as set forth in this Agreement. You may make one-time or recurring payments by automated clearing house transfers 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. We 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. Payments must be made electronically, by wire, or check. We do not accept payments in cash.
10. **PROCEEDS DELIVERY.** Draws are disbursed into an account designated by you or held by or for your benefit ("Designated Deposit Account") or, for the purpose of satisfying in whole or in part a debt obligation of yours, to an account held by or for the benefit of a third-party creditor designated by you ("Designated Creditor Account", and with the Designated Deposit Account, the "Designated Accounts"). You are responsible for ensuring that all names, account and routing numbers, or other similar information provided to us for any Designated Accounts are accurate and complete. 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 name or account, routing, or other similar information provided by you to us. You acknowledge that neither we nor any subsequent holder has an obligation to confirm or investigate the accuracy or completeness of the Designated Account information provided. You further agree that, if proceeds are rejected by any Designated Creditor Account, we may deliver proceeds into any Designated Deposit Account to satisfy our obligations of delivery. Interest will

begin to accrue as of the date of issuance of the draw and not upon the actual receipt of proceeds by you or any other designated third party. If we are unable to deliver draw proceeds to any Designated Account after 30 days from the initial delivery attempt, the draw will be canceled and you will not owe any interest or fees on the draw. For avoidance of doubt, if partial draw proceeds (any amount above \$0) are delivered to any Designated Account, then the draw will not be canceled. If we are only able to deliver partial draw proceeds to any Designated Account after 30 days, we will apply the undelivered portion to the outstanding balance in accordance with its normal payment application procedures.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Your rights to assert claims and defenses against a holder of this contract apply solely to claims or defenses arising from the specific home improvement goods or services financed through the participating contractor in connection with the applicable transaction and do not extend to, or create any such rights for, unrelated purchases, extensions of credit, or other transactions made with your Account with other merchants or service providers.

11. CONTRACTOR PROJECT HOLDS. You may, from time to time, request that we reserve a specific portion of your available Credit Limit (a "Hold") for the purpose of paying a designated home improvement contractor (a "Contractor").
 - a. Authorization to reserve funds for Contractor. A Hold reserves a portion of your Credit Limit for a potential future transaction with a Contractor but does not constitute a loan advance or purchase transaction unless and until funds are disbursed to the Contractor. By initiating a Hold, you authorize us to:
 - i. Reduce your available Credit Limit by the amount of the Hold;
 - ii. Reserve that specific portion of your Credit Limit for the applicable Contractor transaction so that it is unavailable for other transactions; and
 - iii. Maintain the Hold until such time as (A) you authorize a disbursement from your Account for the purposes of paying the Contractor, (B) the Hold is cancelled in accordance with this Agreement, or (C) we otherwise release the Hold in accordance with this Agreement.
 - b. Disbursement of funds. You acknowledge that funds placed into a Hold will only be paid to the Contractor upon you providing your express instruction to Aven. Once you provide such instruction, the transaction will be processed as a purchase on your Account, and interest will begin to accrue on that amount in accordance with this Agreement.

- c. Impact on Credit Limit. While a Hold is active, your available credit will be calculated by subtracting both your outstanding purchase balance and the total amount of any active Hold from your total Credit Limit.
- d. Cancellation and expiration. You may request cancellation of a Hold by calling Aven Customer Service at any time before you authorize payment to the Contractor. Upon receiving your request, we will notify the Contractor that the Hold is pending release. This notice period is intended to provide you and the Contractor an opportunity to resolve any outstanding disputes regarding the project. Unless you instruct us otherwise, we will release or cancel a Hold 10 days after your initial cancellation request. We may also release or cancel a Hold at any time in accordance with this Agreement, including if the funds subject to the Hold are not disbursed within 365 days after the Hold is established, at which point the amount subject to the Hold will be restored to your available credit. Cancellation of a Hold is separate from, and does not replace or limit, any right you may have under applicable law or this Agreement to rescind or cancel a credit transaction. You may request to cancel a Hold by calling Aven at +1 (415) 966-0966 or through email: support@aven.com.

12. AVEN SIMPLE LOANS (ASLs). After your first ASL, you may be offered the ability to create another ASL for certain approved transactions.

ASLs feature a fixed monthly payment for a fixed term. When an ASL 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 ASL will equal the full amount taken. See - *Transaction Fees and Finance Charges above*.

You may prepay your ASL at any time without penalty.

If you prepay an ASL, the amount of any later payments will not change but the number of payments to repay the ASL may decrease. If you pay late or do not pay all of the amount due on ASL, 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 ASL's fixed monthly payment is included in your total monthly Minimum Payment Due set forth below.

ASL APRs:

- 8.99% to 27.99% APR
- 5 - 15 years terms.

13. 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. Revolving Plans do not have a grace period. You may only have one (1) Aven Simple Loan or Revolving Plan outstanding at any time. 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.

- 14. 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 Your fixed monthly payment under your ASL; and, if applicable, all amounts over your Credit Limit, and one percent of any revolving balance plus any fees or interest assessed in the current cycle.

Excluding any outstanding ASL: (i) paying only the Minimum Payment Due on your Account may not repay any of the principal or may repay less than the outstanding balance and (ii) your Minimum Payment Due may not be sufficient to fully repay the principal that is outstanding on your Account and if the payments 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.

- 15. PAYMENT ALLOCATION.** Your Minimum Payment Due is allocated in accordance to applicable law. All amounts allocated up to your Minimum Payment Due will first pay fees, then interest, and then principal. Any payment amounts greater than your Minimum Payment Due, will be allocated to the balance with the highest APR first and then descending to the lowest APRs until such amount is fully allocated.

16. SCHEDULE OF FEES.

- Cash Out/Balance Transfer Fee: The greater of \$5 or <<XX%>> of each applicable amount.
- 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.

17. 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. ASLs 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 ASLs, 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 revolving 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.

18. ANNUAL PERCENTAGE RATE ("APR").

(a) 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 35.99% during the life of the Account. If you have an outstanding ASL, your Variable APR will not drop below the APR of your ASL.

(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.

19. 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.

20. 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.

21. 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.

22. 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 any limit or prohibition of any additional extensions of credit during the time where any circumstance set forth in Section 5 or 6 of this Agreement exists, or (f) any amendment, supplement, or other agreement accepted by you in connection with your Account.

23. CHOICE OF LAW. Except to the extent expressly 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.

24. AUTHORIZED USERS. At 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.

25. CANCELLATION. You may cancel your Account at any time by contacting the Aven support team at support@aven.com or through the Aven mobile app. You will remain responsible for any outstanding balance for your Account after cancellation.

26. 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 published Prime Rate 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.
- Business Day: All days Monday through Friday, excluding U.S. Federal holidays are "Business Days".
- 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: _____
- Formula Rate: The "Formula Rate" for a given date will be the rate equal to the Index for that date plus the Margin.
- 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.

- Margin: The Margin for the Account will be <<[]>>%."

27. 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.

28. ASSIGNMENT. We may sell, transfer or assign this Agreement, your Account, or any receivable or amounts due under your Account. We may do so at any time without consent or notice to you. You may not sell, assign, or transfer your Account or any of your obligations under this Agreement. Any attempt to do so will be deemed a material breach under this Agreement.

29. 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.

30. 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.

31. 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 {Rewards / Flex} Agreement

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

Date:_____

Address

Executed via Electronic Signature on Execution Date



NOTICE OF CANCELLATION – CUSTOMER’S RIGHT TO CANCEL

[Enter date of transaction]

You may cancel this transaction, without any penalty or obligation, by midnight of the [#] business day after the day on which you sign this agreement.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller’s expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, email, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send an email to [Name of Seller] at [Address of Seller's Place of Business] or [Email Address of Seller] not later than midnight of [Date].

I hereby cancel this transaction.

[Date] _____

[Buyer’s Signature] _____



NOTICE OF CANCELLATION – CUSTOMER’S RIGHT TO CANCEL

[Enter date of transaction]

You may cancel this transaction, without any penalty or obligation, by midnight of the [#] business day after the day on which you sign this agreement.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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To cancel this transaction, email, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send an email to [Name of Seller] at [Address of Seller's Place of Business] or [Email Address of Seller] not later than midnight of [Date].

I hereby cancel this transaction.

[Date] _____

[Buyer’s Signature] _____

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, and we may continue to charge you interest on that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Credit Limit.

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

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

If you receive our explanation but still believe your bill is wrong, you must write to us within *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.