

Deserve® Classic Cardholder Agreement

November 2019

Deserve® Classic Cardholder Agreement for Cards issued by Celtic Bank

Deserve® has partnered with Celtic Bank, a Utah-Chartered Industrial Bank, Member FDIC (together “us,” “we,” “our,” or the like), to offer this credit card product, specifically designed as a starter product for individuals who are new to credit (the “Card”). This Cardholder Agreement details the terms by which your Deserve® Card will be offered and administered. Please review this in detail to be sure you understand all of the terms and conditions with using this Card.

There are three main parts to this Cardholder Agreement: **Pricing Information, Customer Agreement, and Your Billing Rights**. The **Pricing Information** shows the primary pricing terms for this Card for new accounts available under this Agreement. The **Customer Agreement** contains important information related to how we will administer the credit card program. Plus, any other disclosures or notices that are referenced or issued are part of this Agreement. **Your Billing Rights** summarizes certain rights provided to you by law that are related to billing on your Account.

THIS AGREEMENT REQUIRES CLAIMS TO BE ARBITRATED AND FORBIDS CLASS ACTIONS UNLESS YOU (1) ARE SUBJECT TO THE PROTECTIONS OF THE MILITARY LENDING ACT OR (2) EXERCISE YOUR RIGHT TO REJECT ARBITRATION AS PROVIDED IN THE ARBITRATION PROVISION, WHICH IS SET FORTH AT THE END OF THIS AGREEMENT.

PRICING INFORMATION

Annual Percentage Rate (APR) for Purchases	24.49% (Prime + 19.74%) This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	N/A (Balance Transfers are not available)
APR for Cash Advances	N/A (Cash Advances are not available)
How to Avoid Paying Interest	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore

Transaction Fees	
<ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transactions 	<ul style="list-style-type: none"> • N/A (Balance Transfers are not available) • N/A (Cash Advances are not available) • None
Penalty Fees	
<ul style="list-style-type: none"> • Late Payment • Over-the-Credit Limit • Returned Payment 	<ul style="list-style-type: none"> • Up to \$25 • None • Up to \$37

How We Will Calculate Your Balance: We use the average daily balance method (including new transactions). See Customer Agreement for details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights are included at the end of the Customer Agreement.

CUSTOMER AGREEMENT

Welcome to the Deserve® Classic Card by Celtic Bank!

Thank you for opening a credit Card Account with us. This Customer Agreement (“Agreement”) contains the terms for your Card.

Some Definitions.

The meanings of the terms you see in italics appear in the **Glossary** Section. We also have links to certain terms and definitions.

To make the Agreement easy to understand, we will also use the following personal pronouns “You,” “your,” and “yourself” mean each applicant for the Account; any person responsible for paying the Account; and anyone You authorize to use, access or service the Account.

“We,” “us,” “our,” “Celtic Bank” means Celtic Bank, a Utah-Chartered Industrial Bank, Member FDIC; and its agents, authorized representatives, successors, and assignees. All Deserve cards are issued by Celtic Bank.

Things You Should Know About This Card

How are the Balance and Interest Charges calculated?

We use the Average Daily Balance Method (Including Current Transactions).

We figure the interest charge on your account by applying the [periodic rate](#) to the “average daily balance” of your account. To get the “average daily balance” we take the beginning balance of your account each day, add any new purchases/fees, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily

balance. Then, we add up all the daily balances for the [billing cycle](#) and divide the total by the number of days in the billing cycle. This gives us the “average daily balance.”

How is your Variable APR Calculated?

- Your variable Annual Percentage Rate (APR) is calculated by adding a margin (currently 19.74%) to the Prime Rate.
- We use the Prime Rate from the rates section of the Wall Street Journal, published two business days before the end of the Billing Cycle.

Your Daily Periodic Rate is $1/365^{\text{th}}$ of the corresponding APR.

If the Wall Street Journal does not publish a rate on that day, we will use the Prime Rate for the previous business day. If the Wall Street Journal is no longer published, we may use the Prime Rate from any other newspaper. Or, we may choose to use a different, similar published rate.

If the Prime Rate increases, Variable APRs will increase. In that case, you may pay more interest and may have a higher payment or balance due. When the Prime Rate changes, the resulting changes to Variable APRs take effect as of the first day of the next Billing Cycle.

How can I avoid paying Interest Charges?

If you pay your statement’s “New Balance” in full by the due date, we will not charge interest on any new transactions that post to the Purchase balance. If you have been paying your account in full with no interest charges, but then you do not pay your next “New Balance” in full, we will charge interest on the portion of the balance that you did not pay.

How is the Interest Charge applied?

Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed, or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire “New Balance” one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your account. However, we reserve the right to not assess interest charges at any time.

Can You Change My Account Terms?

Although we don’t plan to, we can change some terms of your account as permitted by law.

If we do change any of the terms in this Cardholder Agreement, we will send you notice before doing so. Please review this Cardholder Agreement in full to be sure you understand the current terms for your Card.

Your APR, daily periodic rate, and interest charges will change if the Prime Rate changes.

Account Documents.

Your Account with us is governed by the following documents:

- this document;
- all Statements;
- any Privacy Notices describing our limitations on sharing information about you with others;
- any Card benefits brochure which describes benefits provided by the Payment Card Network for your Card and Account. The most current version of your Card benefits brochure will replace all prior versions;
- all disclosures and materials provided to you before or when you opened your Account, including Truth in Lending Disclosures;
- all other documents and disclosures relating to your Account including those provided online; and
- any future changes we make to any of the above documents.

Please read these carefully and keep them for future reference. An image of any of these can be used instead of the original.

New Offers.

In the future, we may make new offers to you or forward offers from others that we think you might be interested in. These offers may have different terms and documentation which will be provided when we make you the offer. If you accept the offer, all previously disclosed terms will still apply except as modified by the offer.

For more information about what we may share and how to opt out, please review the [Privacy Notice](#). You can see how we collect, use and store your data in our [Privacy Policy](#).

Consent to Electronic Documents.

We are committed to offering services to You in a convenient, controlled, and secure manner. Therefore, the online Card application and approval process has been designed around the expectation that all documents and information required to be provided to You will be provided electronically. We may still deliver paper documents and if we do so, we are not waiving any of these rights. By proceeding with the online application or activating your Card, you agree to the terms detailed in our [Electronic Consent Policy](http://www.deserve.com/electronic-consent-policy), found at www.deserve.com/electronic-consent-policy, as amended from time to time. Please review this Policy to ensure you understand and agree with all of the terms; while we have summarized our terms and conditions here, the Electronic Consent Policy details all of Your and Our rights and obligations.

If at any time after you submit the application you change your mind and wish to no longer receive documents and information electronically, please notify us as detailed in the Electronic Consent Policy. Understand that this may result in an adverse decision on your Application.

Account Information.

We need information about you to manage your Account. The information we need may include:

- your legal name;
- a valid U.S. mailing address and residential address (if different);
- your date of birth;
- your Social Security Number, Passport Number, and/or other government identification number, if available;
- your telephone number(s);
- your employment, income, and asset information;
- your educational history and information;
- your citizenship status and information; and
- other related information as deemed necessary.

You must tell us when this information changes. Please update your address in the manner provided on your Statement. You may also update some of this information by logging onto

your Account on our website or by calling one of our representatives at the telephone number provided on your Statement or on the back of your Card. We may require you to provide additional documents that are acceptable to us to verify this information or any changes. We maintain the right to restrict or close your Account if your information cannot be verified or if you do not provide additional information as requested.

You also give us permission to verify or research, with a third party, the information you provide to us. This permission includes, without limitation, verifying or researching your information with LexisNexis (or similar), United States Department of Homeland Security, and the United States Department of the Treasury.

Credit Limit.

When you open your Account, you will receive your credit limit. This will also appear on your Statements. We might also refer to your credit limit as your credit line.

You are responsible for keeping track of your Account balances and your available credit limit. Do not allow your Account to go over any credit limit, as the transaction could be declined or your credit score could be adversely affected. We may still honor transactions above your credit limit, but our honoring of these transactions will not increase your credit limit. We may also increase, decrease, restrict, or cancel your credit limit at any time. This will not affect your obligation to pay us.

Using Your Account.

You promise to follow the terms of this Agreement as long as your Account remains open or has a balance. Please sign the Card immediately when you receive it. The Card is valid during the dates provided on the front. The Card is our property, and you will return it to us or destroy it if we ask. You will take reasonable steps to prevent the unauthorized use of your Card and Account.

We are not responsible if anyone refuses to accept your Card for any reason. Also, we may reject any transaction for any reason. Unless we tell you otherwise, we will bill each transaction to the applicable Segment of your Account and apply it against your available credit limit for the Account and Card for that Segment in each Billing Cycle.

You must not use or try to use the Card for any Internet gambling transactions or transactions that are illegal or not permitted by us. You will still be responsible for such transactions if you do. In addition, these transactions will be subject to this Agreement, and

you might have to reimburse the Payment Card Network and us for all damages and expenses.

From time to time, due to circumstances beyond our control (such as system failures, fires, floods, natural disasters, or other unpredictable events) our services might be unavailable. When this happens, you might be unable to use your Card or obtain information about your Account. We will not be responsible or liable if this happens.

Your Promise to Pay.

You promise to pay us all amounts due on your Account. This includes amounts where you did not sign a purchase slip or other documents for the transaction. If you use your Card number without presenting your actual Card (including without limitation mail, telephone, or internet purchases), this will be treated the same way as if you used the Card in person. If you let someone else use your Card, you are responsible for all transactions that person makes. Your promise to pay us will apply to your estate if you die.

Statements.

We will send you one Statement for all Cards on your Account unless the law does not require or permit us to send a Statement. Statements will be sent at the end of each Billing Cycle when your Account has a debit or credit balance of more than \$1.00, or if we have charged any Interest Charges to your Account. Your Statement will show all transactions billed to your Account during the Billing Cycle along with other important Account information.

Disputed Transactions.

You must inspect each Statement you receive and tell us about any errors or questions you have as described in the "Billing Rights Summary" part of your Statement and other Truth in Lending Disclosures. If you do not notify us as provided in those disclosures, we may assume that all information in the Statement is correct.

If you dispute a transaction made by you or someone else on your Account, and we later credit your Account for all or part of the disputed amount, you give us all of your rights against that other person. You also will:

- give us any merchandise or other purchases you received in connection with the disputed amount if we ask;

- not pursue any claim or reimbursement from the merchant and that other person; and
- help us pursue and get reimbursement from the merchant and that other person – your help includes giving us documents that we ask for and that are acceptable to us.

Interest Charges and Fees.

We will charge Interest Charges and Fees to your Account as disclosed to you in your Statements and other Truth in Lending Disclosures. In general, Interest Charges begin to accrue from the day a transaction occurs. However, we will not charge you interest on any new balances posted to the purchase Segment of your Account provided you have paid your previous balance in full by the due date.

We will treat the following Fees as purchase transactions unless otherwise specified below. These Fees apply to your Account only if they are provided in your Truth in Lending Disclosures. We may increase your Interest Charges and Fees as described in the **Changes to Your Agreement** section or in your Truth in Lending Disclosures.

Late Payment Fee. We may charge you this Fee if we do not receive your payment in time for us to credit it by the due date shown on your Statement.

Overlimit Fee. You will not have a fee for going over your credit limit, but your credit score may be adversely affected and the transaction may be declined, depending on the amount of the overage.

Returned Payment Fee. We may charge you this Fee each time any payment you make to us is not paid by your financial institution for any reason, even if that institution later pays it.

Expedited Payment Fee. We may charge you this Fee each time you request to make a payment over the phone. Before we charge you this fee, we will notify you of the amount and provide an opportunity to opt out of this service.

Copying Fee. We may charge you a Fee for copies of transaction documents or Statements unless they are required to resolve a billing dispute.

Express Delivery Fee. We may charge you this Fee each time you request express delivery of any account documentation. Before we charge you this fee, we will notify you of the amount and provide an opportunity to opt out of this service.

Balance Transfer Fee. Balance Transfers are not available for your Card.

Cash Advance Fee. Cash Advances are not available for your Card.

Foreign Transaction Fee. We do not charge a fee for foreign transactions.

Transactions Made in Foreign Currencies: If you make a transaction in a foreign currency, the Payment Card Network will convert it into a U.S. dollar amount. The Payment Card Network will use its own currency conversion procedures. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date that appears on your Statement. We do not adjust the currency exchange rate or charge any currency conversion Fees.

No Warranties.

Except as otherwise provided in the “Billing Rights Summary” part of your Statements, we are not responsible for any claim you might have regarding the purchases of goods or services made with your Card.

Merchant Refunds.

If you are entitled to a refund for goods or services purchased with your Card, you will accept these refunds as credits to the purchase Segment of your Account. We do not control when a merchant sends us your refund. We will also have a reasonable amount of time after we receive your refund to process it.

Minimum Payment.

Your Statement will provide instructions for making payments, including the amounts due and the due date for receiving your payment. If applicable, your Statement will also include a minimum payment amount. To avoid a Late Payment Fee, you must pay us at least this minimum payment amount by the due date provided in the Statement.

Your minimum payment will equal the greater of: \$15 (or your full balance if it's less than \$15); 3% of your ending balance for the Statement; or the total amount by which you have exceeded your credit limit (if applicable).

In addition to the minimum payment, you may pay all or part of the total balance on your Account. However, you must still pay at least the minimum payment amount each month, even if you paid greater than the minimum on the previous Statement.

We will continue to charge Interest during Billing Cycles when you carry a balance regardless of whether your Statement includes a minimum payment that is due. If your Account is 180 days past due, part of a bankruptcy proceeding or otherwise charges off, the entire balance is immediately due and payable.

Making Payments.

Your payments must be in U.S. dollars from a U.S. deposit account and otherwise be acceptable to us. We do not accept cash payments. You may not make payments with funds from your Account with us.

Mailed Payments.

You must mail payments to us at the address provided on your Statement or as otherwise instructed by us or our agents. We will credit it to your Account on the day we receive it, if:

- you send the payment coupon included with your Statement;
- in the same envelope with your payment;
- you include your Account number on your payment; and
- your payment arrives at the address indicated on the payment coupon in our processing center by the time indicated on your Statement.

If your due date occurs on a day on which we do not receive payments, any payment received the next day which conforms to the above requirements will not be treated as late. Please allow at least 7 days for postal delivery. Unless we or our agents specifically instruct you to remit payment in a different manner, payments received at any other location or in any other form might not be credited for up to 5 days. This might cause you to be charged late payment Fees and additional Interest Charges.

Faster Payment Services.

We may make services available that allow you to make faster payments through a customer service representative using a telephone, the internet, or other payment system. We will describe the terms for using these services before you use them. You do not have to use these other payment services, and we may charge you a Fee for using them. If we do, we will tell you the amount of the Fee at the time you request the service. We are not responsible if a payment made using our payment services is rejected or not paid. Even if it is, we may still keep the Fee.

If you give your Account number or other Account information to someone else to make a payment for you, we may provide them limited Account information necessary for the payment and process their payment as if you made it. We may refuse to accept any payment made by someone else for your Account. If we accept a payment made by someone else for your Account, you will be responsible for the payment made even if that payment is rejected or not paid.

Payment Processing.

We may accept and process payments without losing any of our rights. Even if we credit your payment to your Account, we may delay the availability of credit until we confirm that your payment has cleared. We may resubmit and electronically collect returned payments. We may also adjust your Account as necessary to correct errors, to process returned and reversed payments, and to handle similar issues.

When you provide an Item as payment, you authorize us either to use information from your Item to make a one-time electronic fund transfer from your deposit account or to process the payment as an Item. We will provide additional information about this process on your Statement or other documents we send you before your payment.

When you provide an Item as payment, it might also be converted into an electronic image and collected and returned electronically. These electronic images may also be converted to substitute checks. We will not be responsible if an Item you provide has physical features that when imaged result in it not being processed as you intended.

How We Apply Your Payments.

We apply your payments to the higher Annual Percentage Rate balances before the lower ones. In all cases, we will apply payments and credits in accordance with applicable law. Available credit created as a result of payments posted to your Account may not be available for up to seven (7) days, or longer if circumstances warrant an additional hold, or if we deem ourselves at risk for any reason.

Items with Restrictive Words, Conditions, or Instructions.

Our acceptance of payments labeled “payment in full” or restrictive words to that or any similar effect, will not constitute an accord and satisfaction nor a waiver of any rights we have to receive a full payment on all balances due.

Credit Balances.

We may reject and return to you any payment that creates a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new amounts billed to your Account. You may contact us as provided on your Statement and request a refund of any available credit balance. If you contact us in writing, we will refund your credit balance within 7 Business Days from our receipt of your written request.

Account Default.

We may consider you in default of your Agreement with us if:

- you do not make any payment when it is due;
- any payment you make is rejected, not paid, or cannot be processed;
- you exceed a credit limit;
- a bankruptcy or other insolvency proceeding is filed by or against you;
- you die or are legally declared incompetent or incapacitated;
- we determine that you made a false, incomplete, or misleading statement on any of your Account documentation or you otherwise try to defraud us;
- you do not comply with any term of this Agreement or any other agreement with us;
- or
- you permanently reside outside the United States.

For certain actions, including changing the rates and Fees on your Account, our options appear in our original offer and materials when you opened your Account. Remember, paying the Fees charged in connection with a default will not by itself cure the default. In addition, if you are in default, we may take the following actions without notifying you, unless the law says that we must notify you:

- close or suspend your Account;
- lower your credit limits;
- increase your minimum payment;
- demand that you immediately pay the entire balances owing on your Account;
- continue to charge you Interest Charges and Fees as long as your balances remain outstanding; and/or

- pursue any other action against you that the law allows, which includes the filing of a lawsuit against you.

You must pay us all of our collection expenses, attorneys' fees, and court costs unless the law does not allow us to collect these amounts.

Communications.

We may contact you from time to time regarding your Account. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- contact you by mail, telephone, email, fax, recorded message, text message, or personal visit;
- contact you using an automated dialing or similar device ("Autodialer");
- contact you at your home and at your place of employment;
- contact you by social media;
- contact you on your mobile telephone;
- contact you at any time, including weekends and holidays;
- contact you with any frequency;
- leave prerecorded and other messages on your answering machine/service and with others; and
- identify ourselves, your relationship with us, and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may contact you at this number using an Autodialer and can also leave prerecorded and other messages. We may do these things whether we contact you or you contact us.

If you ask us to discuss your Account with someone else, you must provide us with documents that we ask for and that are acceptable to us.

Credit Reports.

We may provide information about you and the Account to consumer (credit) reporting

agencies and others as provided in our Privacy Notice. Information we provide might appear on your credit reports. This could include negative information if you do not comply with the terms of this Agreement. We may obtain and use credit and income information about you from consumer (credit) reporting agencies and others as the law allows.

Closing or Suspending Your Account.

You may ask us to close your Account by calling or writing us as described on your Statement. Your Statement will provide additional information about this process, and we may also separately provide you with additional details after your request. This might include payment information. If you use your Card or charges post to your Account after you ask us to close it, we may keep it open or reopen it.

We may close or suspend your Account and your right to obtain credit from us. We may do this at any time and for any reason permitted by law, even if you are not in default on your Account with us. A suspension of your Account might be permanent or temporary.

If your Account is closed or suspended for any reason, you must stop using your Card. You must also cancel all billing arrangements to the Account. We will not do this for you. If we close or permanently suspend your Account, you must also destroy all Cards. You must still pay us all amounts you owe on the Account, even if they are charged after your Account is closed or suspended.

Lost or Stolen Card.

You will take reasonable steps to prevent the unauthorized use of your Card and Account. If your Card is lost or stolen or if someone else might be using it without your permission, you must tell us at once. You may tell us by calling the telephone number on the back of your Card or on your Statement or by writing us at the address on your Statement. You will not be responsible for charges made to your Account that are found by us to be unauthorized. If we reimburse your Account for unauthorized charges made using your Card, you will help us investigate, pursue, and get reimbursement from the wrongdoer. Your help includes giving us documents that we ask for and that are acceptable to us.

Changes to Your Agreement.

At any time, we may add, delete, or change any term of this Agreement unless the law prohibits us from doing so. We will give you notice of any changes as required by law. If we do notify you of changes, we will send you a separate notice or inform you on your

Statement. We may send this notice to you electronically as permitted by law. Our notice will tell you when and how the changes will take effect and describe any rights you have in connection with the changes.

If we increase your Fees or other terms of your Account we will notify you in writing and inform you of your options in advance, including the right to opt out of some of these changes.

If your payment is not received within 60 days after the payment due date, we may increase your Interest Charges and Fees for existing balances and new transactions at any time. We may change any other terms of your Account at any time.

The Law that Applies to Your Agreement.

The issuer of your Card is Celtic Bank, a Utah-Chartered Industrial Bank, Member FDIC. In accepting a Deserve MasterCard, you agree to the following provisions: (1) This Agreement (including account and services related to this account) will be interpreted by the laws of the state of Utah. This means that the laws of the state of Utah will govern any dispute arising from or relating to this Agreement. Federal law will also be used when it applies. (2) You waive any applicable statute of limitations as the law allows. Otherwise, the applicable statute of limitations period for all provisions and purposes under this Agreement (including the right to collect debt) will be the longer period provided by Utah law or the law in the jurisdiction where you live. (3) Regarding venue, you agree to submit to the jurisdiction of the state of Utah and federal courts in and for Salt Lake City and Salt Lake County, Utah. This means that any dispute, action or proceeding relating to this Agreement will be brought in the Federal District Court of Utah or state court in the county of Salt Lake City. (4) See applicable Arbitration Provision below.

Accordingly, it is important that you read the provisions of this section, the Arbitration Provision below, and the entire Agreement carefully. If any part of this Agreement is found to be unenforceable, the remaining parts will remain in effect.

WAIVER OF JURY TRIAL

Unless prohibited by applicable law, if you sign this Agreement, you waive your right to have a jury trial to resolve any dispute you may have against us or a related third party. This Waiver of Jury Trial provision does not apply to you if, at the time of entering into this

Agreement, you are a resident of Arkansas or a member of the armed forces or a dependent of such a member covered by the Federal Military Lending Act.

CLASS ACTION WAIVER

Unless prohibited by applicable law, if you sign this Agreement, you waive your right to ask a court or an arbitrator to allow you to pursue any claims on a class action basis or in a representative capacity on behalf of the general public, other borrowers or other persons similarly situated. Furthermore, claims brought by you against us or by us against you may not be joined or consolidated with claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. For purposes of this Class Action Waiver, the terms “**we**,” “**us**” and “**our**” shall also include Celtic Bank and each of its employees, directors, officers, shareholders, governors, managers, members, parent companies, affiliated entities, successors or assignees (including but not limited to Deserve, Inc.), the servicer of your Card and any third party who is named as a co-defendant with us in a claim asserted by you. In the event of a conflict between this CLASS ACTION WAIVER provision and the ARBITRATION PROVISION, the ARBITRATION PROVISION shall control. This CLASS ACTION WAIVER does not apply to you if, at the time of entering into this Agreement, you are a Covered Borrower under the Military Lending Act.

ARBITRATION PROVISION

Arbitration is a process in which persons with a dispute(s): (a) agree to submit their dispute(s) to a neutral third person (an "arbitrator") for a decision; and (b) waive their rights to file a lawsuit in court to resolve their dispute(s). Each party to the dispute(s) has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision.

THIS ARBITRATION PROVISION APPLIES UNLESS (1) YOU HAVE EXERCISED OR EXERCISE YOUR RIGHT TO REJECT ARBITRATION OR (2) AS OF THE DATE OF THIS AGREEMENT, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT. IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE COVERED BY THE MILITARY

LENDING ACT, IN WHICH CASE THIS ARBITRATION PROVISION DOES NOT APPLY TO YOU, PLEASE CONTACT US AT 1-800-316-7258.

READ THIS ARBITRATION PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

YOU HAVE THE RIGHT TO OPT-OUT OF (NOT BE BOUND BY) THIS ARBITRATION PROVISION AS DESCRIBED BELOW. IF YOU DO NOT DO SO:

- a. YOU ARE WAIVING YOUR RIGHT TO HAVE A JURY OR A COURT, OTHER THAN A SMALL CLAIMS COURT OR SIMILAR COURT OF LIMITED JURISDICTION, RESOLVE ANY CLAIM THAT IS SUBJECT TO ARBITRATION; and**
- b. YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN COURT OR IN ARBITRATION WITH RESPECT TO ANY CLAIM THAT IS SUBJECT TO ARBITRATION.**

THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

Interstate Commerce

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1 et seq., and not by any state arbitration law.

Scope

For purposes of this Arbitration Provision, the word “Claim” has the broadest possible meaning and includes, without limitation (a) all federal or state law claims, disputes or controversies, whether preexisting, present or future, arising from or relating directly or indirectly to this Agreement, the relationship between you and us, the information you gave us before entering into this Agreement, including your application, and/or any past agreement or agreements between you and us, any loan or credit product or related

product or services obtained from us and any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning the same; (b) all initial claims, counterclaims, cross-claims and third-party claims and claims which arose before the effective date of this Arbitration Provision; (c) all common law claims based upon contract, tort, fraud, or other intentional torts; (d) all claims based upon a violation of any local, state or federal constitution, statute, ordinance or regulation, including without limitation all claims alleging unfair, deceptive or unconscionable trade practices; (e) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (f) all claims asserted by you individually against us and/or any of our employees, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities, or assignees (including but not limited to Deserve, Inc.) or against the servicer of your Card (hereinafter collectively referred to as "**related third parties**"), including claims for money damages, restitution and/or equitable or injunctive relief; (g) claims asserted by you against other persons and entities if you assert a Claim against such other persons and entities in connection with a Claim you assert against us or related third parties; and (h) all data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you. Notwithstanding the foregoing, the word "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the provision titled "Class Action Waiver" set forth below, subparts A and B of the provision titled "Binding Effect; Survival; Severability" set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. In addition, this Arbitration Provision will not apply to (1) any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; or (2) any disputes that are the subject of a class action filed in court that is pending as of the effective date of this Arbitration Provision in which you are alleged to be a member of the putative class for as long as such class action is pending.

Class Action Waiver

Notwithstanding any other provision of this Arbitration Provision, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member, or (b) to join or consolidate Claims with Claims of any other persons. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claims brought by such an agency). An award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (ii) make an award for the benefit of, or against, anyone other than a named party. No arbitration administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Class Action Waiver shall be determined exclusively by a court and not by the administrator or any arbitrator.

Electing Arbitration

A party may elect arbitration of a Claim by sending the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested. Your notice must be sent to **Celtic Bank, 268 South State Street, #300, Salt Lake City, Utah 84111**, and our notice must be sent to the most recent address for you in our files. If a lawsuit concerning the Claim has been filed, such notice can be provided by papers filed in the lawsuit, such as a motion to compel arbitration.

Administrator

Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association, 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), <http://www.adr.org>; or JAMS, 8401 N. Central Expressway, Suite 610, Dallas, TX 75225 (1-800-352-5267), <http://jamsadr.com>. However, the parties may agree to a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the arbitrator's rules. If the AAA and JAMS are unable or unwilling to serve as administrator, or the parties are unable to agree upon another administrator, a court with jurisdiction shall determine the administrator or arbitrator. The arbitration hearing will take place at a location reasonably convenient to where you reside.

If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within 20 days in writing by certified mail, return receipt requested, of your decision to select an arbitration organization or your desire to select a local arbitrator. Your notice must be sent to **Celtic Bank, 268 South State Street, #300, Salt Lake City, Utah 84111**. If you fail to notify us, then we have the right to select an arbitration organization. The arbitration will be governed by the rules and procedures of this arbitration organization applicable to individual consumer disputes. You may get a copy of the rules and procedures by contacting the arbitration organization listed above. In an event of a conflict between the provisions of the Arbitration Provision, on the one hand, and any applicable rules of the AAA or JAMS or other administrator used or any other terms of this Agreement, on the other hand, the provisions of this Arbitration Provision shall control. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

Non-Waiver

Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. For example, if we file a lawsuit against you in court to recover amounts due under the Agreement, you have the right to request arbitration, but if you do not elect to request arbitration, we reserve and do not waive the right to request arbitration of any Claim (including any counterclaim) you later assert against us in that or any related or unrelated lawsuit. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

Arbitrator and Award

Any arbitrator must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure or evidence that would apply in a court, nor by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitations and privileges that a court would apply if the matter were pending in court. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the FAA, which would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an

arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

Fees and Costs

At your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to you for Claim(s) asserted by you in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again). We will not seek reimbursement of such fees from you even if we prevail in the arbitration. In addition, the administrator may have a procedure whereby you can seek a waiver of fees charged to you by the administrator and arbitrator. We will always pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this Arbitration Provision to be enforced. The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by this Agreement, the administrator's rules or applicable law. With respect to Claim(s) asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. At the timely request of either party, the arbitrator shall write a brief explanation of the grounds for the decision.

Appeal

The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount in controversy exceeds \$50,000, and if permitted by the Administrator's rules, you or we can, within 14 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled "Fees and Costs." Any final decision of the appeal is subject to

judicial review only as provided under the FAA. A judgment on the award may be entered by any court having jurisdiction.

Notice and Cure; Special Payment

Prior to initiating a Claim, you may send us a written Claim Notice. In order for a Claim Notice to be valid and effective, it must: (a) state your name, address and Account number; (b) be signed by you; (c) describe the basis of your Claim and the amount you would accept to resolve the Claim; (d) state that you are exercising your rights under the “Notice and Cure” paragraph of the Arbitration Provision; and (e) be sent to us by certified mail, return receipt requested, at **Celtic Bank, Attn: General Counsel, 268 South State Street, #300, Salt Lake City, Utah 84111**. This is the sole and only method by which you can submit a Claim Notice. Upon receipt of a Claim Notice, we will credit you for the standard cost of a certified letter. You must give us a reasonable opportunity, not less than 30 days, to resolve the Claim. If, and only if, (i) you submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys’ fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated.

Binding Effect; Survival; Severability

This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision shall survive any bankruptcy to the extent consistent with applicable bankruptcy law. The Arbitration Provision survives any termination, amendment, expiration or performance of this Agreement and any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any part of this Arbitration Provision is

deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as follows:

- a. The parties to this Arbitration Provision acknowledge that the provision titled "Class Action Waiver" is material and essential to the arbitration of any disputes between the parties and is non-severable from this Arbitration Provision. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.
- b. If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the provision titled "Class Action Waiver" prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

Opt-Out Process

You may choose to opt out of this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing postmarked within sixty (60) calendar days of the date of this Agreement at the following address: **Celtic Bank, 268 South State Street, #300, Salt Lake City, Utah 84111**. Your notice must be sent to us by certified mail, return receipt requested. Upon receipt of an Opt-Out Notice, we will credit you for the standard cost of a certified letter. Your Opt-Out Notice must include your name, address, Social Security number, the date of this Agreement, a statement that you wish to opt out of the Arbitration Provision and must not be sent with any other correspondence. Indicating your desire to opt out of this Arbitration Provision will not affect your other rights or responsibilities under this Agreement and applies only to this Arbitration Provision between you and us.

Military Lending Act Disclosure

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To be provided with an oral disclosure of this information, please call toll-free 1-800-316-7258.

Waiver.

We will not lose any of our rights if we delay taking any action for any reason or if we do not notify you. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future. We may always enforce our rights later and may take other actions not listed in this Agreement if the law allows them. You do not have to receive notice from us of any waiver, delay, demand or dishonor. We may proceed against you before proceeding against someone else.

Assignment.

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not transfer your Account or your Agreement to someone else without our written permission.

We may transfer your Account and this Agreement to another company or person without your permission and without prior notice to you. They will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after you are informed or learn that we have transferred your Account or this Agreement, we can handle your payment in any way we think is reasonable. This includes returning the payment to you or forwarding the payment to the other company or person.

Glossary.

Account means your Card Account with us.

Annual Percentage Rate, or APR, is the percentage you are charged annually for the debt that you accrue.

Billing Cycle means a period of time that might vary in length but is approximately 30 days. The specific period of time is described on each Statement. However, you will have a Billing Cycle even if a Statement is not required.

We will often specify a Billing Cycle by the month in which its closing date occurs as provided on the Statement. For example, a "March Billing Cycle" will have a closing date in March. We may also refer to a Billing Cycle as a "Billing Period." If your Account balance has charged off, we may switch to quarterly Billing Cycles to your Account.

Business Day means any day our offices are open for the processing of payments and credits.

Card means any Card associated with your Account, which includes all renewals and substitutions. It also means any other access device for your Account we give you that allows you to obtain credit.

Credit means an accounting entry that decreases a liability; in this case, your outstanding balance with Deserve.

Credit Limit means the amount of credit extended to you.

Daily Periodic Rate, is calculated at $1/365$ of your APR.

Fees means conditional charges imposed on your Account that are not based on the Annual Percentage Rates.

Interest Charges means any charges to your Account based on the application of Annual Percentage Rates.

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

Payment Card Network means MasterCard International Incorporated, or any other network provider displayed on the Card.

Segments means the different parts of your Account we may establish that are subject to unique pricing, grace periods, or other terms. We create these parts of your Account for such things as your purchases and Special Transfers.

Special Transfer means a Transfer posted to the Special Transfer Segment of your Account and not to your purchase Segment.

Statement means a document or information we provide to you showing Account information including, among other things, transactions made to your Account during a Billing Cycle. We might also refer to your Statement as a “Periodic Statement” or a “Billing Statement.”

Transfers means balances transferred from other Accounts to this Account and includes Balance Transfers and Special Transfers.

Truth in Lending Disclosure means any Account information we provide to you that is required by the federal Truth in Lending Act and Regulation Z. These include your application and solicitation disclosures, Account opening disclosures, subsequent disclosures, Statements, and change in terms notices.

YOUR BILLING RIGHTS

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the [Fair Credit Billing Act](#).

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

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

Deserve, Inc.

P.O. Box 1286

Menlo Park, CA 94026-1286

In your correspondence, 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. 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 exert this right, all of the following must be true:

- 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.)
- 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. Deserve does not offer cash advances, ATM access, or credit card access checks.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Deserve, Inc.

PO Box 1286

Menlo Park, CA 94026-1286

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.

ADDITIONAL DISCLOSURES

Vermont, Rhode Island and New York Residents: You understand and agree that we may obtain a consumer credit report in connection with any updates, renewals or extensions of any credit as a result of your application and card membership. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You also understand and agree that we may obtain a consumer credit report in connection with the review or collection of any extension of credit made to you or for other legitimate purposes related to such extension of credit.

Married Wisconsin Residents: If you are married: (i) you confirm that this Account is being incurred in the interest of your marriage or family; (ii) no provision of any marital property agreement, unilateral agreement, or court decree under the Wisconsin Marital Property Act will adversely affect a creditor's interest unless, before the time credit is granted, the creditor is furnished a copy of that agreement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred; (iii) you understand and agree that we will provide a copy of this Agreement to your spouse for his or her information. You must notify us if you have a spouse by sending your name and your spouse's name and address to us at PO Box 1026, Menlo Park, CA 94026.

California and Utah Residents:

As required by California and 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 obligations

All Residents: You promise us that you are not planning to file bankruptcy at the time of your application for your Account.