

zero

Zerocard Cardholder Agreement

Pricing Information

INTEREST RATES AND INTEREST CHARGES	
Annual Percentage Rate (APR) for Purchases	24.99% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	24.99% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	24.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 21 days after the close of each billing cycle. We will not charge interest on new purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about the factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at: http://www.consumerfinance.gov/learnmore
FEES	
Penalty Fees	
<ul style="list-style-type: none"> • Late Payment • Returned Payment 	<ul style="list-style-type: none"> Up to \$27.00 Up to \$25.00

How We Will Calculate Your Balance

We use a method called "average daily balance (including new transactions)." Please see the section of this Agreement entitled "Balance Subject to Interest Rate; Grace Period on Purchases" for further details.

Billing Rights

Information on your rights to dispute transactions and how to exercise those rights is provided in the section of this Agreement entitled "Your Billing Rights: Keep This Document For Future Use."

Prime Rate; Daily Periodic Rate

Variable APRs are based on the highest Prime Rate listed in The Wall Street Journal plus a margin. As of the date of this Agreement, the Prime Rate is 5.50%. The margin on this Account is 19.49% (24.99% - 5.50%). Based on the Variable APR of 24.99%, the daily periodic rate for Purchases, Balance Transfers, and Cash Advances is 0.06846575% (24.99% / 365).

Note: This account may not be eligible for balance transfers.

Additional Disclosures

Separate Account

You may apply for an Account in your name alone, regardless of your marital status.

All Borrowers, Including California/New York/Rhode Island/Utah/Vermont Residents

You give us and our agents, successors, and assigns permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing this Account, taking collection action on this Account, or for any other legitimate purposes associated with this Account. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. New York residents may contact the New York State Department of Financial Services at 1-877-226-5697 or at 1 State Street, New York, NY 10004 to obtain a comparative listing of credit card rates, fees and grace periods.

California Residents

California law requires that we inform customers that should they fail to fulfill the terms of their credit obligation, a negative report reflecting on their credit record may be submitted to a credit reporting agency. If you are married, you may apply for a separate account in your own name.

Illinois Residents

(a) No applicant may be denied a credit card on account of race, color, religion, national origin, ancestry, age, sex, marital status, physical or mental handicap unrelated to the ability to pay or unfavorable discharge

from military service; (b) the applicant may request the reason for rejection of his or her application for a credit card; (c) no person need reapply for a credit card solely because of a change in marital status unless the change in marital status caused a deterioration in the person's financial position; and (d) a person may hold a credit card in any name permitted by law that he or she regularly uses and is generally known by so long as no fraud is intended thereby.

Massachusetts Residents

Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

New Jersey Residents

The section headings of the Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Agreement, acts or practices (i) by you which are or may be permitted by 'applicable law' are permitted by New Jersey law, and (ii) that may or will be taken by you unless prohibited by 'applicable law' are permitted by New Jersey law.

New York Residents

New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative rates, fees and grace periods. New York State Department of Financial Services: 1-877-226-5697 or <http://www.dfs.ny.gov/consumer/creditdebt.htm>.

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

No provision of any marital property agreement, unilateral statement under §766.59 of the Wisconsin Statutes, or court decree under §766.70 will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision. If an Account is opened for you, you must notify us if you have a spouse who needs to receive notification that an Account has been opened for you.

Notice

1. Do not accept this credit agreement before you read it or if it contains any blank space.
2. You are entitled to a completely filled in copy of this credit agreement.

THE LAST SECTION OF THIS AGREEMENT IS AN ARBITRATION AND CLASS ACTION WAIVER CLAUSE. UNLESS YOU ARE A COVERED BORROWER PROTECTED BY THE MILITARY LENDING ACT OR YOU ACT PROMPTLY TO REJECT THE ARBITRATION CLAUSE, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE. FOR EXAMPLE, YOU WILL NOT BE ABLE TO BRING OR PARTICIPATE IN ANY CLASS PROCEEDING SUBJECT TO ARBITRATION.

Agreement Terms And Conditions

This Zerocard Cardholder Agreement ("Cardholder Agreement" or "Agreement") is between you and WebBank, a Utah bank ("Bank") and governs Zerocard credit card account ("Zerocard" or "Account") issued to you by the Bank. It includes the PRICING INFORMATION and ADDITIONAL DISCLOSURES above as well as these AGREEMENT TERMS AND CONDITIONS. In this Agreement, the words "we," "us," and "our" mean the Bank, its successors and assigns and, for purposes of the Arbitration and Class Action Waiver clause ("Arbitration Clause") the other persons identified in the Arbitration Clause. The words "you," "your," "yours" and "Cardholder" mean the person who applied for, received and accepted the Account from the Bank. You should retain and carefully review this entire Agreement and sign your Zerocard before using it. Intending to be legally bound, you and we agree to this Agreement.

Accepting Agreement and Promise to Pay

You confirm that you accept and agree to the terms and conditions of this Agreement when you first use the Account or Zerocard. You promise to pay us all amounts owed under this Agreement, including all transactions, interest charges, and fees charged to your Account.

Purchases, Balance Transfers, and Cash Advances

Purchases

You may use your Account to buy or lease goods or services or make a transaction that is not otherwise a Cash Advance or Balance Transfer (each such transaction, a "Purchase") by presenting your Zerocard, providing your Zerocard number and additional information (for example, in online or telephone transactions) or providing another credit device (including a device made available through the Zero app) to participating merchants and establishments that honor Zerocard.

Balance Transfers

To the extent we allow, you can transfer balances you have with another creditor to your Account through a method we allow (any such transfer, a "Balance Transfer"). Such methods may include balance transfer checks, through the Zero app or by telephone. We may limit the types of balances that you can transfer.

Cash Advances

You may also obtain advances of cash (each, a "Cash Advance") on your Account through an automated teller machine ("ATM") or by using your Zerocard to obtain cash or cash-like equivalents (for example, money orders, traveler's checks, stamps or other instruments that can be converted into cash) from any bank or other person that accepts Zerocard for such purpose or to make person-to-person transfers or purchase bail bonds or similar instruments. You generally may not use your Account to obtain an over-the-counter ("OTC") advance at a financial institution. However, if we permit you to obtain such an advance, we may treat it as a Cash Advance.

Purchases, Balance Transfers and Cash Advances are collectively referred to as "Transactions." We will not be responsible to you (or anyone else) if any ATM, merchant or other person cannot or will not process a Transaction permitted under this Agreement. Unless prohibited by applicable law, we may from time to time limit the type, number and dollar amount of any Transaction, even if you have sufficient available credit to complete the Transaction, and may terminate or suspend your use of Zerocard or the Account, with or without notice to you before or at the time we take such action.

Uses of Account

You agree that you will use the Account only for lawful personal, family and household purposes, and not for business purposes or for any unlawful Transactions, such as internet gambling. You further agree that you will not allow any other person to use the Account. However, if you allow some other person to use the Account or you or anyone you authorize to use the Account uses your Account for business purposes or for unlawful Transactions, you must still pay us for those Transactions and any resulting fees and charges.

No Preset Spending Limit

Zerocard features no preset spending limit. No preset spending limit does not mean unlimited spending. Your purchase potential adjusts with your use of Zerocard, your payment history, credit record, financial resources known to us, and other factors. You can learn more about your purchase potential with the Purchase Checker in the Zero app.

Interest Charges

General

Each billing cycle, we separately determine the interest charges on standard Purchases, standard Balance Transfers, standard Cash Advances and each separate kind of promotional Transaction (if any). For each such "Balance Type," we determine interest charges each billing cycle by multiplying the Balance Subject to Interest Rate for such Balance Type by the Daily Periodic Rate for such Balance Type and by then multiplying the result by the number of days in the billing cycle. For each Balance Type, the Balance Subject to Interest Rate is the average daily balance (including new Transactions), as calculated pursuant to the section below captioned "Balance Subject to Interest Rate; Grace Period on Purchases." To get the total interest charges each billing cycle, we add together the interest charges for all Balance Types.

Interest Rates

In connection with a special promotion, we may charge a fixed rate of interest (which could be as low as a 0% Annual Percentage Rate ("APR")), and we may charge interest based on an index of our choice. Otherwise, all interest rates may vary based on the "Prime Rate," as defined below, plus a margin. The Daily Periodic Rate will equal the APR divided by 365. We use the highest U.S. Prime Rate published in the "Money Rates" section of The Wall Street Journal. If the Prime Rate changes, we will make the new Prime Rate effective within 5 (five) business days from the date of the change. (If The Wall Street Journal stops publishing the Prime Rate in its "Money Rates" section, then we may substitute another index and margin, in our sole discretion, subject to any notice and other requirements of applicable law.) Each billing cycle, the APR for each Balance Type will equal the Prime Rate plus the applicable margin set forth on the "Prime Rate; Daily Periodic Rate" section of this Agreement. If and when the APR for a Balance Type increases, more interest charges will accrue and more of each payment will be applied to interest charges and less to principal. This will result in higher and/or more payments if you make the minimum required payment (the "Minimum Payment Due") each month. If and when the APR decreases, less interest charges will accrue and less of each payment will be applied to interest charges and more to principal. This will result in lower and/or fewer payments if you pay the Minimum Payment Due each month.

Balance Subject to Interest Rate; Grace Period on Purchases

For each Balance Type, the Balance Subject to Interest Rate is the total of the closing daily balances for such Balance Type for all the days in the billing cycle (we treat any credit balance as \$0), divided by the number of days in such cycle. Normally, the closing daily balance for each Balance Type equals the balance at the beginning of the day, plus any new Transactions of such type and less any payments or credits applied to such Transactions. However, this is subject to certain adjustments: (i) When a promotional period for a particular promotion ends, as of the beginning of the next billing cycle, we will transfer the remaining promotional balance to the regular Purchases balance or regular Cash Advances or Balance Transfers balance, as applicable. (ii) If your Account balance is \$0 at the beginning of a billing cycle or you pay the entire Account balance as of the beginning of the billing cycle by the Payment Due Date that falls in such billing cycle, the billing cycle is a "grace period" and your Balance Subject to Interest Rate on Purchases and Cash Advances and your interest charge on Purchases and Cash Advances for the billing cycle are both \$0. (iii) If the billing cycle is not a grace period but immediately follows a grace period, all payments and credits that are made by the Payment Due Date and are applied to Purchases/Cash Advances will first be applied to Purchases/Cash Advances from prior billing cycles as of the first day of the billing cycle and will then be applied to prior Purchases/Cash Advances in the current billing cycle as of the day of such Purchases/Cash Advances (and will not be applied as of the day such payments or credits were actually made or posted). (iv) If you get a grace period on Purchases or Cash Advances for a billing cycle on account of a payment check that is dishonored in the next billing cycle or a credit that is reversed in the next billing cycle due to the resolution of a billing dispute, we will charge you as of the beginning of the next billing cycle the interest charges you avoided in the prior billing cycle due to the dishonored or reversed payment or credit. (v) At the beginning of each billing cycle, we may add to the Cash Advances balance any unpaid interest on Cash Advances from the prior billing cycle, we may add to the Balance Transfer balances any unpaid interest on Balance Transfers from the prior billing cycle and we may add to the Purchases balance any unpaid interest on Purchases and any other fees from the prior billing cycle not yet added to the Purchases balances. This may result in the monthly compounding of interest.

Interest Accrual Periods

On each Balance Transfer, we start charging interest charges from the later of the date of the Balance Transfer or the first day of the billing cycle in which it is posted to your Account. On each Purchase and Cash Advance: (i) If you get a grace period for the billing cycle in which the Purchase/Cash Advance is posted to

the Account (the "Purchase/Advance Cycle") and for the next billing cycle (the "Next Cycle"), we charge no interest charges at all. (ii) If you get a grace period for the Purchase/Advance Cycle but not for the Next Cycle, we start charging interest charges from the first day of the Next Cycle. (iii) If you do not get a grace period for the Purchase/Advance Cycle, we charge interest charges from the later of the date of the Purchase/Cash Advance or the first day of the billing cycle in which it is posted to your Account.

Classification of Fees as Purchases or Cash Advances

For purposes of computing interest charges, all Fees may be treated as Purchases.

Fees

You agree to pay the following fees, in the amounts set forth in the PRICING INFORMATION: (a) a fee for each Minimum Payment Due that is not paid in full by the Payment Due Date (each, a "Late Fee"); and (b.) a fee each time a check, instrument or other payment on your Account that is returned to us unpaid for any reason and each time we must return any payment check or instrument you send us because it is not signed or is otherwise incomplete (each, a "Returned Payment Fee"). In addition to these fees, if you request a special service – for example, if you ask for an additional copy of a statement or have a customer service representative of ours process a payment by phone on an expedited basis – we may charge a fee for such service in accordance with applicable law and you agree to pay such a fee. We will tell you about the fee before you become liable to pay the fee. If you request that we send you a replacement Zerocard via an overnight delivery service or through another expedited means, you agree to pay us a fee of \$35.

We do not intend to charge and you are not obligated to pay any fee (or any amount) prohibited by applicable law, including the Truth in Lending Act and Regulation Z. We do not charge any Late Fee exceeding \$27. If the Minimum Payment Due is less than the applicable Late Fee, you will be charged the Minimum Payment Due. We do not charge any Returned Payment Fee if we are charging a Late Fee with respect to the same Minimum Payment Due. Also, we do not charge any Returned Payment Fee exceeding \$25. If the Minimum Payment Due is less than the applicable Returned Payment Fee, you will be charged the Minimum Payment Due.

Foreign Currency Transactions

We do not charge a fee for a Purchase from or Cash Advance obtained through a merchant or financial institution outside the United States. However, the foreign merchant or financial institution may charge a separate fee. If the Transaction was made in a foreign currency, the Transaction will be converted into a U.S. dollar amount by MasterCard or the foreign merchant or financial institution in accordance with its operating regulations or conversion procedures at the time the Transaction is processed. The currency conversion rate in effect on the date the Transaction is processed may differ from the rate in effect on the transaction date or posting date.

Monthly Statements

We will send you monthly statements if and when required by applicable law. Your monthly statements will show, among other matters: Transactions; payments, credits, and adjustments; interest charges and fees; the Previous Balance and New Balance on your Account; and the Minimum Payment Due and Payment Due Date.

Payments

Cut-Off Time

Each month, you must pay at least the Minimum Payment Due shown on your monthly statement by the "Cut-Off Time" on the Payment Due Date shown on your monthly statement. The Payment Due Date will be at least 21 days after the date of the monthly statement, typically on the same day of each calendar month. If the Payment Due Date falls on a day we do not receive mail (a "non-business day"), we will not treat your payment as late for any purpose if we receive it by the Cut-Off Time on the next day we receive mail (a "business day"). The "Cut-Off Time" is 5:00 p.m. local time at the payment address specified on the monthly statement (or closing time of any office of ours you use to make payment in-person).

Calculating Your Minimum Payment Due

The Minimum Payment Due will always equal at least \$25 or the New Balance shown on your monthly statement, whichever is less. Subject to this limitation, your minimum payment will equal the sum of the following amounts, rounded down to the nearest penny: (1) 1% of the New Balance shown on your statement; (2) any interest and fees shown on your statement; and (3) any Past Due Amount shown on your statement.

How You May Make Payments

You agree to make all payments through the Zero app from your Zero Checking account, by check or other negotiable instrument drawn on a financial institution located in the U.S., by money order, by electronic transfer of funds to an account we designate pursuant to separate instructions we give you or by some other method we expressly permit. Payments must be made in U.S. dollars. All payments, except disputed payments, must be mailed or delivered to us at the payment address shown on the front of your monthly statement (the "Payment Address") or transferred into an account we designate. Any payments received after the Cut-Off Time on a business day will be credited on the next business day. However, credit to your Account may be delayed for up to five (5) days if we accept a payment by check or money order that is: (i) not received by mail or messenger service at the Payment Address; (ii) not made in U.S. dollars by a check or other negotiable instrument drawn on a financial institution located in the U.S. or by money order; or (iii) not accompanied by the top portion of your monthly statement. Delayed crediting may cause you to incur additional fees and interest charges, subject to applicable law.

How We Apply Payments

Subject to applicable law, including the Truth in Lending Act and Regulation Z, we may apply payments and other credits to your Account in any manner we choose in our sole discretion.

Paying Off Balance

At any time, you may pay all or any part of your outstanding Account balance. Payment of more than the Minimum Payment Due in one billing cycle will not relieve you of the obligation to pay the entire Minimum Payment Due in subsequent billing cycles.

Converting Check Payments into Electronic Fund Transfers

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. In certain circumstances, such as for technical or processing reasons, we may process your payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Default

Subject to applicable law, we may declare you to be in default under this Agreement if any one or more of the following events occurs: (a) you fail to pay any Minimum Payment Due on or before your Payment Due Date; (b) you use a check or instrument for payment or authorize an electronic payment which is dishonored; (c) you die or are declared legally incompetent; (d) any other creditor tries by legal process to take money of yours in our possession; (e) a petition is filed or other proceeding is commenced by or against you under the Federal Bankruptcy Code or any other applicable federal or state insolvency laws; (f) we have a reasonable belief you are unable or unwilling to pay your debts; (g) you provide us with any false or misleading information; (h) you breach any of your other obligations under this Agreement; or (i) you are in default of any other agreement you have with us or any of our affiliates.

Our Rights Upon Default

Upon any default, we may take any of the following actions, alone or in combination, subject to applicable law (including any applicable notice requirement and/or right to cure): (a) either declare all or any portion of your outstanding Account balance to be immediately due and payable or, without waiving any rights, allow you to repay your Account balance by paying the Minimum Payment Due each billing cycle; (b) terminate or suspend your Account privileges and/or cancel your Zerocard; (c) limit your ability to make Transactions; or (d) commence an action against you to collect all amounts owed in connection with this Agreement. We also may charge you court costs and reasonable attorneys' fees that we actually incur (including court costs and attorneys' fees in connection with appeals and/or bankruptcy proceedings), as permitted by applicable law, if your Account is sent for collection to an attorney who is not our salaried employee. **You understand and agree that, subject to applicable law, if you are in default under this Agreement, we or any agent of ours may make collection calls to your home or cell phone and may use an automatic dialer and/or prerecorded messages with respect to such calls, even if the message is left on an answering machine.** You agree that such calls will not be considered "unsolicited" calls or telemarketing calls for purposes of state or federal law.

Changes to this Agreement

Subject to the Arbitration Clause and applicable law, including the Truth in Lending Act and Regulation Z: (i) You agree that we may, in our sole discretion, from time to time change any of the terms and conditions of, or add new terms and conditions to, this Agreement, including changing the formula used to compute interest charges or increasing or adding fees. (ii) Any such changes will generally be effective immediately unless we are required by applicable law or elect, in our discretion, to provide you with advance written notice of the changes (and/or the reasons for the changes), afford you the right to reject the change and/or obtain your consent to the change (whether by written agreement, through the initiation of a Transaction after a specified date or through some other means). In such instances, those changes will be effective if, when and as stated in such notice. (iii) Any changes may apply to your outstanding Account balance on the effective date of the change and to any future balances created after that date. (iv) No change to any term of this Agreement will excuse your obligation to pay all amounts owing under this Agreement. You may not change this agreement unless we agree to your change in writing.

Your Credit Card Account And Your Mobile Phone Or Other Mobile Devices

Smart phones, some tablets or other mobile devices (a "mobile device") can download, store, and/or access Account information, for instance through a mobile wallet, that may enable you to use the mobile device to

make a Purchase, Balance Transfer or Cash Advance. Applications that enable your mobile device will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Agreement. When your Account information is accessible by your mobile device, it is important that you treat your mobile device with the same care you would with your Zerocard. For example, you should secure your mobile device against unauthorized access. Keep in mind, if you give someone your phone, or other mobile device, that can be the same as giving that person your Zerocard.

Governing Law

Except as set forth to the contrary in the Arbitration Clause, any claim, dispute or controversy arising from or relating to your Account or this Agreement, whether based in contract, tort, fraud or otherwise and regardless of the place of your residence, is governed by, and construed in accordance with, federal law and, to the extent state law applies, Utah law (without regard to Utah conflict of laws principles).

Correspondence

All notices to us must be sent to WebBank, c/o Zero Financial, Inc., 230 California Avenue, Suite 500, San Francisco, CA 94111, or such other address as we provide to you ("Our Notice Address"), with such attention as may be specified in this Agreement. To the extent permitted under applicable law, any notice you send us will not be effective until we receive and have had a reasonable opportunity to act on such notice. Any written or electronic correspondence we send to you will, however, be effective and deemed delivered when mailed to you at your mail address (or your email address if you have authorized electronic communications) as it appears on our records.

Privacy Policy

You authorize us to share information about you and your Account as permitted by law and pursuant to our [Privacy Policy](#).

Reporting Information to Credit Bureaus; Identity Theft

We may report information about your Account to other creditors, other financial institutions and credit bureaus. **Late payments, missed payments or other defaults on your Account may be reflected in your credit report.** You have the right to dispute the accuracy of information we have reported. If you believe that any information about your Account that we have reported to a credit bureau is inaccurate, or if you believe that you have been the victim of identity theft in connection with your Account or in connection with any other loan or extension of credit made by us, write us at Our Notice Address, Attn: Fraud/Dispute. Please include your name, address, Account number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question. If you believe that you have been the victim of identity theft, you should send us a copy of your government-issued identification, copy of the related police report, and a completed identity theft affidavit. Once we receive such documentation, we will cease all debt collection activity until we have reviewed the materials, determined that the debt is still collectible, complied with all obligations under the law and send you a written notice describing the basis for our determination.

Telephone Consent

We may use automated telephone dialing, text messaging systems, and electronic mail to provide messages to you about scheduled payments, missed payments and other important information regarding this Agreement or your relationship with us. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else. These messages may also be recorded by your answering machine. You give us your permission to call or send a text message to any telephone number you have given us or you give to us in the future, or that you have given or give in the future, including in connection with your Zero Checking account, and to play pre-recorded messages or send text messages with information about the Agreement over the phone. You also give us permission to communicate such information to you by push notification or email. You understand that, when you receive such calls, texts, push notification or emails, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with such calls, texts, or emails. You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber or primary user such telephone number(s), you agree to immediately give us notice of such facts so that we may update our records. If you have the right to revoke consent to autodialed calls under applicable law, to the extent permitted by applicable law you may exercise this right only by calling us at **(888) 252-9376**.

Bankruptcy Notification

All bankruptcy notices and related correspondence to us must be sent to us at Our Notice Address, Attn: Bankruptcy Notice.

Notices of Change in Circumstances

You must notify us of any changes to your name, mailing or email address, home, cell or business phone number, employment or income within 15 days. You can notify us by calling us toll-free at **(888) 252-9376** ((415) 856-9376 from outside the country), or by writing us at Our Notice Address. We will rely on your mail and email addresses as they appear on our records for any and all Account communications we send you unless and until either you or, in the case of your mailing address, the U.S. Postal Service, notifies us of a change of address and we have had a reasonable opportunity to act on such notice.

Miscellaneous Provisions

Partial Payments Marked Payment in Full

Any check or other payment you send us for less than the total outstanding balance on your Account that is marked "payment in full" or with any similar language or that you otherwise tender as full satisfaction of a disputed amount must be sent to Our Notice Address, Attn: Exceptions Processing. We may deposit any such payment without such deposit effecting a satisfaction of the disputed amount.

Inadvertent Overcharges

It is not our intention to charge any interest charges, Fees or other amounts in excess of those permitted by applicable law or this Agreement. If any interest charge, Fee or other amount is finally determined to be in excess of that permitted by applicable law or this Agreement, the excess amount will be applied to reduce the outstanding balance in your Account or, if there is no outstanding balance, will be refunded to you.

Delay in Enforcement

We may at any time and in our sole discretion delay or waive enforcing any of our rights or remedies under this Agreement or under applicable law without losing any of those or any other rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later date.

Unauthorized Use of Your Zerocard or Account

You agree to promptly notify us if you believe that your Zerocard has been lost or stolen or that someone has used or may use your Zerocard or Account without your permission by calling us toll-free at **(888) 252-9376** ((415) 856-9376 from outside the country), or by writing to Our Notice Address, Attn: Fraud/Dispute. **TO HELP PROTECT AGAINST THE UNAUTHORIZED USE OF YOUR ZEROCARD OR ACCOUNT, YOU SHOULD NEVER WRITE YOUR PERSONAL IDENTIFICATION NUMBER (PIN) ON YOUR ZEROCARD OR KEEP ANY WRITTEN RECORD OF IT ON ANY MATERIAL THAT IS KEPT WITH YOUR ZEROCARD.** You agree to assist us in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of your Zerocard or Account and to comply with such procedures as we may reasonably require in connection with our investigation, including the filing of one or more reports with the appropriate law enforcement authorities. Subject to applicable law, you acknowledge and agree that we may terminate our investigation if you fail to provide us with any such assistance or to comply with such procedures, and we otherwise have no knowledge of facts confirming the unauthorized use of your Zerocard or Account. In such circumstances, we will deem any such use as having been authorized by you and you will be liable for the amount of any Transactions plus interest charges and fees incurred with any such use. Subject to applicable law, you also acknowledge and agree that unauthorized Zerocard or Account use does not include use of your Zerocard or Account by any person to whom you have given authority to use your Zerocard or Account, even if you have attempted to limit the scope of the authority you have granted to any Authorized User and such Authorized User has exceeded his or her authority. You will be liable for all use of the Account or any Zerocard by any such Authorized User, even if that person uses the Account or Zerocard in ways you did not intend.

Verifications

We verify your age, social security number, residence and other identifying information as required by applicable law.

Credit Reports; Evaluation of Financial Condition and Credit History

You understand and agree that we may obtain a consumer credit report in connection with your request for credit, in connection with any updates, renewals or extensions of any credit as a result of your request, and in connection with servicing your account. 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 understand and agree that we may obtain a consumer credit report in connection with the review or collection of any Transaction made by you or for other legitimate purposes related to such Transactions.

Account Settlements

Any settlement of your Account balance for less than what is owed requires our written agreement.

Telephone Monitoring and Recording

You agree that we may monitor, record, retain and reproduce your telephone calls and any other communications you provide to us, regardless of how transmitted to us, for training, quality control, evidentiary and other purposes. However, we are not under any obligation to monitor, record, retain or reproduce such items, unless required to do so by applicable law.

Third-Party Claims or Defenses

Except as otherwise provided in this Agreement or as required by applicable law, we will not be responsible for any claim or defense you may have against any third party that arises out of or in connection with any Transaction.

Assignment

You may not sell, assign or transfer your Account or Zerocard or any of your rights and obligations under this Agreement. However, we may sell, assign or transfer your Account, or any balance due thereunder, and/or any of our rights and obligations under this Agreement, to another bank or other third party without prior notice to or consent by you. Should we do so, then to the extent of any such sale, assignment or transfer, that bank or third party will take our place in this Agreement.

Severability

Except as provided otherwise in the Arbitration Clause, if any provision of this Agreement is deemed to be void or unenforceable by a court of competent jurisdiction or any governmental agency, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

Section Headings

The section headings used in this Agreement are for convenience of reference only and do not in any way limit or define your or our rights or obligations hereunder.

Entire Agreement

You acknowledge that this Agreement (which includes the PRICING INFORMATION, ADDITIONAL DISCLOSURES, AGREEMENT TERMS AND CONDITIONS, ARBITRATION AND CLASS ACTION WAIVER (if applicable), and the [REWARDS PROGRAM](#), and ZEROCARD DIGITAL WALLET TERMS AND CONDITIONS (if you choose to add your Zerocard to a digital wallet and/or its associated application)) constitutes the entire agreement between you and us with respect to the Account and Zerocard, and supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communications and understandings between you and us concerning the Account and Zerocard.

Security

Notwithstanding any language in any other agreement to the contrary, the Account and your performance under this Agreement are not secured.

Multiple Cardholders and/or Guarantors

If there are more than one of you and/or one or more guarantors of your obligations under this Agreement: (i) Each of you may engage in any permitted Transaction, without any further authorization from any other of you. (ii) Each of you and each guarantor is jointly and individually liable for all of your obligations under this Agreement. We may proceed against any or all of you and/or any or all guarantor(s), and may choose not to proceed against any or all of you and/or any or all guarantor(s), without losing any of our rights against any or all of you and/or any or all guarantors. (iii) You agree not to give conflicting instructions to us. If you do, however, we may ignore all conflicting instructions or instead determine in our discretion to honor any instruction of our choice. (iv) Any of you may terminate the Account at any time.

Termination of Account

We may close or suspend your Account and/or revoke your Zerocard at any time without prior notice, whenever permitted by applicable law. We may do this at any time and for any reason permitted by law, even if you are not in default. In the event we give you notice that the Account has been terminated or you give us notice that you desire to terminate the Account, upon our request you must cut all Zerocard(s) in half and return them to us as well as write void on any unused convenience checks and return them to us. We may either honor or dishonor any request by you to terminate the Account if you fail to return all Zerocard(s), any unused convenience checks or fail to discontinue the use of other credit devices we have issued to you. You will remain liable for all Transactions on the Account, including previously authorized recurring Transactions, that are paid after you or we give notice of termination.

Formal Requirements to Collect Debt

You agree that we are not obligated to: (i) make a formal demand for payment under this Agreement; (ii) provide formal notice that any amount due under this Agreement has not been paid; and/or (iii) provide a certification that any amount due under this Agreement was not paid by the due date. To the extent permitted by applicable law, you agree that, in any collection proceeding by us or a direct or indirect purchaser of our rights in your Account, unless you provide affirmative evidence, sufficient to the finder of fact, that our business records are incorrect, the records we maintain in the ordinary course of business, including monthly statements and/or summaries of information in our computer records, certified by any custodian of our records as accurate reflections of statements or information in our business records, provide adequate proof of the amounts due hereunder.

Refunds and Allowances

Except as provided by applicable law, any refund or allowance provided to you with respect to any Transaction shall be provided in the form of an Account credit and not a cash payment.

Security at ATM Facilities

You should take precautions when using your Zerocard (or any other credit or debit card) at an ATM.

Important Information About Procedures For Opening A New Account

To help the government fight the funding of terrorism and money laundering activities, in accordance with the USA PATRIOT Act, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account.

What this means for you

When you open an Account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We are required to follow this procedure each time an Account is opened, even if you are a current customer.

Military Lending Act Notice

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include,

as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

To hear this same disclosure and a general description of your payment obligations for this Account, please call us toll-free at **(855) 937-6655**.

The Arbitration Clause set forth in this Agreement does not apply to Covered Borrowers.

Arbitration And Class Action Waiver

We have put this Arbitration Clause in question and answer form to make it easier to understand. However, this Arbitration Clause is part of your Agreement and is legally binding. All capitalized terms not otherwise defined in this Clause are defined in the Agreement.

PURSUANT TO 10 U.S.C § 987 AND ITS IMPLEMENTING REGULATIONS, IT IS UNLAWFUL FOR A CREDITOR TO REQUIRE A "COVERED BORROWER" AS THAT TERM IS DEFINED BY FEDERAL LAW TO SUBMIT DISPUTES TO ARBITRATION. THEREFORE, THE TERMS OF THE ARBITRATION CLAUSE (BELOW), INCLUDING BUT NOT LIMITED TO THE (1) REQUIREMENT TO ARBITRATE DISPUTES, (2) WAIVER OF A JURY TRIAL, AND (3) WAIVER OF RIGHT TO PARTICIPATE IN A CLASS ACTION, DO NOT APPLY TO COVERED BORROWERS.

For all persons other than Covered Borrowers, by signing below, you agree to this Arbitration Clause, unless you opt out by the process described below:

BACKGROUND AND SCOPE		
QUESTION	SHORT ANSWER	FURTHER DETAIL
What is arbitration?	An alternative to court	In arbitration, a neutral third-party arbitrator ("Arbitrator") solves Disputes in an informal hearing on an individual basis.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a court lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you sign your Agreement. You must send the notice in writing (and not electronically) to Our Notice Address, Attn: Arbitration Opt-Out. Provide your name, address and account number. State that you "opt out" of the Arbitration Clause. Opting out will not affect the other provisions of this Agreement. If you opt out, it will apply only to that agreement.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate individually or require individual arbitration of any "Dispute" as defined below.

Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us, your heirs and our agents (including Zero Financial, Inc., which services your Account). It also covers certain "Related Parties": (1) our parents, subsidiaries, affiliates and their successors and assigns; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Account or this Agreement (including, without limitation, your application, your Account balance, past agreements, information you previously gave us, extensions, renewals, refinancings, payment plans, collections and privacy and customer information) or the relationships between you and us and/or "Related Parties" resulting therefrom. "Disputes" includes, but is not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs) and equity. It includes claims that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rules against class arbitration and against an Arbitrator issuing relief to anyone except you, us and Related Parties.) All such disputes are for a court and not an Arbitrator to decide. But a Dispute about this Agreement as a whole is for an Arbitrator, not a court, to decide.
Who handles the arbitration?	Usually AAA or JAMS	<p>Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. The arbitration administrator will be either:</p> <ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com • Any other company picked by agreement of the parties. <p>If all the above options are unavailable, a court with jurisdiction will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The Arbitrator will be selected under the administrator's rules. However, the Arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p>
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court or an equivalent court, so long as the Dispute is pending only in that court. Both parties may use lawful self-help remedies. This includes set-off or repossession and sale of any collateral. Both parties may seek remedies which don't claim money damages. This includes pre-judgment seizure, injunctions, or equitable relief. Even if all parties have opted to litigate a Dispute in court, you or we may elect arbitration with respect to any Dispute made by a new party or any Dispute later asserted by a party in that or any related or unrelated lawsuit (including a Dispute 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 Clause.

Are you and we giving up any rights?	Yes	<p>For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to:</p> <ul style="list-style-type: none"> • Have juries decide Disputes. • Have courts, other than small-claims courts, decide Disputes. • Serve as a private attorney general or in a representative capacity in court or in arbitration. • Join a Dispute that you, we or Related Parties have with a dispute that others have. • Bring or be a class member in a class action in court or in a class arbitration. <p>The arbitrator shall have no authority to conduct any arbitration inconsistent with this section or to issue any relief that applies to any person or entity except you or us or Related Parties individually.</p>
Can you or another consumer start a class arbitration?	No	<p>The Arbitrator is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Arbitration Clause must be decided in an individual arbitration or an individual small-claims action. You may not pursue any type of collective action or class action against us in arbitration.</p>
What law applies?	The Federal Arbitration Act ("FAA")	<p>This Agreement and your Account involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. The Arbitrator is authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. In the event of any conflict or inconsistency between this Arbitration Clause and the administrator's rules or the Agreement, this Arbitration Clause will govern.</p>
Will this Clause continue to govern?	Yes, unless otherwise agreed.	<p>The Arbitration Clause stays effective unless the parties sign an agreement stating it doesn't or you timely opt out by the process described below. The Clause governs if you rescind the transaction. It governs if you default, renew, prepay, or pay. It governs if your contract is discharged through bankruptcy. The Arbitration Clause remains effective, despite a transaction's termination, amendment, expiration, or performance.</p>
PROCESS		
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	<p>We can try to resolve Disputes if you call us at (888) 252-9376. If this doesn't resolve the Dispute, before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to Our Notice Address, Attn: Legal Department. You or an attorney you have personally hired must sign the notice and must provide the account number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.</p>
How does an arbitration start?	Mailing a notice	<p>If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers, such as a motion to compel arbitration. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop unless a court rules otherwise.</p>

Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing shall take place in your county and state of residence.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.
ARBITRATION FEES AND AWARDS		
Who bears arbitration fees?	Usually, we do	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay. We will always pay amounts required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator within 14 days of the ruling. The Arbitrator will determine whether to grant such request.
What happens if a part of this Arbitration Clause cannot be enforced?	It depends	If any portion of this Arbitration Clause cannot be enforced, the rest of the Arbitration Clause will continue to apply, except that (A) this Arbitration Clause (except for this sentence) will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal, and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Clause 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.

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 the address shown on the payment coupon included with your statement. You may also contact us through Zero app. In your letter or communication through the app, 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 any 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 (see the No Preset Spending Limit section above for more information).

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 that you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

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

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

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address shown on the payment coupon included with your statement. 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.