

# Upwardli Credit Card Agreement

*Last revised: September 10, 2024 (V2)*

## **PLEASE READ THIS DOCUMENT CAREFULLY**

Please read through this Upwardli Credit Card Agreement (“Agreement”), including the Important Information section located below the Table of Contents, for eligibility, fee, arbitration agreement, and other important information. Please keep this Agreement for your records. The [Partner Name] Upwardli Mastercard Charge Card (“Card”), and its respective credit card accounts (each a “Card” and a “Card Account,” as further defined below) are offered by Cross River Bank (“Bank”), a New Jersey State Chartered Bank and member of the Federal Deposit Insurance Corporation (“FDIC”), and are distributed and serviced by Upward Financial, Inc., Inc. dba Upwardli (“Upwardli”) on behalf of the Bank. “We,” “us,” and “our” means Bank and its successors and assigns.

I. **IMPORTANT INFORMATION**

A. **TRUTH IN LENDING AND CARD ACT DISCLOSURES**

**IMPORTANT PRICING INFORMATION ABOUT YOUR CARD ACCOUNT**

<b>Annual Percentage Rates (APR) for Purchases</b>	0%
<b>Annual Percentage Rates (APR) for balance transfer</b>	Not Allowed
<b>Paying Interest</b>	Your payment due date is at least 21 days after the close of each billing cycle. There is no interest charged on your account. Your entire balance must be paid in full by the due date each month.
<b>Minimum Interest Charge</b>	There is no interest charged on your account.
<b>Annual Percentage Rates (APR) for cash advance and withdrawals</b>	0%
<b>Penalty Annual Percentage Rate (APR)</b>	0%
<b>For credit card tips from the Consumer Financial Protection Bureau</b>	For Credit Card Tips from the Consumer Financial Protection Bureau To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at: <a href="http://www.consumerfinance.gov">http://www.consumerfinance.gov</a>
<b>Annual Fee</b>	<b>\$0</b>
<b>Foreign Transaction Fees</b>	<b>3%</b> of the full transaction amount (minimum <b>\$0.50</b> )
<b>Card Replacement Fee</b>	<b>\$5</b>
<b>Expedited Card Replacement Fee</b>	<b>\$25</b>
<b>Penalty Fees</b>	<b>\$0</b>
<b>Late Payment Fees</b>	<b>\$0</b>
<b>Over the Spending Limit Fee</b>	<b>\$0</b>
<b>Return Payment Fee</b>	<b>\$5</b>

<b>ATM Withdrawal Fee</b>	<b>\$2.50</b> per transaction at all out of network ATMs for cash advances. Transactions at Allpoint network ATMs are fee-free.
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**Minimum Balance Requirements:** There is no minimum balance required to open your Account, avoid the imposition of a fee, or obtain a disclosure of your APY (Annual Percentage Yield)

**How will we calculate your balance:** We use a method called “average daily balance” (including new purchases)

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your cardholder agreement.

The [Partner Name] / Upwardli Charge Card is offered by Cross River Bank, a New Jersey State Chartered Bank, Member FDIC.

**B. The Card Account Is Only Available Electronically**

This Card Account and the Secured Account are only available electronically. By applying for the Card Account and the Secured Account, you agreed to receive all disclosures electronically pursuant to the Upwardli Electronic Communications Agreement which you previously agreed to when you opened your account.

If you do not have the systems needed or valid and accurate email address or mobile phone number to receive disclosures electronically, we cannot provide the Card and the Secured Account to you. See Consent to Electronic Disclosures in your Agreement and your Secured Account Agreement (as defined below). If, for some reason, you cannot receive communications electronically in the future, Upwardli reserves the right to terminate your Card Account and Secured Account.

**C. Credit Reports**

We may report information about your Card Account to credit reporting agencies and others. Information we provide to such parties may appear on your credit reports.

**D. State Disclosures**

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

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

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

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

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

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

#### **E. Military Lending Act Disclosure**

Federal law provides important protections to active duty members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a card account). To hear this same disclosure and for a general description of your payment obligations for this Account, call the following toll-free number: 1-(888) 789-1482.

If you are a “covered borrower” under the [Military Lending Act](#), which generally includes an active duty servicemember or dependent of a servicemember and is defined at 32 CFR § 232.3, (i) then you are not bound by the Arbitration Agreement set forth below or the waivers in the “No Waiver of Rights” section below, and (ii) notwithstanding anything to the contrary in this Agreement, to the

extent required by the Military Lending Act, nothing in this agreement will be deemed a waiver of your right to legal recourse under any otherwise applicable provision of state or federal law.

## II. YOUR SECURED CHARGE CARD AGREEMENT WITH US

**NOTICE: EXCEPT AS PROVIDED ABOVE UNDER “MILITARY LENDING ACT DISCLOSURE,” THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.**

This Agreement outlines the terms and conditions governing your use of your Card and your Account. Defined terms used in this Agreement include:

- **“Account”** and **“Card Account”** means the [Partner]-branded / Upwardli Mastercard Charge Card account that is opened for you and that is subject to the terms of this Agreement.
- **“Available to Spend Amount”** is the amount you may spend with your Card without exceeding your Spending Limit. Subject to the following provisions of this Agreement, your Available to Spend Amount will be equal to the amount of your Spending Limit, minus the sum of your Total Due, any Pending Transactions, and any payments that have not yet cleared. As provided in this Agreement, your Available to Spend Amount will change from time to time based on the amount of funds in your Secured Account, your use of the Account for Purchases and as you make payments on your Card Account.
- **“Billing Cycle”** means the interval between Billing Statements. Each Billing Statement shows a closing date. The statement closing date is the last day of the Billing Cycle for that Billing Statement.
- **“Billing Statement”** shall have the meaning given in the “Billing Statements” section below.
- **“Business Day”** means every day except Saturdays, Sundays and federal holidays.
- **“Card”** means the [Partner]-branded / Upwardli Mastercard Charge Card issued to you for your Card Account.
- **“Cash Access”** or **“Cash Advance”** means cash you obtain on your Card Account in any of the following ways: (a) by presenting the Card or any credit device we supply to you to any participating Mastercard financial institution to obtain cash, or (b) by using the Card at an Automated Teller Machine (“ATM”) or other device available for this purpose to obtain cash.
- **“Debt”** has the meaning given in the “Our Rights Upon Default” section below.
- **“Default”** has the meaning given in the “Our Rights Upon Default” section below.
- **“Good Standing”** means a Card Account that is not suspended or flagged and does not have a history of fraudulent disputes or financial loss to Upwardli, as determined by Upwardli in its sole discretion.
- **“Initial Spending Limit”** has the meaning given in the “Your Spending Limits” section below.
- **“New Balance”** means the total outstanding balance of your Card Account at the end of any Billing Cycle, as shown on your Billing Statement. The New Balance is calculated as the sum of all purchases and transactions posted to the Card Account from the applicable Billing Cycle (including fees and charges), minus any payments and credits that we receive.

- **“Payment Due Date”** means the date that the Total Due amount as shown in the Billing Statement is due. Your Payment Due Date is on the first (1st) of every month.
- **“Pending Transactions”** has the meaning given in the “Secured Account and Available to Spend Amount Availability” section below.
- **“PIN”** means a personal identification number assigned to your Card Account.
- **“Purchase”** means your purchase of goods or services with the use of a Card or Card Account number (including, without limit, Purchases made in person, on the Internet, through mail order, or over the telephone). Tax payments made with your Card Account (including any fees charged by a tax agency) are Purchases.
- **“Secured Account”** has the meaning given in the “Grant of Security Interest” section below and is the deposit account you have with us that, together with the Funds (as defined below) you deposit in it, secures your debt under this Agreement.
- **“Secured Charge Card”** means a secured credit card that requires payment in full every month. It does not have a preset limit; rather, purchases get approved based on the Available to Spend Amount. Since charge card balances must be paid in entirety by the Payment Due Date, there is no interest rate or minimum payment. Additionally, as described more completely below, the Secured Charge Card is secured by the Secured Account.
- **“Spending Limit”** is the limit you can spend on your Card, which generally depends on the amounts available in your Secured Account. Your Card has no preset Spending Limit. While there is no predetermined Spending Limit, this does not mean you have unlimited purchasing power on your Card. For additional information, see below.
- **“Statement Date”** means the day a Billing Statement was issued.
- **“Total Due”** means the total outstanding balance you owe on your Card Account, which includes your New Balance as well as any amounts past due, charges, and fees you may owe, minus any payments and credits received since your last Billing Statement. To avoid Default, you will need to pay the Total Due amount listed in a Billing Statement on or before a Payment Due Date.

## **A. Security Agreement**

### **1. GRANT OF SECURITY INTEREST**

**AS A CONDITION OF RECEIVING A CARD, YOU HEREBY AGREE GRANT THE BANK A SECURITY INTEREST IN YOUR SECURED UPWARDLI DEPOSIT ACCOUNT (THE “SECURED ACCOUNT”). YOUR CARD ACCOUNT IS SECURED BY THE SECURED ACCOUNT THAT YOU ARE REQUIRED TO ESTABLISH AND MAINTAIN IN ORDER TO HAVE THE CARD ACCOUNT. TO SECURE ALL OF YOUR OBLIGATIONS ARISING UNDER THIS AGREEMENT, YOU ASSIGN, TRANSFER, PLEDGE, GRANT A SECURITY INTEREST IN, AND SET OVER TO THE BANK ALL RIGHTS, TITLE AND INTEREST IN THE SECURED ACCOUNT, THE FUNDS IN SUCH ACCOUNT, AND IN ALL RENEWALS, ADDITIONS AND PROCEEDS OF SUCH ACCOUNT AND SUCH FUNDS.**

Any Debt arising under this Agreement includes all amounts you owe to us in connection with this Agreement, including but not limited to fees and charges that may accrue under your Card Account,

as well as any extension, refinance, or renewal of any such obligations, and any expenses that we incur in enforcing your obligations under this Agreement. You agree that the security interest, pledge, and assignment arising under this section includes and gives the Bank the right to redeem, collect and withdraw any part of the full amount of the funds ("Funds") in the Secured Account upon any Default under the Credit Card Agreement or in the event your Secured Account is terminated for any reason. You acknowledge and agree that this security interest, pledge, and assignment means that the Bank has exclusive control over the Secured Account.

## **2. No Other Liens**

You will not permit any third party to have a security interest or other lien on the Secured Account or any part of the Funds. You also will not permit any third party to establish control over the Secured Account.

## **3. The Bank's Rights Over Your Secured Account and Funds.**

If you Default under this Agreement, the security interest, pledge and assignment in your Secured Account and Funds given to us by you by this Security Agreement gives the Bank the right to make settlements or compromises on your Secured Account; transfer your Secured Account to the Bank's own name; or exercise ownership rights in connection with your Secured Account. To the extent permitted by law, you waive any right to require the Bank to: (i) proceed against you or any other person; (ii) proceed against or exhaust any security you have provided to us through other agreements; or (iii) pursue any other remedy in the Bank's power. We may, without prior notice, and from time to time: (1) renew, compromise, extend, accelerate or otherwise change the terms relating to the Debt; (2) take and hold security other than the Secured Account for payment of the Debt and enforce, exchange and release the security in any manner that the Bank determines is proper; (3) release or substitute you, any guarantor, or any endorser of the Debt; and (4) increase or lower the Spending Limit on your Card Account, and no such action shall change the fact that the Secured Account at all times will be held by the Bank as security for the Debt.

## **4. No Interest on Funds**

The Secured Account is a non-interest bearing account; therefore, no interest will be paid to you on the Secured Account.

## **5. Applying Funds to the Card Account**

If you are in Default under this Agreement or your Account is closed for any reason, we may apply the Funds towards any outstanding Debt and we may do so without any additional notice to you or any demand for payment from you. You will continue to be responsible for any outstanding Debt. Our rights under this provision are in addition to any others we have under this Agreement or applicable law. You are still responsible for the repayment of any Debt that is not satisfied by the application of Funds to the Debt.

## **6. Secured Account Agreement**

You have also been provided with the Secured Deposit Agreement (the "Secured Account Agreement"). You agree that the terms of the Secured Account Agreement apply to your Secured Account. Please see the Secured Account Agreement for other important terms. If any term in the Secured Account Agreement conflicts with this Agreement, then this Agreement will prevail.

### **B. Agreement to Terms**

By applying for a Card Account, signing the Card or otherwise using or consenting to the use of the Card Account, you agree to the terms and conditions of this Agreement and that this Agreement will govern your Card Account, the use of your Card, and all credit extended under this Agreement. You also agree that your use of your Card Account, whether by use of your Card or otherwise, will constitute your acceptance of, and will be subject to, this Agreement.

### **C. Using Your Card Account**

**a. Available Transactions.** Subject to your Available to Spend Amount, you may use your Card and your Card Account to make Purchases and obtain Cash Access so long as you are not in Default of this Agreement. You may not obtain balance transfers from your Card Account or initiate balance transfers to your Card Account. You can make Purchases as described in the definition of Purchase, above. When you open your Card Account, you may create a PIN. If you do create a PIN, you can obtain Cash Access at any authorized ATM or merchant point of sale wherever Mastercard permits by using your Card and PIN.

**b. Limitations on Using Your Card Account.** You agree to use your Card Account only for personal, family, or household purposes. You also promise that your Card Account will not be used for purposes that are illegal under state or federal law, including without limitation illegal gambling activity. We reserve the right to deny transactions or authorizations from merchants that appear to be engaged in illegal activities. We are not responsible if anyone does not allow you to use your Card Account or refuses to accept your Card. We may decline any transaction at any time.

### **D. Your Spending Limits**

Your Spending Limit is tied to and/or limited by the balance of your Secured Account. If we approve your Credit Account, the initial Spending Limit for your Card Account will be \$0. In order to increase your Spending Limit, you must activate your Card and make a deposit (either directly or through a third party) in your Secured Account. Your Spending Limit may vary depending on the amount of funds in your Secured Account and other factors such as purchases, payments, and our fraud and risk criteria. You agree that we may decrease your Spending Limit by the amount of any decrease in the funds in your Secured Account.

### **E. Your Available to Spend Amount Obligations**

You may not to engage in any transactions that will cause you to exceed your Spending Limit. This means that you may spend only up to your Available to Spend Amount, which is equal to the amount of your Spending Limit, minus the sum of your Total Due, any Pending Transactions, and any payments that have not yet cleared. We may decline any transaction that would cause you to exceed your applicable Available to Spend Amount.

**F. Cash Access and Transaction Limitations**

With your PIN, you may use the Card to obtain cash from your Card Account at any ATM device, as permissible by a merchant that bears the Mastercard marks. All ATM transactions are treated as cash advance withdrawal transactions. You may use the Card at an ATM and withdraw funds at a participating bank. Cash Advances (ATM cash withdrawals) and purchases are all subject to your Available to Spend Amount. Cash Access methods other than through an ATM, such as over the counter transactions, may not be available.

Below is the itemized cash access limit for your Card Account at the time of account opening. Certain members may later be eligible for higher limits at our discretion, based on Card Account history. We may change these limits from time to time at our sole discretion. We will notify you of any limits or changes to these limits if required by applicable law. To determine the Upwardli limits that apply to you, you can access them under the settings section of the Upwardli mobile banking application (“Mobile App”), contact Upwardli customer support by emailing us at [support@upwardli.zendesk.com](mailto:support@upwardli.zendesk.com), or chat with an agent in the Mobile App.

Transaction Type	Frequency and/or Dollar Limits
Cash Advances	Limit of up to 5 transactions per day.  Up to \$500.00 per day, or up to your Available to Spend Amount if your Available to Spend Amount is less than \$500.00.

In addition, we may impose daily spending limits on your Card Account depending on risk factors.

**G. Secured Account and Available to Spend Amount Availability**

Payments on your Card Account and deposits and withdrawals in your Secured Account will change your Available to Spend Amount. Pending Purchases, merchant credits for returns, and authorization holds (“Pending Transactions”) may have an effect on your Available to Spend Amount. This section describes when and how your Purchases, Pending Transactions, Card Account payments and changes to your Secured Account balance will affect your Available to Spend Amount. Crediting of payments for purposes of your scheduled payment obligations is described in “Receipt and Crediting of Payments” below. For purposes of your Available to Spend Amount, the following changes will apply:

a. Payments you make on your Card Account from your Secured Account will increase your Available to Spend Amount within one (1) business day after we receive the payment;

b. Single or recurring payments you make on your Card Account from your Secured Account will decrease your Available to Spend Amount immediately after we receive the payment;

c. Purchases, including any Authorization Holds as described below, will decrease your Available to Spend Amount immediately;

d. Subject to the following provisions below, deposits made in your Secured Account may not necessarily increase your Available to Spend Amount, due to Pending Transactions.

e. Withdrawals or transfers out of your Secured Account will result in an immediate decrease to your Available to Spend Amount equal to the amount of the withdrawal or transfer including any applicable fees for the execution of such withdrawal or transfer.

Except as provided in this Agreement, for purposes of your access to funds in your Secured Account, at no time will you be able to access more than the Available to Spend Amount. See Secured Account Agreement.

#### **H. Promise to Pay**

**a. General Promise to Pay.** You promise to pay us the Total Due amount that is shown on your Billing Statement on or before each Payment Due Date set forth on your Billing Statement. This obligation to pay the aforementioned Total Due amount applies even where your Card Account may be suspended, or where we have canceled or suspended certain privileges associated with your Card Account. If we do not receive your Total Due amount that is shown on your Billing Statement by the Payment Due Date reflected on your Billing Statement, it will be considered late and you will be in Default. See “Our Rights Upon Default” below, for consequences of Default.

**b. Making Payments.** All payments to us must be made in U.S. Dollars. You will be enrolled for automatic payments from your Secured Account to your Card Account at enrollment. You can unenroll from automatic payments at any time thereafter in the Mobile App, or by contacting a Upwardli agent at support@upwardli.zendesk.com or 1-(888) 789-1482.

You are not required to set up automatic payments to be approved for a Card Account or be able to deposit funds into the Secured Account or make purchases with your Card Account, and you may unenroll from Auto-Pay at any time. Your access to credit and “Available to Spend Amount” will be determined in the same manner whether or not you enable automatic payments. You may disable automatic payments in the Mobile App.

If you enable automatic payments, funds from your Secured Account will be used to pay up to your Total Due as you have instructed as defined by the “Auto-Pay Date” on Schedule 1 (the “Automatic

Payment Dates”). Automatic payments will be made on the 1st of every calendar month for the remainder of any Total Due amount on your Card Account, and on such other dates as may be instructed by you from time to time in the Mobile App. Automatic payments will be made even where your Card Account may be suspended, or where we have canceled or suspended certain privileges associated with your Card Account. **When your payment is applied, your Available to Spend Amount will be reduced until you replenish your Secured Account balance.**

By agreeing to this Agreement, you are enrolled in automatic payments subject to the AutoPay terms as set forth in Schedule 1 here.

You can also make payments by:

- Logging onto the Mobile App to make one-time manual payments from any bank account (including the Secured Account that belongs to you, or
- Contacting a Upwardli agent in the Mobile App, at [support@Upwardli.com](mailto:support@Upwardli.com), or at 1-(888) 789-1482, to authorize us to make one-time payments from your Secured Account on your behalf.

We will not charge you a fee when you use your Secured Account to make a payment. We will also not charge you a fee when you use another third-party bank account to add funds to your Secured Account. However, it is possible that the third-party bank account might charge you a fee to add funds to your Secured Account. See “Fees” below. Where your Card Account may be suspended, or where we have canceled or suspended certain privileges associated with your Card Account, you may make payment using the Mobile App. If you need your Secured Account information to initiate payment, contact us in the Mobile App, at [support@Upwardli.com](mailto:support@Upwardli.com), or at 1-(888) 789-1482, to authorize us to make payments from your Secured Account on your behalf.

**c. Total Due Payment Requirement.** You must pay the Total Due that is shown on each Billing Statement and we must receive that payment on or before the Payment Due Date shown on each Billing Statement. The Payment Due Date will be the same day of each calendar month (although if the Payment Due Date is not a Business Day, we will treat any payment received by 5:00 p.m. Pacific Time on the next Business Day as having been made on the Payment Due Date). See “Receipt and Credit of Payments,” below. If your payment of the Total Due amount that is shown on the applicable Billing Statement is not received by your Payment Due Date, you will be in Default. See “Our Rights Upon Default” below, for consequences of Default.

#### **I. Receipt and Crediting of Payments**

To ensure a timely payment, your payment authorization must be received by 5 p.m. Pacific Time on a Business Day in order to be credited to your Card Account on that day. For purposes of your payment obligations, the following describes when your payments must be made in order to be credited to your Card Account on a timely basis.

a. **Secured Account Payments:** A Upwardli Payment received by us by 5:00 p.m. Pacific Time will be credited to your Card Account at the time that we receive it. A “Upwardli Payment” is a payment that is authorized using your Secured Account that is delivered on or before your Payment Due Date.

b. **Application of Payments.** Subject to applicable law, we will apply and allocate payments and any credits on your Card Account among balances and charges in any order and manner determined by us in our sole discretion. You agree that we have the unconditional right to exercise this discretion in a way that is most favorable or convenient to us.

c. **Irregular Payments.** We may accept late payments, partial payments, or payments marked “payment in full” without losing our rights under this Agreement, including the right to require full payment of all amounts owed under this Agreement.

#### **J. Authorization Holds**

Transactions at some merchants (such as hotels, car rental companies, restaurants, and gas stations) may result in temporary authorizations for amounts greater than the actual Purchase amount. If this happens, it will make your Available to Spend Amount decrease for several days (usually until the date the actual Purchase amount is received by us from the merchant). Because such transactions may take several days to post as a Purchase amount on your Card Account, you may see such amounts posted to your Card Account even where your Card Account has previously been suspended or any credit privileges have been canceled or suspended.

#### **K. Our Rights Upon Default**

a. **Events of Default.** Subject to applicable law, we may consider your Account to be in default if any of the following occurs (“Default”): (i) you fail to pay us all amounts you owe on your Card Account as shown on an applicable Billing Statement on or before the Payment Due Date, including without limitation, any other charges and fees described in this Agreement, (ii) you fail to meet the conditions, to perform any obligation, or to make any required payment under this Agreement or any other agreement that you make with us relating to the Debt; (iii) we determine that you have given us false or misleading information or misrepresentations; (iv) you die; (v) any government authority takes action that we believe adversely affects your financial condition or ability to repay the Debt; (vi) we determine that such is necessary for compliance reasons, or (vii) you file a bankruptcy petition, a bankruptcy petition is filed against you, or you make a general assignment for the benefit of creditors.

b. **Consequences of Default.** If your Card Account is in Default, we may take certain actions with respect to your Card Account. For example, we may take the following actions, without notifying you, unless the law says we must give you notice:

(i) As soon as one (1) day past the Payment Due Date:

1. Send you communications demanding that you immediately pay the Total Due as of the date of the applicable Billing Statement;
2. Deny authorizations and/or transactions on your Card;
3. Exercise our right under the Security Agreement above to collect funds in your Secured Account to satisfy your obligations to us in connection with your Card Account.

(ii) As soon as one hundred and eighty (180) days past the Payment Due Date:

1. Charge off your Card Account;
2. Close and/or suspend one or more of your Card, Card Account, or Secured Account;
3. Continue to charge you fees as long as your relevant Total Due balance remains outstanding;
4. File a lawsuit against you, or pursue any other action that is not prohibited by law, including continuing collection efforts to recover any outstanding balances.

**c. Our Rights Upon Your Default.** Upon any Default, we are authorized to exercise all of our rights under the security interest that you have granted to us in the Security Agreement above. Without limiting the foregoing, we may declare all of the Debt immediately due and payable, act as and exercise all the rights of an owner of the Secured Account, withdraw Funds from the Secured Account, and apply all or any portion of the Funds at any time(s) to repayment of the Debt and our costs in enforcing our rights hereunder and under the Secured Account Agreement. Your Card Account privileges may also be suspended, subject to reinstatement at our discretion. We are irrevocably appointed as attorney-in-fact for the limited purpose of executing any instruments required to satisfy the Debt.

Our rights stated in this Agreement and in the Secured Account Agreement are in addition to any others we have under the law. If there is a conflict regarding the security interest between this Agreement and any other agreement, this Agreement will control. You represent that no insolvency proceeding or general assignment for creditors is pending that would affect the Bank's security interest. If the Bank waives or delays exercising a right, it does not forfeit that right or any others. You waive any defense you may have against the Bank. The Bank can exercise its rights against the Secured Account even if you are no longer liable on the Debt because of a statute of limitations or because of other reasons. Until the Debt is fully repaid and you have no further obligations under this Agreement, you will subordinate in favor of the Bank any right of subrogation and any right to enforce a remedy the Bank now has or may later have. Your Secured Account does not secure any obligations to us other than the Debt, as defined above.

**L. No Authorized Users**

You are responsible for all transactions on your Card. Authorized users are not permitted on this Card or the Card Account and you are not permitted to share your Card with another person.

## **M. Billing Statements**

Each month while your Account is open, we will provide you with a Billing Statement showing your New Balance, Total Due as of the date of the Billing Statement, and the Payment Due Date. We will provide the Billing Statement to you electronically by notifying you by email and/or through the Mobile App that your Billing Statement is available. When you receive this notification, you will need to login to your Card Account on the Mobile App to view your Billing Statement. We may discontinue sending Billing Statements to you if we deem your Card Account to be uncollectible or if we sent your Card Account to an attorney or other third party for collection purposes.

## **N. Fees**

- a. Annual Fee.** There is no annual fee on your Card Account.
- b. Late Payment Fee.** There is no late fee on your Card Account. Your failure to pay a Total Due amount shown on a Billing Statement by the Payment Due Date is also considered a Default under this Agreement. See “Our Rights Upon Default” above for consequences of Default.
- c. Foreign Transaction Fees.** We will impose a foreign transaction fee of 3% (and a \$0.50 minimum) of the full transaction amount for all foreign transactions made on your Card Account. Please see “Foreign Transactions” below for additional restrictions on foreign transactions.
- d. Card Replacement Fee.** You are responsible for safeguarding your Card. If for any reason you need a replacement Card (e.g., if you lose your Card, or if your Card is stolen or damaged as a result of your actions), we will charge you a \$[5] fee for the replacement card. We reserve the right to cancel your Card Account for excessive requests for Card replacement. The determination of what constitutes excessive shall be made in our sole discretion.
  - i. Expedited Card Replacement Fee.** In lieu of the fee above, we will impose a \$25 fee if you request that we expedite the delivery of a replacement Card to you.
- e. Out of Network ATM Usage Fee.** An out-of-network ATM cash advance withdrawal fee in the amount of \$[2.50] per transaction may be assessed for all out-of-network ATMs, which are all non Allpoint ATMs. Additionally, if you use an ATM outside the Allpoint network for any transaction, including a balance inquiry, or Cash Advance, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card Account, and you are responsible for paying all such fees. Only transactions at Allpoint ATMs will not be subject to the fee(s).
- f. Fees for Other Services.** We may charge you other fees for services associated with your Account that you request in accordance with applicable law.

## **O. Liability for Certain Unauthorized Card Transactions**

Tell us AT ONCE if you believe your Card and/or Card Account has been used without your permission by telephoning us at 1-(888) 789-1482, contacting us in the Mobile App, or writing to us at Support@upwardli.zendesk.com. You must provide a written statement that includes your name,

account number, the dollar amount of your suspected error, why you believe it is an error, type of unauthorized transaction(s) with the date(s) and amount(s) of error. Except as provided below, your liability for unauthorized transactions that take place on the Mastercard system is fifty dollars (\$50). We may require you to provide a written statement regarding claims of unauthorized transactions. This protection does not apply if we determine that you have been fraudulent or negligent in the handling of your Card. These provisions limiting your liability also do not apply to any credit transactions that are not processed by Mastercard/Visa. See "YOUR BILLING RIGHTS" below for more information concerning your rights and our responsibilities under the Fair Credit Billing Act and your potential liability for transactions that are not covered by this section.

**P. Disputes**

We are not responsible for refusal, or for any losses you incur as a result of such refusal, by any merchant, financial institution, or automated equipment to honor or accept your Card.

**Q. Cards**

Any Cards that we issue to you belong to us. We, a merchant, or any party acting on our behalf, may retain your Card without prior notice to you. You agree to sign your Card in the space provided for authorized signatures before you use the Card. Your Card is issued with an expiration date. We have the right not to renew your Card or Card Account. If we have not terminated your Account or exercised our right not to renew your Card Account, we will send you a new Card when your prior Card expires.

**R. No Waiver of Rights**

We may delay in enforcing our rights under this Agreement without losing those rights or any other rights. We may waive enforcement of our rights in one or more instances without waiving those rights or any other rights in other instances. Subject to applicable laws, unless you are a "covered borrower" under the [Military Lending Act](#), which generally includes an active duty servicemember or dependent of a servicemember and is defined at 32 CFR § 232.3, you waive presentment, notice of dishonor, protest, and all other demands and notices in connection with the delivery, acceptance, performance, or enforcement of this Agreement.

**S. Our Communications with You**

You expressly authorize us (which includes, for purposes of this paragraph, our affiliates, agents, and contractors) may monitor or record any communication between you and us. If we need to contact you to service your Card Account or to collect amounts you owe to us, you authorize us to contact you at any number: (a) you have provided to us; (b) from which you called us; or (c) which we obtained and believe we can reach you at (including wireless, landline and Voice Over Internet Protocol numbers). We may contact you in any way, such as calling, texting, email, or through the Mobile App. We may contact you using an automated dialer or using artificial or pre-recorded messages. You understand that anyone with access to your telephone may listen to or read the messages we leave or send you, and you agree that we will have no liability for anyone accessing such messages. You further agree that

we may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider of telecommunications, wireless and/or data services, and you agree that we will have no liability for such charges. You agree that you are the owner and/or primary user of any telephone number or email address you provide to us.

You are responsible for promptly notifying us of any change to your name, address, email address, or any material change to the information you provided to us in your application to open a Card Account within five (5) days of such change. In some instances, we may request additional information for verification purposes.

#### **T. Assignments and Transfers**

You may not assign your rights or obligations under this Agreement. The Bank may sell your Card Account and/or assign or transfer this Agreement and our related rights and obligations without prior notice to you and without your consent.

#### **U. Closure of Your Card Account**

**a. You May Close Your Card Account.** You may close your Card Account at any time by contacting us [in the Mobile App] or emailing us at Support@upwardli.zendesk.com. We will cancel your Card Account after we receive notice from you and have a reasonable opportunity to process your notice. You agree that we are not responsible for any costs, damages, or inconvenience you may suffer as a result of our canceling your Card.

#### **b. We May Close Your Card Account.**

- i. Even if you are not in Default, we may, in our sole discretion:
  1. Close your Card Account;
  2. Cancel or suspend your privileges to make Purchases; or
  3. Otherwise cancel or suspend any Card Account privileges or benefits (whether or not such privileges or benefits are described or referred to in this Agreement).
- ii. We may take any of these actions in our sole discretion for any reason, including but not limited to situations such as:
  1. Card Account inactivity;
  2. Your decision to close your linked Secured Account;
  3. Your linked SecuredAccount is terminated, suspended, or if you fail to maintain your linked Secured Account in good standing, for any reason whatsoever;
  4. Where termination is deemed necessary for compliance purposes;

5. The use of your Card Account for fraudulent and/or illegal activities, or if your Card Account is in violation of any law or regulation.

iii. We will provide you with notice of any such action if required to do so by applicable law.

**c. No More Transactions if Card Account is Closed.** If either you or we close your Card Account, you may not make further Purchases with your Card or Card Account, and your Upwardli Deposit Account and Secured Account will also be closed. However, you will remain responsible and must pay all amounts owed to us (extended to you or arising from use of your Card Account prior to or subsequent to cancellation). We also will return to you the funds from your Secured Account only as described in the Secured Account Agreement.

#### **V. Changing Terms of Your Card Account**

We may amend the terms and conditions of this Agreement, including the amount of any Card Account fees, at any time, in our sole discretion. We may communicate amendments to this Agreement by posting the amended Agreement on the official Upwardli website (the "Website"), Mobile App, or other authorized distribution location, or by sending it to you via email or any other contact information we have for you, and any such amendment may be effective upon such posting to that location, or on the effective date listed on the communication. Depending on the nature of the changes, you will be notified of any amendments to this Agreement in the manner provided by and as required by applicable law (including, where applicable, pursuant to the 45-day notice requirement in 12 C.F.R. § 1026.9(c)(2)). We will typically notify you prior to the effective date of the change. However, if the change is made for security purposes, or if otherwise permitted by law, we can implement such change without prior notice.

Your continued use of the Card Account after the posting of an amended Agreement constitutes your acceptance of such amended Agreement. If you do not agree with any such amendment, your sole and exclusive remedy is to terminate your use of and close the Card Account (as defined above).

Depending on the nature of the change, the amendment to this Agreement may, on or after the date on which it becomes effective, apply to all of your then-outstanding unpaid indebtedness to us under your Card Account.

#### **W. Obtaining Credit Information**

When you applied for your Card Account, you authorized us to make or have made any credit, employment, or other investigative inquiries we deemed appropriate (including, without limit, obtaining a consumer report) prior to extending credit to you. By opening a Card Account, you also authorized us to make such inquiries and obtain personal information about you from time to time from one or more consumer reporting agencies, governmental entities, and other third parties, for the

purpose of account management, renewing, updating, or collecting on your Card Account in the future, or for any other purpose permitted by law. Upon your request, we will tell you whether we obtained a consumer report and the names and addresses of any consumer-reporting agencies that provided such reports.

#### **X. Foreign Transactions**

You may choose to use your Card to make a Purchase in a foreign country (a “Foreign Transaction”). If your Foreign Transaction is in a currency other than U.S. dollars, the transaction will be converted into a U.S. dollar amount by Mastercard, using the procedures established by Mastercard, based on the exchange rate in effect at the time the transaction is processed. The exchange rate between the transaction currency and the billing currency used for processing Foreign Transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives, or a government-mandated rate in effect for the applicable central processing date, in each instance. We monitor your accounts for signs of potential fraud, which could include the use of your Card in a manner that is out of the ordinary. Foreign Transactions are subject to the Foreign Transaction fees as disclosed above.

There are some countries in which we are required by law to block transactions and some countries for which we will not authorize the use of your Card Account due to fraud, terrorism or other concerns. Those countries change from time to time, so contact us in advance if you are planning on using your Card in a foreign country and want to confirm that the Card can be accepted in that country.

#### **Y. Disclosure of Information to Third Parties**

By requesting, obtaining or using a Card from us you agree that we may disclose information to third parties about you and your Card Account, as set forth in Bank’s Privacy Notice (see below), Upwardli’s Privacy Notice, and/or Upwardli’s Privacy Policy at <https://www.upwardli.com/privacy-policy>.

#### **Z. Force Majeure**

Unless otherwise required by applicable law, we are not responsible and will not incur liability to you for any failure, error, malfunction or any delay in carrying out obligations under this Agreement if such failure, error or delay results from causes that are beyond our reasonable control (including, but not limited to inclement weather, fire, flood, acts of war or terrorism, and earthquakes).

### **III. ARBITRATION NOTICE**

**THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT MAY BE RESOLVED BY BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW. HOWEVER, THIS ARBITRATION CLAUSE DOES NOT APPLY IF YOU ARE A "COVERED BORROWER" UNDER THE MILITARY LENDING ACT.**

**CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. YOU EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ARBITRATE A CLASS ACTION. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.**

#### **Agreement to Arbitrate**

This section is referred to as the Arbitration Agreement. If you have a dispute with us or any other Indemnified Party (see below for definition) and are not able to resolve the dispute informally, you and we agree that upon demand by you, we, or any other Indemnified Party, the dispute will be resolved through the arbitration process set forth in this Arbitration Agreement.

#### **Arbitration Provision**

**A.** You agree that either party to this Agreement, or any subsequent assign of this Agreement, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this paragraph (the "Arbitration Provision"), unless you opt out as provided in paragraph B below. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us and/or any assign (or persons claiming through or connected with us and/or any assign), on the other hand, relating to or arising out of this Agreement and/or the activities or relationships that involve, lead to, or result from this Agreement, including (except to the extent provided otherwise in the last sentence of paragraph (f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

**B.** You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt-out notice to Attn: Legal at 2400 N.W. 80th Street, No 245, Seattle, WA 98117 only if received at the specified address within 30 days of the date of your electronic acceptance of the terms of this Agreement. The opt-out notice must clearly state that you are rejecting arbitration; identify the

Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send the opt-out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt-out of this Arbitration Provision. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.

**C.** The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or JAMS. The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

**D.** If we (or any assign) elect arbitration, we (or the assign, as the case may be) shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We (or the assign, as the case may be) shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we (or the assign) pay them and we agree (or the assign agrees) to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

**E.** Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

**F.** We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all

parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims 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 administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this paragraph [f] 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 paragraph F shall be determined exclusively by a court and not by the administrator or any arbitrator.

**G.** This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

**H.** This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties and/or assignee; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan or this Agreement to any other person or entity. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in paragraph F are finally adjudicated pursuant to the last sentence of paragraph F to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision. THE PARTIES ACKNOWLEDGE THAT THEY MAY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

**I.** EXCEPTION: Active duty military servicemembers and their dependents are exempt from arbitration to the extent provided for in the Military Lending Act.

**J. Confidentiality**

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**K. Severability**

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the Prohibition of Class and Representative Actions and Non-Individualized Relief section above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the Prohibition of Class and Representative Actions and Non-Individualized Relief section are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of this Arbitration Agreement will continue to apply.

**L. Governing Law**

You and we agree that in our relationship arising from this Agreement: (1) the parties are participating in transactions involving interstate commerce; (2) the arbitrator shall decide any dispute regarding the enforceability of this arbitration agreement; and (3) this arbitration agreement and any resulting arbitration are governed by the provisions of the FAA, and, to the extent any provision of that act is inapplicable, the laws of the State of New Jersey. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law.

**M. Future Changes to this Arbitration Agreement**

Notwithstanding any provision in this Agreement to the contrary, if we make any future change to this Arbitration Agreement (other than a change to the Notice Address) while you have a Card Account, you may reject any such change by sending us written notice within thirty (30) days of the change to the Notice Address. By rejecting any future change, you are agreeing that you will arbitrate any dispute covered by this Arbitration Agreement in accordance with the terms of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

#### IV. 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 Billing Statement:

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

By chatting with us in the Mobile App,

Or

By emailing us at [support@upwardli.zendesk.com](mailto:support@upwardli.zendesk.com);

Or

Writing to us at: 2400 N.W. 80th Street, No 245, Seattle, WA 98117

In your communication, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your Billing 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 Communication:

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

1. Within 30 days of receiving your communication, we must tell you that we received your communication. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your communication, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your Billing Statement and your Available to Spend Amount may reflect the Charge in question.
- 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 Available to Spend Amount.

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

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

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

**Your Rights If You Are Dissatisfied with Your Card Purchases:**

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

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

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

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:

By chatting with us in the Mobile App,

Or

By emailing us at [support@upwardli.zendesk.com](mailto:support@upwardli.zendesk.com)

Or

Writing to us at: 2400 N.W. 80th Street, No 245, Seattle, WA 98117

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.

V. CROSS RIVER BANK PRIVACY POLICY

FACTS	WHAT DOES CROSS RIVER BANK DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: - Social Security number and Account balances - Payment history and Transaction history - Account transactions and Wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Cross River Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Cross River Bank share?	Can you limit this sharing?
<b>For our everyday business purposes-</b> such as to process your transactions, maintain your accounts, respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes-</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No

<b>For our affiliates' everyday business purposes-</b> information about your transactions and experiences	No	N/A
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<b>For our affiliates' everyday business purposes-</b> information about your creditworthiness	No	N/A
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<b>For nonaffiliates to market to you</b>	No	N/A
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<b>Questions?</b>	Call toll-free 1-877-55CRB55 or contact us at <a href="http://www.crossriver.com">www.crossriver.com</a>	
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<b>WHAT WE DO</b>		
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How does Cross River Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.	
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How does Cross River Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>● Open an account or Apply for a loan</li> <li>● Make deposits or withdrawals from your account or Provide employment information</li> <li>● Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>	
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<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes- information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<p><b>DEFINITIONS</b></p>	
<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p>

	<p>Cross River Bank does not share with our affiliates.</p>
<p>Non-affiliates</p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Nonaffiliates we share with can include loan finance companies.</p>
<p>Joint marketing</p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Our joint marketing partner(s) include loan finance companies.</p>

**For Alaska, Illinois, Maryland and North Dakota Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing-without your authorization.

**For California Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing-without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

**For Massachusetts, Mississippi and New Jersey Customers.** We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing-without your authorization.

**For Vermont Customers.** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Additional information concerning privacy policies can be found at [www.crossriver.com](http://www.crossriver.com) or call 1-877-55CRB55.

## Schedule 1

### **AUTOPAY PROGRAM TERMS & CONDITIONS**

By enrolling in the AutoPay Program (the "**Program**"), you authorize Upward Financial Inc. ("**Upwardli**"), acting as a servicer for Cross River Bank, Member FDIC ("**Cross River Bank**") and any successive servicer (together "we" or "us"), to debit the bank account(s) you designate (each, an "**AutoPay Bank Account**") according to the terms of this Autopay Agreement. The amount and frequency of the automatic debit will depend upon the payment preference you have selected.

We will advise you by an in-app and email message of the amount and date of the payment that will be automatically debited. To receive confirmation of the debit transfer taking place, you may log into the Upwardli mobile application or website, or call your bank, or call Upwardli Customer Service.

#### **1. Definitions.**

- *AutoPay Bank Account*: Your Secured Account
- *AutoPay Date*: The 1st of every calendar month for the remainder of any Total Due amount on your Card Account, and on such other dates as may be consented by you from time to time.

Capitalized terms not defined herein are defined in your Upwardli Credit Card Agreement.

#### **2. Autopay Authorization**

You agree that unless you notify us to stop or adjust the amount of the debit, in accordance with the procedures set forth in paragraph 6 below, you authorize the debit of funds from the AutoPay Bank Account in the amount of your Total Due amount every month (your "**AutoPay Payment**").

You will ensure that there are sufficient funds in the AutoPay Bank Account on the specified debit date to pay the amount of the debit. You understand that because this is an electronic transaction, these funds may be withdrawn from your account as soon as the scheduled date of your authorization. For any automatic payment option you have selected, we are authorized to reduce the amount of the authorized payment by the amount of any credits or other adjustments to your Account prior to the scheduled debit date.

If your Card Account is canceled and there is an outstanding balance on the Card Account, you authorize us to continue to automatically debit your AutoPay Bank Account until all payment obligations have been paid in full unless you terminate participation in the Program. If you close your AutoPay Bank Account, you agree to notify us beforehand to enable us to stop initiating debit transactions.

You understand that your AutoPay Bank Account information may be shared with third parties to verify your bank account and to enable the AutoPay Program transactions to occur.

### **3. Varying Amount Authorization**

You have the right to receive advance notice if any payment we seek will vary from the amount you authorize in your AutoPay settings. You authorize us to vary the amount of any payment without notice to you so long as such payment is less than the pre-authorized amount or no greater than 110% of your pre-authorized amount.

If the amount to be transferred exceeds the amounts authorized above, we will send you a reminder at least ten (10) calendar days prior to initiating any debit by sending you an email that contains the details of your amount of your scheduled payment and the AutoPay Date.

**4. Auto-Pay Date.** If your AutoPay Date falls on a Saturday, Sunday, bank holiday or other day that we are not open for business, we will process your payment on the next available business day.

### **5. Stop Payment Orders; Adjustments**

You must update your Account: (a) if any information changes regarding your AutoPay Bank Account, (b) if you wish to change the AutoPay Bank Accounts from which your payment is debited, or (c) if you wish to stop a payment or discontinue your participation in the AutoPay Program. You may configure these changes within the "Settings" section of our Service within the Website and/or Mobile Application.

You may cancel any upcoming AutoPay Payment at least three (3) business days prior to your scheduled AutoPay Date. Also, you may edit your AutoPay settings at least three (3) business days prior to your AutoPay Date. Any changes you make within three (3) business days of your AutoPay Date will occur after your payment processes and will be effective for the following month's AutoPay Date.

**6. Payment Error.** If you believe that there has been an error in the automatic debit to or from your AutoPay Bank Account, please contact us at [Support@upwardli.zendesk.com](mailto:Support@upwardli.zendesk.com). You agree not to dispute the AutoPay Payment with your bank so long as the transactions correspond to the terms indicated on your authorization.

### **7. Returned Payments**

If your AutoPay Bank Account rejects your payment because of insufficient (NSF) or uncollected funds, you authorize us to reinitiate the payment again within 30 days or up to as many times as is permitted by applicable NACHA rules, without further notice to you. However, you agree that we are under no obligation to reinitiate any rejected debits.

If your AutoPay Bank Account rejects your payment because of insufficient (NSF) or uncollected funds, you authorize us to debit your alternative accounts you have linked to your Card Account for any amounts due.

You agree to a \$5 fee for the first returned NSF transaction, which fee may be waived by us in our sole discretion. Your financial institution may additionally charge you other fees for returned payments.

**8. Withdrawing from Autopay Program.** You may edit or turn off AutoPay Program settings at any time in the Mobile App or by contacting us at [Support@upwardli.zendesk.com](mailto:Support@upwardli.zendesk.com). This is the exclusive means by which you may revoke AutoPay Program authorization(s).

**9. Changes to Terms.** We reserve the right, at our sole discretion, to modify or replace any of these terms at any time. Upon any change in this Autopay Agreement, we will post the amended agreement on our website or attempt to notify you in some other way. We will indicate at the top of this Autopay Agreement, the date the Autopay Agreement was last revised. In the event of a change in terms that result in increased fees, increased liability, fewer types of electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, we will provide 21 days prior written notice of such change. Your continued participation in the AutoPay Program following the posting of any changes constitutes acceptance of those changes.

## Upwardli Wallet Terms

**Last Updated: August 27, 2024**

These Terms of Service (the “**Terms of Service**”) for the use of mobile payment services apply when you choose to add your Upwardli Mastercard Charge Card (the “**Card**”) as offered by Cross River Bank (the “**Bank**”), a New Jersey State Chartered Bank and a Federal Deposit Insurance Corporation insured bank and as distributed, managed, and serviced by Upward Financial, Inc., Inc. dba Upwardli (“**Upwardli**”) to a mobile payment wallet (“**Wallet**”). In these Terms of Service, “you” and “your” refer to the holder of the Card.

1. **Use of Card with Wallet providers.** A Card may be added to any eligible Wallet by following the instructions of the Wallet provider (e.g., ApplePay, GooglePay, Samsung Pay, etc.). Only Cards indicated as eligible can be added to an eligible Wallet. A Card may be added to multiple Wallets and through multiple eligible devices. The Terms of Service apply to each Card in each Wallet and to your use of each Card in each Wallet. You understand that your use of a Card through a Wallet is subject to the agreements or terms of use required by the Wallet provider, third party wireless companies, and/or data service providers and others (each, a “**Third Party Service Provider**”). You may not add a Card to a Wallet or use a Card in a Wallet if the Card has a negative balance, or if the Card has been cancelled, suspended or closed for any reason.
2. **Other Agreements.** As a condition to your use of the Card, you have agreed to the Upwardli Credit Card Agreement (the “**Card Agreement**”) and the Cross River Bank Secured Card Deposit Account Agreement (the “**Deposit Agreement**”) and, together, the “**Charge Card Agreements**”). The terms of the Card Agreements do not change when you add the Card to a Wallet. A Wallet simply provides another way for you to make purchases with the Card. Any applicable fees and charges that apply to the Card will also apply when you use a Wallet to access the Card. Upwardli or the Bank do not charge any additional fees for adding the Card to a Wallet or using the Card in a Wallet. However, the Wallet provider and any Third Party Service Provider may charge fees. These Terms of Service are incorporated by reference into the Card Agreement, and subject to the terms and conditions of such Card Agreement in its entirety. To the extent there is a direct conflict between the terms of these Terms of Service, on the one hand, and either the Card Agreement or the Deposit Agreement, on the other hand, the terms of the Card Agreement or the Deposit Agreement will control with respect to such conflict.
3. **Responsibility for Wallet Use.** Upwardli and the Bank are not responsible for the Wallet. Upwardli and the Bank are not the provider of each Wallet you use, and are not responsible for providing Wallet services to you. Upwardli is responsible for supplying information securely to the Wallet provider to allow use of the Card in the Wallet. Upwardli and the Bank are not responsible for any failure of a Wallet or the inability to use a Wallet for any transaction. Upwardli and the Bank are not responsible for the performance or non-performance of the Wallet provider or any other Third-Party Service Provider regarding any agreement you enter into with the Wallet provider or associated third party that may impact use of a Wallet. Questions about how to use a Wallet should be addressed to the Wallet provider.
4. **Wallet Functionality.** By adding the Card to a Wallet, the Card may be used to make purchases where the Wallet is accepted but restrictions may apply to use of the Card and/or the Wallet. Card use restrictions include, but are not limited to: restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity; restrictions to comply with laws or prevent

liability; and other restrictions to prevent fraud and other losses. Information about the Card and certain recent transactions may also be made available through a Wallet. The Wallet may not be accepted everywhere the Card is accepted.

5. **Security of your Information.** You agree to protect and keep confidential any authenticating user information, passwords and all other authentication information required for your use of a Card in a Wallet. If you share any of these credentials with others, third parties may be able to use your Card through a Wallet and access Card information made available through the Wallet. To complete certain purchases, a merchant may require you to present a physical Card or government-issued form of identification.
6. **Billing Errors.** You are responsible for identifying and reporting errors in accordance with your Charge Card Agreements containing information about your right to dispute errors if any occur when you use a Card in a Wallet. Any reported error will be resolved in accordance with the terms disclosed in such Charge Card Agreements.
7. **Ending or Suspending Use of a Card.** Your ability to use a Card in a Wallet can be ended or suspended at any time and Upwardli or the Bank has the right to block transactions made with a Card through a Wallet at any time. You may remove your Card from a Wallet by following the instructions provided by the Wallet provider.
8. **Privacy and Security.** You agree that by adding a Card to a Wallet information about you will be exchanged with the Wallet provider, Third-Party Service Providers, the Card networks (e.g., Visa® and Mastercard®) and others in order to facilitate any Wallet services you request, to make information about Card transactions available to you, and/or to improve your ability to obtain Wallet services. Upwardli and the Bank do not control how the Wallet provider or Third-Party Service Providers use information received in connection with the Card. Use of a Wallet involves the electronic transmission of personal information through third party connections. Reasonable commercial efforts will be used to ensure that information sent in connection with your use of a Wallet is sent securely. However, Upwardli and the Bank are not responsible for the security of information once it has been provided to the Wallet provider or any Service Provider; Upwardli and the Bank are not responsible if a security breach occurs that affects any such information stored by a Wallet provider or a Third-Party Service Provider.
9. **Disclaimer of Warranties.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF A CARD YOU ADD TO A WALLET IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CARD MADE AVAILABLE TO YOU THROUGH A WALLET IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE," WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND, AND UPWARDLI, ON BEHALF OF ITSELF AND ITS AFFILIATES AND THE BANK, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY CARD YOU ADD TO A WALLET, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
10. **Governing Law.** The Terms of Service are governed by federal law and, to the extent that state law applies, the laws of the state of New Jersey. Disputes arising out of or relating to these Terms are subject to the dispute resolution procedures described in the Card Agreement.

11. **Changes to the Terms**. The Terms may be changed at any time. You agree to any such changes by continued use of the Card in a Wallet and/or by keeping the Card in a Wallet. The date of the most recent change to the Terms appears at the beginning of the Terms of Service.
12. **Questions**. If you have questions, disputes, or complaints about a Wallet, contact the Wallet provider using the information provided to you. If you have questions, disputes, or complaints contact Upwardli Support at: [support@upwardli.zendesk.com](mailto:support@upwardli.zendesk.com) or 1-(888) 789-1482.