

SECURED CARD PRICING SUMMARY

This Pricing Summary is part of the Secured Card Agreement.

| Interest Rates and Interest Charges | |
|---|--|
| Annual Percentage Rate (APR) for Purchases | 26.99% |
| APR for Cash Advances | N/A |
| Paying Interest | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advance on the transaction date. |
| For Credit Card Tips from the Consumer Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore . |
| Fees | |
| Annual Fee | <p>NOTICE: Annual fee will be assessed before you begin using your card and will reduce the amount of credit you initially have available. Based on your initial credit limit of [\$AMOUNT], your initial available credit will be only [\$AMOUNT].</p> <p>You may still reject this plan, provided that you have not yet used the account or paid a fee after receiving a billing statement. If you do reject the plan, you are not responsible for any fees or charges.</p> <p>\$25</p> |
| Transaction Fees | |
| • Cash Advance Fee | N/A |

How We Will Calculate Your Balance: We use a method called “average daily balance (including new transactions).” See your Secured Card Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Secured Cardholder Agreement.

Minimum Payment: The minimum payment calculation for a closing statement balance greater than \$25 should be as follows: The greater of (i) \$25 or (ii) the sum of the following:

- i. Any amounts over the credit limit,
- ii. Any past due amounts,
- iii. Any interest or late fees accrued during the statement cycle, and
- iv. 3% of the closing statement balance

Notwithstanding, if the closing statement balance is less than \$25, then the minimum payment is the closing statement balance.

CARD SECURITY DEPOSIT ACCOUNT ELECTRONIC FUND TRANSFERS DISCLOSURES SUMMARY

Liability for Unauthorized Transfers

Tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn that an electronic fund transfer has been made without your permission, you can lose no more than \$50 if someone made an electronic fund transfer without your permission.

If you do NOT tell us within 2 business days after you learn that an electronic fund transfer has been made without your permission, and we can prove we could have stopped someone from using your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Contact in Event of Unauthorized Transfers

If you believe that an electronic fund transfer has been made without your permission, call 888-242-7263 or write: Build Support at support@getbuild.com.

Business Days

For purposes of these disclosures, our business days are (Monday through Friday) (Monday through Saturday) (any day including Saturdays and Sundays). Holidays are (not) included.

Transfer Types and Limitations

Any deposits to your Card Security Deposit Account must be transferred from your Credit Builder Security Deposit Account.

In order to be able to make a transfer from your Credit Builder Security Deposit Account, either initially or subsequently, all of the following conditions must be met: (i) You must be current on any outstanding Build-branded products (Credit Builder and Secured Card), (ii) You must provide current income and debt liability obligation information, which must meet the required ability to pay level as determined by us, and (iii) The remaining balance in the your Credit Builder Security Deposit Account must be greater than or equal to the outstanding Credit Builder Loan principal balance plus the following month's interest on the Credit Builder Loan.

You may not withdraw or transfer funds from your Card Security Deposit Account; however, the funds in your Card Security Deposit Account will be returned to you if you close your account.

Limitations on dollar amounts of transfers.

Your initial deposit to your Card Security Deposit Account must be at least \$102.25 and may not exceed \$1663.00, and in any event may not exceed the amount made available for transfer from your Credit Builder Security Deposit Account. The amount made available for transfer from your Credit Builder Security Deposit Account for your initial deposit to your Card Security Deposit Account is equal to (i) your Credit Builder Security Deposit Account balance, minus (ii) the sum of (A) the outstanding principal balance of your Credit Build Loan, plus the total amount of the next month's interest on the Credit Builder Loan. After your initial deposit, you may request to transfer additional amounts from your Credit Builder Security Deposit Account to your Card Security Deposit Account to support credit limit increases in increments of \$10 through the online and mobile application up to a maximum of \$1663.00, subject to the same limitation on the amount available to transfer as the initial deposit as detailed above. You will need to contact our support team to request the ability to transfer an additional amount.

Fees

There are no fees associated with your Card Security Deposit Account.

Confidentiality.

We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or

(iv) If you give us your written permission.

Documentation

You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).

Preauthorized payments

We do not permit preauthorized electronic funds transfers to or from your Card Security Deposit Account.

Financial institution's liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the system was not working properly and you knew about the breakdown when you started the transfer.
- (4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (5) There may be other exceptions stated in our agreement with you.

ATM fees You may not use an ATM to access the Card Security Deposit Account.

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, telephone us at 888-242-7263, or write us at 256 W. Data Drive. Draper, Utah, 84020 with Attn, Build Support or email us at support@getbuild.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

SECURED CARD AGREEMENT

The Agreement

This Secured Card Agreement, together with the Security Deposit Agreement, Secured Card Pricing Summary, and Card Security Deposit Account Electronic Fund Transfers Disclosures Summary (collectively "Agreement"), is your contract with WebBank and governs the terms of your secured credit card ("Card") with us and your security deposit that secures your Card and the associated Account. Please read it carefully. You should save a copy of this Agreement.

Accepting this Agreement: By opening an Account with us or using your Card or Account to make a Purchase, you acknowledge that you have read, understand, and agree to be bound by the terms of this Agreement and all applicable disclosures. You may still reject this Agreement if you have not yet used the Card or Account to make a Purchase, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 888-242-7263 or write us at 256 W Data Drive, Draper, UT 84020. If you properly reject the Agreement in accordance with this section, you are not responsible for any fees or charges.

Arbitration: UNLESS YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT, THIS AGREEMENT INCLUDES AN ARBITRATION AGREEMENT WITH CLASS ACTION AND JURY TRIAL WAIVERS. YOU CAN REJECT THE ARBITRATION AGREEMENT. SEE "TO REJECT THIS SECTION" IN THE ARBITRATION AGREEMENT. IF YOU DO NOT, IT WILL BE PART OF THIS AGREEMENT.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, as well as interest charges and fees. This includes charges made by persons to whom you have lent or given your Card, even if their charges exceeded your authority.

Important Information About Procedures for Opening a New Account:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person 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

Definitions

Account means the WebBank Card account under this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

New Balance means the total amount outstanding on your Account at the end of a billing cycle, as set forth on the billing statement for that billing cycle.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index decided upon in our sole discretion.

We, us, our, and **WebBank** refer to WebBank, the issuer of your Card.

You, and **your** refer to each person who has applied for the Account.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may change your credit limit(s) at any time, without notice. Each Purchase will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to seven (7) calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. See the "Secured Credit Limit Increases" paragraph in the Security Deposit Agreement section for additional information.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Merchant Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant first to stop automatic billing.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Secured Card Pricing Summary for your APRs.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance during the billing cycle. Standard Purchases, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases on the post date. We add all applicable fees, to the standard Purchase balance on the post date. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to charge interest on a transaction or fee from the day we add it to the daily balance. We continue to charge interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not charge interest on new Purchases made during the current billing cycle that are paid by the corresponding Payment Due Date. This is called a Grace Period on Purchases. If you do not pay the New Balance in full by the Payment Due Date, you will not get a Grace Period on any Purchases until you pay the New Balance in full for two billing cycles in a row. The Payment Due Date will be at least 24 days after the close of the billing cycle.

Fees

Annual Fee: [The Annual Fee will be assessed in the first billing cycle upon opening your Account and every twelve months thereafter until the Account is closed. The Annual Fee is refundable as long as you cancel your Account and (i) you have not used your card for any Purchases, or (ii) you have not paid the Annual Fee. See the Secured Card Pricing Summary for the amount of this fee.

Payments

Minimum Payment Due: See the Secured Card Pricing Summary for the minimum payment requirements.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Build, 256 W Data Drive, Draper, UT 84020. We can accept late payments or partial payments, as well as other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments and credits up to the Minimum Payment Due at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first or as otherwise required by applicable law.

Collecting, Sharing, and Updating Information

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies from time to time in connection your Account and for as long as you have an outstanding balance, including to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review and manage your Account; (4) verify your current credit standing; (5) assess you for and present you with other credit offers; (6) collect amounts owing on your Account; and (7) any other purpose permitted by applicable law. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you believe that information we furnished is inaccurate or incomplete, please write us at WebBank c/o Build, 256 W Data Drive, Draper, UT 84020. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing WebBank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide or those we obtain from a third party, at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: WebBank c/o Build, [256 W Data Drive, Draper, UT 84020.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: You agree to notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other

partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us or our agents or servicers misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Your Annual Fee will continue to be charged to your account in accordance with the terms of this Agreement until your Account is closed. We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice.

Arbitration Agreement

PLEASE READ THIS SECTION (the "Arbitration Agreement") CAREFULLY. UNLESS YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT, IT REQUIRES ALL CLAIMS BETWEEN YOU AND US TO BE RESOLVED BY BINDING ARBITRATION WHENEVER YOU OR WE CHOOSE TO SUBMIT A CLAIM TO ARBITRATION. BY ACCEPTING THIS ARBITRATION AGREEMENT, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO A SMALL CLAIMS COURT) AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

Agreement to Arbitrate: Either you or we may elect, without the consent of the other, to arbitrate any Claim (as defined below) through the binding arbitration process set forth in this Arbitration Agreement. For purposes of this Arbitration Agreement, "we," "our," "us" includes WebBank, and its employees, officers, directors, parents, agents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors, and assigns, Build] and its employees, officers, directors, parents, agents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors, and assigns, and dealers/merchants/retailers that accept the Card.

Claims Covered by Arbitration: "Claims" subject to this Arbitration Agreement include all of the following: (1) claims arising out of or related to this Agreement, including but not limited to claims between you, or any other user of your Account, and us; (2) claims arising out of or related to any aspect of any relationship between you, or any other user of your Account, and us that are governed by this Agreement; (3) claims arising out of or related to your Account, the Card, the Card Security Deposit Account, or any services provided to you, or any other user of your Account, under this Agreement; and (4) claims related to the interpretation, scope, applicability, or enforceability of this Agreement or Arbitration Agreement (with one exception identified in the "Public Injunctive Relief Requests" section). Claims are subject to arbitration whether they are based in contract, tort, federal or state statute, constitution, regulation, or any other legal theory, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Claims include claims or disputes that arose before the parties entered into this Agreement (such as claims related to advertising) or after termination of this Agreement or after your Account is closed. Claims include initial claims, counterclaims, cross-claims, and third party claims.

Claims Not Covered by Arbitration: Claims filed by you or by us in a small claims court are not subject to arbitration, so long as the dispute remains in such court and advances only an individual claim for relief. The "Class and Representative Action Waiver" and "Public Injunctive Relief Waiver" sections below set forth additional claims not subject to arbitration. Further, this Arbitration Agreement shall not apply to covered borrowers as defined in the Military Lending Act, 10 U.S.C. § 987.

Jury Waiver and Limitation of Rights: You and we agree that, by entering into this Arbitration Agreement, the parties are each waiving the right to a trial by jury or a trial before a judge in court (except for matters that may be taken to a small claims court). You and we acknowledge that arbitration will limit our legal rights, including the right to participate in a class action, the right to a jury trial, the right to conduct full discovery, and the right to appeal.

Class and Representative Action Waiver: YOU AND WE AGREE THAT EACH PARTY TO THIS ARBITRATION AGREEMENT MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED

CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator shall have no authority to conduct any class, private attorney general or other representative proceeding. This paragraph does not apply to requests for public injunctive relief, which are addressed in the paragraph entitled “Public Injunctive Relief Requests.”

Public Injunctive Relief Requests: If you or we seek public injunctive relief as a remedy for any Claim (a “Public Injunctive Relief Request”) you and we agree that Public Injunctive Relief Request cannot be arbitrated. Instead, that Public Injunctive Relief Request shall be adjudicated by a court after all other Claims to be decided in arbitration under this Arbitration Agreement are resolved in arbitration, including all causes of action pursuant to which a Public Injunctive Relief Request is made. You and we agree to jointly request that the court stay the Public Injunctive Relief Request until after the remaining Claims have been finally resolved in arbitration, and that the parties will only seek to lift the stay and request that the court resolve the Public Injunctive Relief Request if an arbitrator finds that one of them is liable for a Claim for which public injunctive relief is an available remedy. The validity, enforceability, and effect of this section shall be determined exclusively by a court, and not by any arbitration administrator or arbitrator.

Severability: Notwithstanding any section in the Arbitration Agreement to the contrary, if any section of this Arbitration Agreement (except for the “Class Action and Representative Action Waiver”) is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration Agreement. However, if the “Class Action and Representative Action Waiver” section is deemed invalid or unenforceable in whole or in part, then this entire Arbitration Agreement shall be deemed invalid and unenforceable.

How to start an arbitration, and the arbitration process:

The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to 256 W Data Drive, Draper, UT 84020 The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, (800) 778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, (800) 352-5267. If both AAA and JAMS are for any reason unable to serve, then the parties may agree to a comparable arbitration administrator. If the parties are unable to agree, then a court of competent jurisdiction shall appoint an arbitration administrator.

If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the Claim(s) to commence the arbitration proceeding.

The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a retired judge or lawyer with at least 10 years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the Federal Arbitration Act (FAA), that would apply in court, but may use different procedural rules. The arbitrator shall honor claims of privilege recognized at law. If the administrator’s rules conflict with this Agreement, this Agreement will control. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information.

The arbitration will take place by phone or in the county in which you reside, unless the parties agree in writing to a different location or the arbitrator so orders. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator’s award shall be final and binding except that any party may appeal any award relating to a Claim for more than \$100,000 or for injunctive relief to a three-arbitrator panel appointed by the arbitration administrator, which will reconsider de novo any aspect of the appealed award. The panel’s decision will be final and binding. In either event, you or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction. The substantive law of the FAA shall govern any petition or motion to confirm or vacate the arbitrator’s award.

Except as provided in the “Public Injunctive Relief Requests” section, the arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law.

Governing Law for Arbitration: You and we agree that you and we are participating in transactions that involves interstate commerce and that this Arbitration Agreement is governed by the FAA. The arbitrator will decide the dispute in accordance with the terms of this Agreement and applicable substantive law, including the FAA, and applicable statutes of limitation.

Pre-Dispute Resolution Procedure: Before you or we bring any dispute or claim, the complaining party shall give the defending party: (i) a claim notice providing at least 30 days’ written notice of the claim and explaining in reasonable detail the nature of the claim and any supporting facts and that also includes the complaining party’s signature; and (ii) a reasonable, good-faith opportunity to resolve the claim on an individual basis without the necessity of any proceeding. If you are the complaining party, you must send any claim notice to us at 256 W Data Drive, Draper, UT 84020. If we are the complaining party, we will send the claim notice to you at your address appearing in our records or, if you are represented by an attorney, to your

attorney at his or her office address. If the complaining party and the defending party do not reach an agreement to resolve the claim within 30 days after the claim notice is received, the complaining party may commence an arbitration subject to the terms of this Arbitration Agreement. No settlement demand or settlement offer may be used in any proceeding as evidence or as an admission of any liability or damages.

Special Payment: If: (i) you submit a claim notice in an arbitration on your own behalf (and not on behalf of any other party) and comply with all the requirements of this Arbitration section of your Agreement; (ii) we refuse to provide you with the money damages you request; and (iii) the arbitrator issues you an award that is greater than the latest money damages you requested at least 10 days before the date the arbitrator was selected, then we will pay you the amount of the award or \$7,500, whichever is greater, in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. We encourage you to include all claims you have in a single claim notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated under this Arbitration section of your Agreement.

TO REJECT THIS SECTION: You may reject this Arbitration Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address, email address, telephone number, and account number, and must be mailed to 256 W Data Drive, Draper, UT 84020. This is the only way you can reject this section.

Arbitration Agreement Changes: The "Changes to Your Agreement" section of this Agreement does not apply to this Arbitration Agreement. Instead, the following terms shall apply to amendment of this Arbitration Agreement. You and we agree that we have the right to amend this Arbitration Agreement, and that if we make any amendment to this Arbitration Agreement (other than an amendment to any notice address or website link provided herein), that amendment shall be effective upon our provision of written notice to you. We will notify you of amendments to this Arbitration Agreement by providing notice via U.S. mail to the mailing address shown on your statement. Any change shall not apply to any Claim against us that accrued prior to the effective date of the change. Instead, the change shall apply to all other Claims governed by this Arbitration Agreement that have arisen or may arise between you and us. If you do not agree to these amended terms, you may reject the amended Arbitration Agreement and you will not be bound by it. To reject the amended terms, you must send us written notice of your rejection within 60 days after the date we provided notice of the amendment. You must include your name, address, email address, telephone number, and account number. The notice of rejection must be mailed to 256 W Data Drive, Draper, UT 84020. This is the only way that you can reject amendments to this Arbitration Agreement.

ACTIVE DUTY MILITARY MEMBERS AND THEIR DEPENDENTS: The provisions in this Arbitration Section will not apply to your Account if you are a covered borrower under the Military Lender Act. Read below for additional disclosures concerning your Account.

Military Borrowers and Their Dependents

Statement of Military Annual Percentage Rate (MAPR):

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: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account).

Oral Disclosures

Before agreeing to this Agreement, in order to hear important disclosures and payment information about this Agreement, or whether this section applies to you, please call 888-242-7263 anytime 24/7.

Other Terms

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any fee or term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: You shall notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by federal law and to the extent not preempted by federal law, the laws of the State of Utah, regardless of any conflict of laws principles.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 256 W Data Drive, Draper, UT 84020.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

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

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

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

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

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

If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.

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

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

If we do not follow all of the rules above, you do not have to pay the first \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made 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 256 W Data Drive, Draper, UT 84020, or via email at support@getbuild.com.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you of our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

State Disclosures

Notice for all Accounts, 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 Agreement, taking collection action on this Agreement, or for any other legitimate purposes associated with this Agreement. 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: A married applicant may apply for a separate Account.

Iowa, Kansas and Nebraska Residents: NOTICE TO CONSUMER: a) Do not sign this agreement before you read it; b) You are entitled to a copy of this agreement; c) You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned finance charges in accordance with law.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that consumer 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: Your signature confirms that this Account is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement, or court decree adversely affects the interest of us unless we, prior to the time that your application is approved, are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. If the Account for which you are applying is granted, you must notify us of the name and address of your spouse for notification that credit has been extended to you.

SECURITY DEPOSIT AGREEMENT

This is the Security Deposit Agreement for the Security Deposit Account associated with your Card and Account. As a condition for obtaining an Account you must provide a Security Deposit.

Definitions

Account has the same meaning as in your Cardmember Agreement and refers to your Card account.

Cardmember Agreement means the agreement governing your Account.

Credit Builder Security Deposit Account means your deposit account with Evolve Bank that holds funds that act as a security deposit for your Credit Builder Loan Account issued by Synapse.

Security Deposit means the funds that you pledge to us as security for your Account that are maintained in your Card Security Deposit Account.

Card Security Deposit Account means your deposit account with us that holds the funds that constitute your Security Deposit that act as security for the Account.

We, us, our, and WebBank refer to WebBank, the issuer of your Card.

You, and your refer to each person who has applied for the Account.

Creation of Card Security Deposit Account

You agree to establish and maintain a Card Security Deposit Account as security for the Account with a Security Deposit. To open your Account, you authorize us to transfer funds from your Credit Builder Security Deposit Account to the Card Security Deposit Account in the amount you designate in order to create your Security Deposit with us. We will tell you your credit limit at the time of account opening and on your monthly Account statements. See your Card Security Deposit Account Electronic Fund Transfers Disclosures Summary for limitations concerning the Card Security Deposit Account and other terms.

We will provide you with instructions and requirements for funding your Card Security Deposit Account, and you must follow those instructions and fulfill those requirements when funding your Card Security Deposit Account. You may not make any withdrawals from your Card Security Deposit Account. You may make additional deposit as described below under the section "Secured Credit Limit Increase" section.

The Card Security Deposit Account and Security Deposit will be owned by you. Subject to our possession of and security interest in your Card Security Deposit Account and Security Deposit, you retain beneficial ownership of your Security Deposit. Your Card Security Deposit Account is insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum allowable limits. We will maintain separate records to account for your Security Deposit funds. **No interest will be paid on the Card Security Deposit Account.** No fees will be charged with respect to your Card Security Deposit Account. There are fees with respect to your Account; refer to your Secured Card Agreement for details.

Pledge of Security Interest

As security for the payment of your obligations under the Account ("Debt"), you grant us a security interest in the Card Security Deposit Account, including the Security Deposit and all proceeds of such funds. You agree to take any actions needed for us to perfect or protect our lien position of our security interest. You represent that there are no lawsuits, liens or bankruptcy proceedings that might affect our interest in the Security Deposit and that the Security Deposit is unencumbered, as of the date that funds are deposited into your Card Security Deposit Account. You cannot use the Security Deposit to secure other loans and must keep the Card Security Deposit Account and Security Deposit free of encumbrances other than the security interest you grant us.

Secured Credit Limit Increases

We will notify you in the Build dashboard when you are eligible to transfer funds from your Credit Builder Security Deposit Account into your Secured Card Security Deposit Account, which will increase their Secured Card credit limit. You can request to raise your credit limit in increments of \$10, subject to satisfying the following requirements; (i) You must be current on any outstanding Build-branded products (Credit Builder and Secured Card), (ii) You must provide current income and debt liability obligation information, which must meet the required ability to pay level as determined by us, and (iii) The remaining balance in the your Credit Builder Security Deposit Account must be greater than or equal to the outstanding Credit Builder Loan principal balance plus the following month's interest on the Credit Builder Loan. You must accept the new credit limit and authorize the transfer

from the Loan reserve account into their Secured Card deposit account before the increase is effective. Any additional funds deposited into your Security Deposit will be made only with your express consent. I

Applying Funds to the Debt

If you default under the Cardmember Agreement or if your Account is closed for any reason, we may at any time and without notice apply the Security Deposit towards any outstanding Debt. Such use of funds will not constitute a required payment under the Cardmember Agreement. You continue to be responsible for making payments and repaying any outstanding Debt. Our rights under this Security Deposit Agreement are in addition to any others we have under law.

Return of Security Deposit Funds

If we determine that you qualify for return of any funds from your Card Security Deposit Account, we will return these funds to you by check or any method we deem sufficient, including by first crediting the funds to your Account. We generally return excess Security Deposit Funds in as short as 5 days and as long as 90 days after you no longer have any right to use the Account, to cover any transactions, fees or charges relating to use of the Account. If we mail a check to you, we will mail it to your mailing address on file with us. In the event of your death, we will not release your Security Deposit unless all amounts due on your Account have been repaid and all legal documents we require are delivered to us.

Legal Proceedings

In addition to the events of default set forth in the Cardmember Agreement, if a levy, garnishment, attachment or other court order against you, your Card Security Deposit Account, or the Security Deposit is received by us you will be in default under the Cardmember Agreement and we may deem your Account immediately due and payable and apply the Security Deposit to payment of any balance due on your Account. We may comply with any writ of attachment, adverse claim, garnishment, tax levy, restraining order, subpoena, warrant or other legal proceeding involving your Card Security Deposit Account which we believe to be valid. If your Account, your Card Security Deposit Account, or your Security Deposit become involved or are likely to become involved in a legal proceeding, you understand that the entire balance of your Security Deposit in the Card Security Deposit Account may be restricted until the matter has been resolved. Such proceedings are subject to our security interest. We shall be entitled to rely upon the representations, warranties, and statements made in such legal proceedings. You agree to hold harmless and indemnify us for any losses, expenses and costs, including reasonable attorneys' fees, incurred by us as a result of complying with such legal proceedings.

Assignment

We may, in our sole discretion, assign the Card Security Deposit Account and our rights and obligations under this Security Deposit Agreement. The person(s) to whom we make any such assignment or sale shall be entitled to all of our rights under this Security Deposit Agreement, to the extent assigned. You may not sell, pledge, assign, or transfer any of your rights or duties under your Card Security Deposit Account and Security Deposit.

General Terms

This Security Deposit Agreement and our security interest are governed by federal law and to the extent not preempted, Utah law, regardless of conflict of laws principles. If we use an attorney to defend or enforce our rights under this Security Deposit Agreement or to perform any legal services in connection with this Security Deposit Agreement, we may charge you our legal costs as permitted by law. **This Security Deposit Agreement supplements the Cardmember Agreement. The other terms of the Cardmember Agreement apply to this Security Deposit Agreement, and as such disputes regarding the terms of this Security Deposit Agreement are subject to Arbitration as set forth in the Cardmember Agreement.** The terms of this Security Deposit Agreement shall survive and continue to apply to the Card Security Deposit Account following closure of the Account, and shall be binding on you even if you cancel your Account or do not accept the Cardmember Agreement as permitted in the Cardmember Agreement. If any part of the Security Deposit Agreement is invalid, the rest of the Security Deposit Agreement will remain in effect.