## Rates and Fees Table

### Interest Rates and Finance Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Annual Percentage Rate (APR)</td>
<td>0%</td>
</tr>
<tr>
<td>Cash Advance APR</td>
<td>0%</td>
</tr>
<tr>
<td>Balance Transfer APR</td>
<td>N/A (Balance transfer not available)</td>
</tr>
</tbody>
</table>

### 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 have paid your entire balance by the due date each month.

### Penalty APR and When It Applies

We do not charge a penalty APR.

### Minimum Interest Charge

None.

### 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](http://www.consumerfinance.gov/learnmore).

### Fees

#### Transaction Fees

- **Foreign Transaction Fee**: None
- **Cash Advance Fee**: None
- **Balance Transfer Fee**: Not Applicable
- **ATM Withdrawal Fee (in-network)**: $0
- **ATM Withdrawal Fee (out-of-network)**: $2.50 per transaction

#### Penalty Fees

- **Late Payment**: None
- **Return Payment**: Up to $40
- **Return Check**: Not applicable
- **Over the Credit Limit Fee**: Not applicable
How We Will Calculate Your Balance: We use a method called “average daily balance (including new transactions)”.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights are provided in this Agreement.

How We Will Calculate Your Variable APRs, when applicable: Unless an introductory or promotional APR is in effect, we will add a "margin" to the U.S. Prime Rate to determine your variable APR. For each billing period, we will use the U.S. Prime Rate or the average of the U.S. Prime Rates if there is more than one, published in the Money Rates column of The Wall Street Journal or any similar publication two Business Days prior to your Billing Cycle closing date. Any change in the U.S. Prime Rate may increase or decrease your finance charges, daily periodic rates and your payments. Any new rate will be applied as of the first day of your Billing Cycle during which the Prime Rate has changed.

Prime Rate: U.S. Prime Rate effective as of 28 July 2022 is 5.50%.

Purchase and cash advance APR - 0%.

The daily periodic rate for your purchase and cash advance APR is 0%.

Balance Transfer APR - Not applicable.

Avoiding Paying Finance Charges. No interest charges will be imposed on purchases or cash advances if you pay each statement’s Total Bill Amount in full by the Bill Payment Date. If you have not done so, an interest charge will accrue from the transaction date on purchases and cash advances at the applicable APR until the date payment in full is posted to your Account.

Loss of Introductory APR, when applicable. We may end your introductory APR if you make a late payment. If we end your introductory APR, the APR that will apply is the APR after your introductory APR expires listed above.

YOUR OBLIGATION TO PAY US BACK FOR ALL CARD TRANSACTIONS AND OTHER OBLIGATIONS YOU INCUR IS SECURED BY YOUR SECURITY DEPOSIT ACCOUNT. PLEASE REFER TO THE SECURITY AGREEMENT FOR MORE INFORMATION. IF YOU DO NOT PAY US BACK FOR ANY AMOUNT YOU OWE US WHEN YOUR PAYMENTS ARE DUE, WE MAY EXERCISE OUR INTEREST AND DEBIT YOUR SECURITY DEPOSIT ACCOUNT AND YOU CAN LOSE THE MONEY IN YOUR SECURITY DEPOSIT ACCOUNT.

Military Lending Act Disclosure: The following disclosure applies to persons covered by the Military Lending Act. Other governmental programs and laws may also govern or apply to this transaction but are not described in the following disclosure. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than credit application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a
credit card account). To receive this information and a description of your payment obligation, please contact us through the Zolve Platform or email us at hello@zolve.com.

The Azpire Credit Card is issued by Community Federal Savings Bank. Mastercard is a registered trademarks of Mastercard International, and is used by the issuer pursuant to license from Mastercard International.

**Important Information About Your Security Deposit Account**

**INTEREST RATE INFORMATION.** Your Security Deposit Account is not an interest-bearing account.

**MINIMUM BALANCE REQUIREMENTS.** No minimum balance requirements apply to your Security Deposit Account.

**TRANSACTION LIMITATIONS.** You may not make transactions that would cause the Card balance to exceed the total balance in your Security Deposit Account. If you exceed these limits, we may close, suspend, or freeze your Security Deposit Account.

**FEES AND CHARGES.** Please refer to section IV of the Security Deposit Account Supplemental Terms for information about fees and charges associated with your Security Deposit Account.

When you make a transaction on your Card, an amount equal to the amount of the transaction will be required to be kept in your Security Deposit Account. You authorize us to limit your ability to withdraw or transfer all or part of the funds in your Security Deposit Account, up to the amount of funds due on your Card, as reasonably necessary to ensure that (1) your Card balance does not exceed the available balance in your Security Deposit Account at any given time; and (2) to preserve our rights under this Security Agreement.

Please refer to the Security Deposit Account Supplemental Terms for additional information regarding your Security Deposit Account.
Effective: 20 August, 2022

Azpire Credit Card Agreement

Review and save the following important information about your Account.

This Azpire Credit Card Agreement (this “Agreement”) contains the terms which govern the use of your Azpire Credit Card and corresponding credit card account ("Account"), and outlines your responsibilities and ours. The Azpire Credit Card is serviced by Zolve Innovations Inc. as a service provider for Community Federal Savings Bank, Member FDIC, the issuer of the Azpire Credit Card. This Agreement includes the Rates and Fees Table above and the terms below. In addition to this Agreement, your Card and Account are governed by the Security Agreement, Security Deposit Account Supplemental Terms, Statements, our privacy policy, any brochure describing benefits provided by Mastercard, all disclosures and materials provided to you before and when you applied for and/or opened your Account and any future changes to the aforementioned documents.

We have agreed to lend you money as described in this Agreement, and you agree to pay us back together with interest charges and fees, as applicable. You do not have to sign this Agreement, but once you have activated, accepted, signed or used the Card or the Account, you acknowledge and agree to the terms and the provisions contained in this Agreement, which includes an arbitration provision. The application you signed or otherwise submitted (including the federal and state notices), any temporary card and the card carrier the Bank sends with your Card are part of and are incorporated into this Agreement. Please read it in its entirety and keep it for your records.

If any fee in the Rates and Fees Table is marked “none” or “not applicable”, the section of this Agreement that relates to that rate or fee does not apply.

Contact Zolve if you have any questions about this Agreement or your Card or Account. You may contact Zolve through the Zolve Platform or write to hello@zolve.com.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND A WAIVER OF CLASS ACTION AND JURY PROVISION, UNLESS YOU ARE COVERED BY THE MILITARY LENDING ACT. IF YOU ARE COVERED BY THIS MILITARY LENDING ACT, THEN SECTION 24 DOES NOT APPLY TO YOU.

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.

SECURITY INTEREST

This Account is secured by the Security Deposit Account as set forth in this Agreement and Security Agreement, which is attached and hereby incorporated into this Agreement. You have affirmatively agreed
to and granted to us a security interest in the Security Deposit Account. We can transfer funds from the Security Deposit Account to this Account if you default on the debt arising from this Account or as otherwise authorized by you. Such instances of your default are described herein and in the Security Agreement, and may include, for example, your failing to make a payment due under this Agreement. In addition, all credit advanced to you for credit purchases, balance transfers or cash advances constitutes loans made by us to you in the state of New York. We disclaim as security, for loans made to you under this Agreement, any security interest it may at any time have in household goods or real property, excluding any security interest provided under or in connection to the Security Agreement. Except as disclaimed above, loans made to you after the effective date of this Agreement may be secured by collateral given by you to secure other loans from us.

1. Definitions.

All capitalized terms used in this Agreement and not otherwise defined have the meanings set forth below.

“APR” means a rate shown, as a percentage, used to calculate interest on the balance on your Account.

“Azpire Account” means, individually and collectively, the Security Deposit Account and the Account, each provided by Bank.

“Azpire Deposit Account” means the deposit account opened in connection with the Azpire Account, provided by the Bank and is governed by a separate agreement provided to you. The Azpire Deposit Account is not the Azpire Account or the Card.

“Balance transfer” means a transfer of funds to another creditor initiated by us at your request. A balance transfer does not include a transaction that is otherwise a cash advance. Balance transfers include any fees and adjustments associated with any balance transfer.

“Billing Cycle” means the time period between billing statements and is used to manage your Account. Each Statement shows the closing date, which is the last day of the Billing Cycle.

“Business Day” means Monday through Friday, excluding federal holidays.

“Card” means one or more cards or other access devices, including your account number, Physical Card, or Virtual Card, that we may issue to allow you to use to access credit on your Account, and includes all renewals and substitutions of the same.

“Cash advance” means a loan in cash or cash equivalents, including, but not limited to, wire transfers, automated clearing house (ACH) fund transfers, ATM withdrawals using your Card, travelers’ checks, money orders and foreign currency. Purchases from a merchant that are directly convertible to cash (sometimes called “quasi-cash” transactions), such as purchases of casino gaming chips, lottery tickets, money orders, wire transfer services, travelers cheques or foreign currency, are not be permitted with your Card.

“Credit Limit” means the amount you or any Authorized User are permitted to borrow from us over time in connection with the Account. Refer to the Credit Limits section of this Agreement for additional information.

“Fees” means charges imposed on your Account not based on the Annual Percentage Rates.
“Total Bill Amount” means the total amount you owe us as of a Statement closing date.

“Bill Payment Date” means the payment due date shown on your Statement. It will be at least 21 days from the Statement closing date.

“Platform” means the website, mobile application or other software platform made available to you by Zolve pursuant to the Terms of Use [Link].

“Physical Card” means the physical Card that we may issue to you that can be used to make a transaction on your Account.

“Purchase” or “purchase” means the use of your Account or Card to buy or lease goods or services. Tax payments and any other associated fees are considered purchases. Cash advances and balance transfers are not considered purchases.

“Security Deposit Account” means the Security Deposit Account opened by you at Bank, as well as additions to, substitutions or renewals of that Security Deposit Account, which you have with Bank, that you must deposit funds into in order to use your Account. The Security Deposit Account is governed by the terms of this Agreement and the Security Agreement.

“Servicer” or “Zolve” means Zolve Innovations Inc.

“Statement” means the periodic statement we send to you in connection with your Account. Your Statement will include all transactions billed to your Account during a Billing Cycle and information about payment owed to us.

“We,” “us,” “our,” and “Bank” mean Community Federal Savings Bank, and its agents, authorized representatives, successors, and assignees.

“You” and “your” mean each and all of the persons who are granted, accept or use the Account and any person who has guaranteed payment of the Account.

2. Azpire Account Information and Contacting You. This section applies to all features of your Azpire Account (and all accounts established hereunder).

   a. Azpire Account Information. We need information about you to open and manage your Azpire Account. This includes, but is not limited to: (1) your legal name; (2) provide a valid mailing address; (3) your date of birth; (4) your Social Security number or other government identification number; (5) your telephone number(s); and/or (6) your employment and income information. You must tell us when this information changes. We may ask you for additional documents and to verify any changes to information you have provided us. Within 90 days of the Azpire Account opening, you must provide us with your valid U.S. mailing address and complete any location-based verification we may require. Failure to do so may result in suspension or termination of the Azpire Account. We may restrict or close your Azpire Account if we cannot verify your information, or if you do not provide it as requested.

   b. Contacting You. Unless we tell you otherwise, you can contact Servicer through the Zolve Platform or you can notify Servicer at hello@zolve.com. To the extent permitted by applicable
law, you authorize us and Servicer and each of our and Servicer’s affiliates, agents, contractors, and service providers and anyone to whom we may sell your Account, to contact you to service your Azpire Account or for collection purposes. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that we, our affiliates, agents, contractors, and service providers and anyone to whom we may sell your Azpire Account may: (1) contact you in any way, including mail, email, calls, and texts, including a mobile, wireless, or similar device, even if you are charged by your provider, and using automated telephone equipment or prerecorded messages; (2) contact you at any number that you have given us or any number we have for you in our records, including your cellular or other wireless device, even if that number is a wireless, cellular, or mobile number, is converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry; and (3) contact you at any email address you provide to us or any other person or company that provides any services in connection with this Agreement. We may monitor, tape or electronically record our telephone calls with you, including any calls with our customer service department, collection department and any other department. For the avoidance of doubt, you agree you will accept calls from us regarding your Azpire Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. You agree to notify us immediately if you change your email address, mailing address, or phone number.

3. Use of Your Account

You may use your Account for purchases, access cash advances and any other transactions we may permit from time to time. You authorize us to pay for all transactions made in connection with your Account. We will apply each transaction against your available credit for that category. You agree that we may rely on information provided by merchants and your applicable payment network to categorize transactions among purchases.

You may request cash advances by using your Card at eligible ATMs or by requesting we remit funds to the Linked Account via ACH:

**ATMs:** With your PIN, the Card may be used to obtain cash at any Automated Teller Machine (“ATM”) in the U.S. displaying the Mastercard acceptance marks, subject to the applicable credit limit. The Card cannot be used at ATMs outside the U.S. without prior notice and approval. ATM owner-operators may impose their own fees and lower limits on cash withdrawals. You may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed or controlled by us. This ATM fee amount will be charged to your Account.

**ACH Transfers:** You may request a cash advance from your Account through the Platform. If you request a cash advance through the Platform, you understand the cash advance will be disbursed first to your Linked Account and, as applicable, to the designated recipient. We do not accept requests made otherwise to disburse cash advances through ACH transfers. By requesting a cash advance in the form of an ACH transfer, you agree that we may link your Azpire Deposit Account opened up with Community Federal Savings Bank (“Linked Account”) to
your Account in order to receive cash advances through ACH transfer. The Linked Account will receive funds, and if it is the final recipient designated by you to receive the ACH transfers, it will post to such Linked Account pursuant to the terms governing your Linked Account; if there is a different designated recipient or account, we will then transfer the funds from the Linked Account to the designated recipient or account. You represent and warrant: (1) that you have the right to authorize any and all credits to the Linked Account; (2) the Linked Account and, if applicable, the final recipient’s account are held at a depository institution located in the U.S.; and (3) you are individually or jointly the owner of the Linked Account. You are not permitted to link your Account with a credit, debit, gift, or other type of card issued by a third party or another bank. Cash advance disbursements will be made available to you based on the fund availability policies of the institution(s) holding the Linked Account or the designated recipient, as the case may be.

You may not use cash advances to pay any amount you owe us.

You promise to use your Account only for lawful personal, family, or household purposes. You agree that you will not use your Card in any illegal transaction and are responsible for any transactions if you do. You will only use your Account for transactions that are legal where you conduct them. You understand that our services, including access to the Account, may not always be available, and that we are not liable for any losses that may result when such services are unavailable due to any reason outside of our control. We are not responsible for anyone who refuses to accept your Card. We have no responsibility for failure of any machine, merchant financial institution or any other party to honor your Card. We may decline to authorize a transaction for any reason, including, but not limited to, if we believe you may be engaging in the internet gambling business or the merchant with whom you are transacting with may be involved in such business or in any other illegal activity. We are neither responsible for any losses you may incur if we do not authorize a transaction nor are we responsible or liable if you engage in an illegal transaction. You understand that any person may deny acceptance of or refuse to accept your Card and we are not responsible for such denial or refusal.

THE CARD ACCUSES A LINE OF CREDIT AND IS NOT A DEBIT CARD.

4. Virtual Card and Physical Card

You will be issued a virtual representation of the Card (the “Virtual Card”). The Virtual Card will allow you to access your Account. You may request a new Virtual Card through the Zolve Platform. You will not receive a PIN for your Virtual Card. You will not be issued a Physical Card, subject to the terms below. Your Virtual Card will not work at ATMs. This means you will not be able to obtain cash advances from ATMs.

You may request, through the Zolve Platform, a Physical Card if, at any point, your Security Deposit Account maintains a balance of at least $50 (“Physical Card Request Condition”). We may modify the Physical Card Request Condition, including increasing the minimum balance, by providing you prior written notice. If you do not satisfy the Physical Card Request Condition, we will have no obligation to issue to you a Physical Card. In the event you have met the Physical Card Request Condition and request a Physical Card through the Zolve Platform, we will issue you a Physical Card that can be used to make transactions on your Account. However, we reserve the right to reject any request for a Physical Card including any request that we deem unreasonable or abusive. Except as set forth in the section titled Authorized User, you may not obtain a Physical Card for use by another person.
Each user is entitled to one Virtual Card or Physical Card at a time. When you activate a Physical Card, your Virtual Card will automatically deactivate and you will no longer have access to the Virtual Card. You may request Virtual Card, but by doing so, and if granted, your Physical Card will be deactivated. You can request a Virtual Card through the Zolve Platform or email Zolve at hello@zolve.com.

Card Transaction Limits
Where your Credit Limit exceeds the limits below, your Card is restricted, by transaction type, to maximum dollar limits within the timeframes below. From time to time, we may increase or decrease the limits or add additional limits to your use of the Card and Account, in our sole discretion without notice to you except as required by applicable law, for security, risk or other reasons.

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Dollar Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATM Withdrawal Limits</td>
<td>Daily $1,000</td>
</tr>
<tr>
<td></td>
<td>Monthly $3,000</td>
</tr>
<tr>
<td></td>
<td>Annually $36,000</td>
</tr>
<tr>
<td>POS Transaction Limits</td>
<td>Daily $5,000</td>
</tr>
<tr>
<td></td>
<td>Monthly $15,000</td>
</tr>
<tr>
<td></td>
<td>Annually $36,000</td>
</tr>
</tbody>
</table>

5. Digital Wallet Terms.

This subsection governs your access to, and use of your Card through a digital wallet provided by another company (such as Apple Pay, Android Pay, Amazon, PayPal, Samsung Pay, etc.) or a merchant-branded website or digital wallet where your Card information is stored for future use (each, a “Digital Wallet”). We reserve the right to restrict the use of Cards within a Digital Wallet.

A Digital Wallet may not be accepted at all places where your Card is otherwise accepted, and your Card may not be eligible for all the features and functionalities of the Digital Wallet. You understand and agree that your use of a Digital Wallet is subject to the terms and conditions set forth by the third party Digital Wallet provider or another third party supporting the Digital Wallet or Digital Wallet provider (collectively, the “Digital Wallet Provider”) with respect to the use of that Digital Wallet. Your agreement with any Digital Wallet Provider does not impact our Agreement with you. You acknowledge that we are not party to any agreement or the terms and conditions for a Digital Wallet between you and a Digital Wallet Provider or the other third parties supporting that Digital Wallet and we do not own and are not responsible for a Digital Wallet. You may only use a Digital Wallet with a compatible device, as determined by the Digital Wallet Provider (“Compatible Device”). In addition, any use of your Card in or through the Digital Wallet continues to be subject to all terms and conditions of this Agreement. We may terminate your access to or use of your Card with a Digital Wallet at any time and for any reason, including if you violate any of the terms or conditions of this Agreement.

To add your Card to a Digital Wallet, you must register your Card with that Digital Wallet by linking your Card to that Digital Wallet by following the instructions of the Digital Wallet Provider. By doing this, you agree to allow us to share your Card information with the Digital Wallet Provider. You may be required to take additional steps to authenticate yourself or the Card before your Card is added to the Digital Wallet. We may not add a Card to your Digital Wallet if we cannot authenticate the Card or if we otherwise suspect that there may be fraud associated with the Card.
Once you add a Card to a Digital Wallet on a Compatible Device, you may use the Compatible Device to make payments utilizing the Card at any merchant that accepts the Digital Wallet and Card. By selecting an added Card in the Digital Wallet and using merchant’s contactless-enabled point-of-sale terminal or reader or by using a Card for an in-app or a website purchase, you are authorizing the payment for the applicable merchant's products or services with that Card in the Digital Wallet. The Digital Wallet may display transaction history, but it does not reflect any post-authorization activities and may not match the actual transaction details that are posted to your Account.

We do not charge you any additional fees for adding your Card to a Digital Wallet or for using your Card in the Digital Wallet. However, any fees and charges that would apply when you use your Card outside the Digital Wallet will also apply when you use a Digital Wallet to make purchases with your Card or otherwise access your Card. The Digital Wallet Provider and other third parties such as wireless companies or data service providers may charge you fees. Any Virtual Card we may issue you that is linked or registered with the Digital Wallet may be, in our sole discretion, automatically updated or upgraded without notice to you.

We are not the provider of the Digital Wallet, and we are not responsible for providing the Digital Wallet service to you or for ensuring that your Card is compatible with any Digital Wallet service. Some Digital Wallets may use your palm print, fingerprint, facial map or any other biometric data to recognize you, authenticate your identity, or authorize your transactions, and you understand we do not provide any such technology or services and have no obligation regarding the security of such technology or services. By using such technology or services with a Digital Wallet to conduct any transaction, you are authorizing a transaction on your Card. We are only responsible for supplying information to the Digital Wallet provider to allow usage of your Card in the Digital Wallet as you have requested. We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Compatible Device or the Digital Wallet. In no event are we responsible for: (i) any failure of the Digital Wallet, any mobile device you use with the Digital Wallet, or the inability to use the Digital Wallet for any transaction or (ii) how the Digital Wallet Provider performs its services or any other third parties regarding any agreement you enter into with the Digital Wallet Provider or other third party. We do not control the privacy and security of any of your information that may be held by the Digital Wallet Provider. Any information held by the Digital Wallet Provider is governed by the Digital Wallet Provider’s privacy policy. If you request to add your Card to a Digital Wallet, you authorize us to collect, transmit, store, use and share information about you, your mobile device (Compatible Device), and your use of the Card in accordance with our privacy policy.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY ARE WE LIABLE FOR ANY LOSSES, CLAIMS, EXPENSES OR DAMAGES RESULTING FROM YOUR USE OF A DIGITAL WALLET, YOUR USE OF THE CARD OR VIRTUAL CARD IN CONNECTION WITH A DIGITAL WALLET, OR A MOBILE DEVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF A CARD PROVISIONED TO THE DIGITAL WALLET OF YOUR CHOICE AND THE DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK.

If you use a Digital Wallet, you should protect your Digital Wallet and your Compatible Device as you would your Card. If your Digital Wallet or Compatible Device is compromised, lost or stolen, you should also consider your Card lost or stolen and notify us immediately. If your Physical Card is lost or stolen and your Compatible Device is not lost or stolen, you may be required to add the new Physical Card to a Digital Wallet. If your Compatible Device is lost or stolen, you will need to add your Card to a Digital...
Wallet on a new Compatible Device. You are responsible for the Compatible Device, including its selection, and for all issues relating to the operation, performance and costs associated with such Compatible Device. You authorize your wireless operator and/or us to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date and device make and model, where provided in accordance with your mobile operator's or our privacy policy, to allow verification of your identity and for fraud prevention purposes.

Google Pay: This Agreement does not apply to transactions in Google products that are not initiated or effectuated through the Digital Wallet. Your use of Google Pay is also subject to the terms and conditions set forth in the Google Pay Terms of Service. We do not control or endorse the provisioning or use of Google Pay.

Apple Pay: For additional information and terms regarding the use of Apple Pay, click here. We do not control or endorse the provisioning or use of Apple Pay.

Samsung Pay: Your use of Samsung Pay is also subject to the terms and conditions set forth in the Samsung Pay Terms and Conditions. We do not control or endorse the provisioning or use of Samsung Pay Money Transfer services.

If you have any questions, disputes, or complaints about a Digital Wallet, contact the Digital Wallet Provider using the information given to you by the Digital Wallet Provider.

6. Promise to Pay.

You promise to pay us the amounts of all credit you obtain, which includes all purchases, cash advances and other transactions made using your Card or posted to your Account. You also agree to pay us all the amounts of interest charges, fees and any other transactions charged to your Account. This includes amounts where you did not sign a purchase slip or other document for the transaction. If your Account is a joint account, you and your joint account holder promise to pay and are jointly and individually responsible for all amounts due on the Account. If you let someone else use the Account, you and any joint account holder are responsible for all charges made by that person, whether or not you have notified us that the person will be using your Account and whether or not the amount of the actual use exceeds your permission. To the extent permitted by applicable law, you agree to pay all costs and disbursements, including reasonable attorney fees, incurred by us in legal proceedings to collect or enforce your indebtedness and/or the terms of this Agreement. We may limit or close your Account, but the terms of this Agreement will apply until you pay the Account in full.

7. Authorizations

We do not guarantee approval of transactions. We reserve the right to deny transactions for any reason, such as account default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the transaction. We also may limit the number of authorizations we allow during a period of time. When you use your Card or Account to initiate a transaction at certain merchant locations, such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the available funds in the Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to you for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take several days for the hold to be
removed. During that period, you will not have access to the funds subject to the hold. Please be advised that you may experience difficulties using a Card at unattended vending machines, kiosks, and gas station pumps. If a Card is declined at a “pay at the pump” gas station even though you have sufficient funds available, you should pay for the purchase inside with the cashier. If you give your Card information to a merchant to bill your Account for recurring payments, or to keep it on file for future purchases or payments, and your Card number, expiration date, or security code changes, you should notify the merchant with your new Card information.

8. Disputed Transactions

You must inspect each Statement you receive and must immediately contact us about any errors or questions you have, as described in “Billing Rights” below. If you do not notify us of an error, we will assume that all information on the Statement is correct. If we credit your Account for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction, and will also: (1) give us any information about the disputed transaction, if we ask; (2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and (3) help us get reimbursement from others.

9. Credit Limits

We will assign a Credit Limit to your Account. Your total Credit Limit will equal the amount you have in your Security Deposit Account and will vary based on your Security Deposit Account balance. You understand and authorize us to reduce your total Credit Limit to equal the available balance in your Security Deposit Account from time to time. You also understand and agree that we may increase your total Credit Limit to equal the available balance in your Security Deposit Account but are under no obligation to do so. You may never spend more than the amount you have in your Security Deposit Account with your Card or Account. The Account balance may never exceed the available balance in the Security Deposit Account. If you or any Authorized User make a transaction that causes your Account balance to exceed the available balance in the Security Deposit Account, you agree to immediately make a payment on your Account or make a deposit to your Security Deposit Account such that you no longer exceed your available balance in the Security Deposit Account.

We may also give you different Credit Limits for the different portions of your Account. For example, you may have one Credit Limit for purchases and a different one for cash advances. You are responsible for keeping track of your balances and your available credit for each transaction type (e.g., purchases, cash advances, etc.). We will not disclose your non-revolving Credit Limit (i.e., the amount of credit we may provide you, in our sole discretion, over your Credit Limit); rather, we will evaluate each charge that causes your Account balance to exceed your revolving Credit Limit based on a variety of factors, including your Account spending and history, your experience with us and other creditors and information we obtain from credit bureaus or other third parties. Subject to applicable law, we may refuse to authorize or accept any transaction on your Account or Card at any time as described in this Agreement. We may also from time to time and in our sole discretion change your Credit Limit; reduce your Credit Limit to $0 and close your Account; limit the number or amount of transactions on your Account based on an evaluation of various factors, including the available balance in the Security Deposit Account; or refuse or limit your access to your non-revolving Credit Limit. You agree not to exceed your Credit Limit unless authorized by us. We can require that you immediately pay to us any amount in excess of your Credit Limit. You are liable for the entire outstanding balance on your Account, even if it exceeds your Credit Limit.
Limit. Our general practice is to decline any transaction that would cause you to exceed any applicable Credit Limit or if the aggregate amount of outstanding transactions plus any requested transaction is greater than the available balance in the Security Deposit Account. Even if we have permitted you to exceed your Credit Limit before, we are not required to do it in the future. We may determine the amount of available balance in your Security Deposit Account, Account balance, and outstanding transactions for the purpose of deciding whether a transaction will cause you to exceed a credit limit, and at any time between the time you authorize the transaction and when we decline the transaction or send a notice of the declined transaction. If we honor your request for a transaction that will cause you to exceed your Credit Limit (without increasing your total Credit Limit), all the provisions of this Agreement will apply to that excess, you will be charged finance charges on the excess, and you must pay the entire excess to us on demand. Although we may post payments as of the date we receive them, your Credit Limit may not be restored until we receive your payment and such payment is not subject to reversal. We may delay the change in your Credit Limit until we confirm that your payment has cleared. This may happen even if we credit your payment.

You can use the Zolve Platform or contact customer service to view your Account balance, Credit Limit, and available balance in your Security Deposit Account at any time. While we do our best to provide the most up-to-date information about your Account, there may be some delay in reflecting new transactions, and we cannot guarantee the accuracy of this information in the Platform. You are responsible for keeping track of your Account balance, Credit Limit, and available balance in your Security Deposit Account.

If you permit an Authorized User to access your Account, the Authorized User will not be provided his or her own Credit Limit and instead will access the Credit Limit we make available to you.

10. Foreign Transactions

A foreign transaction is any transaction (1) made in a foreign currency, or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign transactions include, for example, online transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. If you make a foreign transaction, we will assess the foreign transaction fee (see pricing information). If a transaction is made in a foreign currency, the transaction will be converted by Mastercard into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

11. Interest and Fees

Interest Charges. When applicable, interest accrues daily and compounds daily on new transactions, and balances remaining from previous Billing Cycles. Interest charges will continue to accrue on every unpaid amount until it is paid in full, and interest charges accrue even though you have paid the full amount of any Total Bill Amount because we include any accrued but unpaid interest in the calculation of each balance subject to interest rate. This means you may owe interest charges even if you pay the entire Total Bill Amount one month, but did not do so for the previous month. Unpaid interest charges are added to the applicable transaction type (e.g., purchase, cash advances) of your Account. However, we reserve the right to not assess finance charges at any time. We will not charge you any interest on purchases or cash advances if you always pay your entire Total Bill Amount by the Bill Payment Date. We will begin accruing interest on balance transfers and cash advances on the transaction date.
Calculating Interest Charges: We impose interest on your Account using the average daily balance method (including new transactions). To calculate interest we first calculate a separate daily balance for each transaction type (e.g., purchases, cash advances). To calculate the daily balance, we start with the balance at the end of the previous day, which includes any unpaid interest charges on that balance (known as compounding of interest). We add any new transactions, interest, or fees and subtract any new credits or payments allocated to that balance, and make other adjustments. We treat a daily balance less than zero as a zero balance. For each balance for each transaction type, we add up all the daily balances and divide by the number of days in the Billing Cycle. This gives us the “average daily balance” for the balance for the transaction type. To calculate the total interest for each balance type, we then multiply the average daily balance by its daily periodic rate and the number of days in the Billing Cycle. The daily periodic rate equals the APR divided by 365 (366 if a leap year). You authorize us to round interest charges to the nearest cent. We may use mathematical formulas that produce equivalent results to calculate the balance subject to interest charges and related amounts. The total interest charge for a Billing Cycle is the sum of the interest charges for purchases and cash advances. To compute the periodic rate portion of interest charges for your current Billing Cycle, we multiply the average daily balance of each type of your transactions in the current Billing Cycle by the applicable daily periodic rates for that cycle.

We add transactions and fees to your daily balance no earlier than the date of the transaction; however, fees may be added on the date of a related transaction, the date they are posted to your Account, or the last day of the Billing Cycle, whichever we may choose.

Fees. The following fees apply to your Account. The application and payment of a fee will not correct the situation which caused the fee to be charged.

- Foreign Currency Conversion Fee/Foreign Transaction Fee. If you make a transaction in a foreign currency, Mastercard will convert it into a U.S. dollar amount. We do not charge any foreign transaction fees. All foreign transaction fees assessed by Mastercard or any other third-party will be posted to your Account.

- Late Fee. None

- Returned Payment Fee. Up to $40

- Returned Check: Not Applicable

- Cash Advance Fee. None

- Balance Transfer Fee. Not Applicable

- Over-the-Credit-Limit Fee: Not Applicable

ATM Withdrawal Fee (in-network): $0. We do not charge this fee. “In-network” refers to MoneyPass ATMs.

ATM Withdrawal Fee (out-of-network): $2.50 per transaction. “Out-of-network” refers to all the ATMs outside of the MoneyPass ATMs. If you use an ATM for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a
withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by us.

Additional fees may be charged if agreed between you and us.

12. Statement

We will generally send or make available to you one Statement for your Account at the end of each Billing Cycle. However, under certain circumstances, the law may not require us to send or make available to you a Statement, or may prohibit us from doing so. We send only one Statement for all Cards with your Account number. If there are two or more of you, you agree that all Statements and notices regarding the Account may be sent solely to the email shown on our billing records. The Statement will show the total amount that you owe us at the end of the current billing period, including any interest charges, fees, debt cancellation (if applicable), the payment due (Total Bill Amount), and the Bill Payment Date (which date is at least 21 days from the monthly statement closing date). Each Statement covers a Billing Cycle. Please review each Statement carefully. You must notify us promptly of any change in your name, residence or billing address by emailing us at hello@zolve.com or contacting us through the Zolve Platform. Preservation of your rights under federal law regarding resolution of billing errors depends upon your timely recognition of potential errors, as explained below. We will not send your Account Statement if (a) we deem your Account uncollectible, (b) delinquency collection proceedings have been instituted, or (c) for any other reason permitted by applicable law. The “closing date” is the last day of the Billing Cycle. All transactions received after the closing date will appear on your next Statement.

13. Payment on Your Account

Your Card allows you to pay your Account balance in full each month. You must repay the full amount you owe as shown on your Statement each month by the Bill Payment Date. We’ll treat any credits or refunds to your Account as payments made by you. In addition, you may pay any part or all of the total balance of your Account at any time without incurring any prepayment charge. You may pay without penalty any portion of the entire Total Bill Amount before the Bill Payment Date. You understand that by making a prepayment, the total amount you owe us will be reduced. If you overpay or if there is a credit balance on your Account, we will not pay interest on such amounts. We will continue to charge finance charges as set forth in this Agreement during Billing Cycles when you carry a balance.

Returns and other credits to your Account will reduce your Account balance. Payments must conform to the requirements set out on that monthly Statement, and these requirements may vary without prior notice. You may pay the entire amount you owe us at any time. We reserve the right to reject any payment if your Account has a credit balance as of the day we receive that payment. If your Account is past due, is part of a bankruptcy proceeding or is otherwise charged off, the total balance is immediately due and payable.

14. Payment Application and Instructions

When you make a payment, generally, we first apply your payment to the Total Bill Amount on your monthly statement starting with cash advances posted during the applicable Billing Cycle. Any payment above your Total Bill Amount would generally then be applied to the then balance on your Account. If you do not pay your Total Bill Amount, as shown on your Statement, in full each month, you may not be able to avoid interest charges on new purchases or cash advances. We apply payments to balances as they
appear on your monthly statement before being applied to new transactions. An example of a new transaction is a recent purchase you made that has not yet been included in the Total Bill Amount as shown on your Statement.

All payments must be made in U.S. dollars drawn on funds on deposit in the United States. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Payments on your Account should be through the Zolve app or through your externally connected account via ACH or through your Security Deposit Account as a one-time payment or by setting up automatic payments.

One-Time Payment: You or an Authorized User may use the Platform to authorize us to make a one-time transfer to us from your Security Deposit Account or ACH transfers from any other linked account on or before each Bill Payment Date. You and the Authorized User also authorize us to debit or credit your selected payment method to correct any errors, process returned and reversed payments, and similar issues, to the extent permitted by law.

Automatic Payments: When you sign up, or by using the Platform, you or an Authorized User may elect to make payments for your respective Account using preauthorized automatic payments (“Automatic Payments”). Upon selecting Automatic Payments, you or your Authorized User authorize us to make recurring debits from your Security Deposit Accounts or ACH transfers from any other linked account, on each Bill Payment Date, in the amount of the payment due (or another amount you select), as set forth on each Statement. You and the Authorized User also authorize us to debit or credit your selected payment method as needed to correct any errors, process returned and reversed payments, and similar issues, to the extent permitted by law. Please see the Automatic Payment Agreement for your Azpire Credit Card for additional information.

If you have elected to make payments from the Security Deposit Account associated with your Card, your Security Deposit Account balance will be reduced by the amount of your payment, and your Credit Limit will not increase and will instead be set at an amount equal to the then available balance in your Security Deposit Account.

You agree not to mail us cash. You agree that we may accept any such payment, late payments, partial payments, and payments marked “paid in full”, “without recourse”, or otherwise restrictively endorsed without waiving our right to payment in full of your entire Account balance. We may make services available that allow you to make faster or recurring payments online or by telephone. We will describe the terms for using these services before you use them. You do not have to use these other payment services. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account. We may resubmit and collect returned payments electronically. If necessary, we may adjust your Account to correct errors, process returned and reversed payments, and handle similar issues. We may reject and return any payment that creates or adds to a credit balance on your Account. We may without notice restrict the availability of any credit balance in our sole and absolute discretion. We may reduce the amount of any credit balance by any new charges. You may email to hello@zolve.com or call the number on the back of your Card to request a refund of any available credit balance.
You agree that we may deduct funds from your Security Deposit Account at any time in the event you fail to pay your Total Bill Amount on the Bill Payment Date. Generally, we will deduct funds from your Security Deposit Account immediately after the Bill Payment Date.

15. Authorized Users. This section applies to all features of your Azpire Account (and all accounts established hereunder).

You are responsible for all authorized transactions initiated and fees incurred by use of the Card, subject to applicable law. You may request that we issue a Card to any eligible person (“Authorized User”). We will request certain information about them at the time of request. An eligible person is any person, at least 13 years or older, that is a parent, guardian, family member or other adult you trust to view, access or manage your family finances. All eligible persons must reside at the same address. We must approve any Authorized User and reserve the right to limit the number of Authorized Users.

The Authorized User, if approved by us, will have access to your Azpire Account and information about your Azpire Account and users of the Azpire Account. You will be responsible for their use of the Azpire Account and anyone else they allow to use your Azpire Account, even if you did not want, or agree to, that use. We may send account materials (Cards, Statements and notices) to any liable party, and that person will be responsible for delivering those materials to Authorized Users. Notice to any of you will be considered notice to all of you. By requesting a Card for an Authorized User, you authorize the Authorized User to use your Azpire Account to the same extent you can, including but not limited to making any purchases and requesting cash advances, and allowing others to use your Azpire Account.

Without limiting the foregoing, if you permit another person to have access to the Card or Azpire Account, this will be treated as if you authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms of this Agreement, subject to applicable law and any billing or error resolution rights you may have under this Agreement. For the avoidance of doubt, you must pay us for all charges made by any person who you grant access to your Card or Azpire Account, including charges for which you may not have intended to be responsible. In addition, you must pay us all fees that may become due under the terms of this Agreement in connection with such charges or any actions or omissions of any person who you grant access to your Card or Azpire Account.

If you want to remove an Authorized User from your Azpire Account, you must authorize and request the removal of the Authorized User through the Zolve Platform. You also must immediately destroy all Cards in the possession of the Authorized User and cancel any arrangements they may have set up on your Azpire Account. The Authorized User will be able to use your Azpire Account until you have notified us that you are removing the Authorized User from your Account. During this time, you will still be responsible for all amounts the Authorized User charges to your Azpire Account. You will be responsible even if these amounts do not appear on your Azpire Account until later.

An Authorized User may remove himself or herself from your Azpire Account upon request through the Zolve Platform. We reserve the right to remove any Authorized User from your Account for any reason. To remove them from your Azpire Account, we may close your existing Azpire Account and issue a new Card with a new Azpire Account number.

16. Credit Reports
We may report your performance under this Agreement to credit reporting agencies, including your failure to make payments on time. If you add other Authorized Users or request additional Cards on your Account for others, you understand that we may report Account information in your name. If you wish to know the names of the agencies we have contacted, email us at hello@zolve.com. We may also respond to inquiries about our credit experiences with you as permitted 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 obligation. If you believe that we have reported inaccurate information about your Account to a credit bureau or other consumer reporting agency, notify us in email to hello@zolve.com or through the Zolve Platform. When you write, tell us the specific information you believe is incorrect and why you believe it is incorrect. We may obtain and use credit, income and other information about you from credit bureaus and others as permitted by applicable law. You authorize the Bank to investigate your credit standing when opening or reviewing your Account. You authorize the Bank to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing. We may also obtain follow-up credit reports on you (for example, when we review your Account for a credit line increase). You agree to provide us with current financial information and updated application information in such form and at such times as we may request. We may contact any source we deem necessary in investigating your credit worthiness in connection with your application and later in connection with reviewing, renewing, and/or taking collection action on your Account.

17. Rewards

The Account may provide you with the opportunity to earn rewards. If it does, Zolve will provide you such information and terms related to your rewards separately and you must agree to such terms prior to enrolling in any rewards program. Community Federal Savings Bank is not a party to such rewards program(s).

18. Account Default; Suspension and Termination; Legal Actions; Collections Cost. This section applies to all features of your Azpire Account (and all accounts established hereunder).

a. Account Default. If you are in default, we can charge you fees and interest charges as set forth herein, continue to charge such fees and interest charges, lower your Credit Limit, file a lawsuit against you or pursue another action not prohibited by law, declare the entire balance of your Account due and payable at once without notice or demand, suspend, restrict or cancel your Card and Account, exercise any rights we have against your Security Deposit Account, including debiting all amounts due to us from the Security Deposit Account and/or terminate this Agreement without liability. You are in default if: (1) you fail to make a required payment when due or before the payment due date; (2) we determine you made a false or misleading statement to us, or otherwise attempted to defraud us; (3) if you die; (4) are subject to a bankruptcy or insolvency proceeding; (5) any payment you make is rejected, not paid or cannot be processed; (6) you exceed your Credit Limit; (7) you permanently reside outside of the U.S.; or (8) you fail to comply with any term of this Agreement. After your default or your death, and subject to the limitations of applicable law, we may at our option: (a) close your Account and declare the entire unpaid balance on your Account immediately due and payable, (b) require you to surrender the products purchased with any outstanding loans from your Account, and/or (c) exercise all other rights and remedies available to us under applicable law. In the event of your default, and subject to any limitations or requirements of applicable law, you agree to pay all costs, including reasonable attorney's
fees, incurred by us (i) in collecting all amounts due on your Account, whether or not suit is brought against you, and (ii) in protecting ourselves from any harm that we may suffer as a result of your default.

b. Suspension and Termination. We may, at any time and for any reason, suspend or close your Account or otherwise terminate your right to use your Account. You may close your Azpire Account at any time by notifying us in email to hello@zolve.com or contact us through the Zolve Platform. However, we are not required to close your Azpire Account at your request if you have pending transactions, your Security Deposit Account is overdrawn, your Security Deposit Account balance is securing an outstanding Card balance, or your Security Deposit Account is subject to legal process (such as a garnishment, attachment, execution, levy or similar order) or fraud investigation. In those cases, we will restrict your Azpire Account against all future withdrawals and other transactions, other than under legal process, until pending transactions are paid or returned, the balance on your Security Deposit Account is no longer negative, there is no outstanding Card balance on any of your Card(s), all investigations have been successfully completed to our satisfaction with no adverse findings, and any legal restriction on your Azpire Account has been released. Your obligations under this Agreement continue even after the Azpire Account is closed. You must destroy all Cards or other credit devices related to the Azpire Account when any Azpire Account is closed. When your Azpire Account is closed, you must contact anyone authorized to charge transactions to your Azpire Account, such as any subscription services. These transactions may continue to be charged to your Account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your Azpire Account after you have requested to close the Azpire Account, we may allow the transaction to be charged to your Azpire Account.

We may restrict your Azpire Account in preparation for closing. As we do so, we will not pay any interest on your Security Deposit Account, if your Security Deposit Account is an interest-bearing account, and we may limit deposits to, or withdrawals from, your Security Deposit Account. We may prohibit further transactions on your Card(s). When you close your Azpire Account, you are responsible for leaving enough money in your Security Deposit Account to cover any outstanding balance on your Card. We may send you written notice that we have closed your Azpire Account. We will return the available balance in your Azpire Deposit Account.

We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your Security Deposit Account, or we may remove funds from your Security Deposit Account to hold them pending investigation, including in one or more of the following circumstances: (i) you maintain your Security Deposit Account at zero balance for at least 180 days; (ii) you reside in or relocate outside of the U.S. or any U.S. territory where we offer the Azpire Account; (iii) you attempt to use your Azpire Account for business purposes; (iv) your Azpire Account is involved in any legal or administrative proceeding; (v) we receive conflicting information or instructions regarding Azpire Account ownership, control or activity; (vi) we suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s); (vii) we suspect that any transaction may involve illegal activity, including violations of anti-money laundering laws and regulations, or may be fraudulent; (viii) we are complying in our sole judgment with any federal, state or local
law, rule or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or (ix) we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

c. Legal Actions. If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Azpire Account (“Legal Action”), we will comply with that Legal Action. Or, in our discretion, we may freeze the assets in your Security Deposit Account and not allow any payments out of your Security Deposit Account, or use of the Card(s) for obligations secured by your Security Deposit Account, until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of your funds in your Security Deposit Account. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Security Deposit Account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including attorneys' fees and our internal expenses) may be charged against your Azpire Account.

d. Collections Cost. You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your Azpire Account. This includes you and any Authorized User(s); or a third party claiming an interest in your Azpire Account. This also includes any action that you or a third party takes regarding the Azpire Account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your Security Deposit Account balance when they are incurred, without notice to you.

19. Security; Lost or Stolen Card; and Unauthorized Use. This section applies to all features of your Azpire Account (and all accounts established hereunder).

You must take reasonable steps to prevent the unauthorized use of your Card and Azpire Account. We may give you a Personal Identification Number (“PIN”) and may require you provide the PIN prior to using your Card. Keep your PIN secure and do not write it down or give it to anyone. We reserve the right to request you take specific steps to limit access to or prevent unauthorized use of your Card and/or Azpire Account. For security reasons, you must, upon receipt of the Card, comply with any card activation procedures as may be prescribed by us. If a Card is lost or stolen or if you believe someone else may be using your Card or Azpire Account without your permission or otherwise knows your PIN, you must tell us at once. You must email to hello@zolve.com or contact us through the Zolve Platform. See the Electronic Fund Disclosures section of the Security Deposit Account Supplemental Terms for information about your rights and responsibility in the event of unauthorized use of your Security Deposit Account.

20. No Warranty Regarding Merchant Goods or Services.

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card beyond your rights described in the Billing Rights below.

21. Selling Your Azpire Account and Sharing Information. This section applies to all features of your Azpire Account (and all accounts established hereunder).
We may at any time, and without notice to you, sell, assign or transfer, in whole or in part, your Azpire Account, any amounts due on your Azpire Account or this Agreement, or rights or obligations under your Azpire Account or this Agreement to any person or entity, including our Servicer. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred, and shall have the right to, without notice to you, sell, assign or transfer your Azpire Account, any amounts due on your Azpire Account, this Agreement, or rights or obligations under your Azpire Account or this Agreement to any other person or entity. Without limiting the generality of the foregoing, you acknowledge and agree that, in the event servicer acquires, purchases or receives your Azpire Account, any amounts due on your Azpire Account, this Agreement, or rights or obligations under your Azpire Account or this Agreement, Servicer may sell, transfer or assign such Azpire Account, amounts due on your Azpire Account, this Agreement, or rights or obligations under your Azpire Account or this Agreement to any third party, including its affiliates. We will also share with any prospective purchaser of this Agreement, Azpire Account, any amounts due on your Azpire Account or our rights or obligations under your Azpire Account or this Agreement all personal information you may provide us or that we collect in connection with the Card or Azpire Account. You authorize us to share such information about you or your Azpire Account with our affiliates and others. You may have the right to opt out of some information sharing. For more details, please refer to our Privacy Notice and Zolve’s Privacy Policy.

22. Change in Terms. This section applies to all features of your Azpire Account (and all accounts established hereunder).

We reserve the right to amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement. We will provide notice only to the extent required by applicable federal law or the laws of New York that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. If you use your Card after the effective date of any change, you will be considered to have agreed to the new terms even if you have sent us such written notice. We may replace your Card with another card at any time, and such replacement will be the Card.

23. Servicer. This section applies to all features of your Azpire Account (and all accounts established hereunder).

The Servicer services parts of your Card and Azpire Account, including, but not limited to, Azpire Account and/or Card management through Servicer’s website or mobile application and customer service relating to any rewards offered in connection with your Card or Azpire Account. In this capacity, Servicer may act on our behalf, perform our obligations or enforce our rights under this Agreement. You understand and acknowledge that we may share with Servicer any information you provide to us in connection with your Azpire Account or Card or any information we collect in connection with your Azpire Account or Card in order for Servicer to provide you with products and/or services in connection with your Azpire Account and/or Card.

24. Arbitration. This section applies to all features of your Azpire Account (and all accounts established hereunder).
This Arbitration provision does not apply to you if, as of the date of this Agreement, you are a member of the Armed Forces or a dependent of such member entitled to protection under the Federal Military Lending Act. Subject to the preceding sentence, the following Arbitration provisions will apply:

a. General. Either you or we may elect to arbitrate or require the other party to arbitrate any Claim (as defined below) under the following terms and conditions. If you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) participate in a class action in court or in arbitration, either as a class representative or a class member; (3) act as a private attorney general in court or in arbitration; or (4) join or consolidate your Claim(s) with claims of any other person. The right to appeal and the right to discovery are more limited in arbitration than in court. Other rights that you would have if you went to court may also not be available in arbitration.

b. Definitions: The following definitions apply to this Arbitration provision, even if terms defined in this Arbitration provision are defined differently elsewhere in this Agreement: (1) “We,” “us” and “our” mean Community Federal Savings Bank or any subsequent holder of this Agreement. Also, these terms include the parents, subsidiaries, affiliates and successors of such company, as well as the officers, directors, agents and employees of any of the foregoing. These terms also include any party named as a co-defendant with us in a Claim asserted by you, such as marketing companies, credit bureaus, credit insurance companies, credit card or loan servicers and debt collectors; (2) “You,” “your” and “yours” include each and every cardholder, you and/or Authorized User; (3) “Administrator” means 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; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party initiating an arbitration selects the Administrator. Notwithstanding any language in this Arbitration provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that would purport to override subsection below, captioned “No Class Actions” (the “Class Action Waiver”); (4) “Claim” means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or the Azpire Account, including disputes arising from actions or omissions prior to the date of this Agreement. “Claim” has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, it does not include disputes about the validity, enforceability, coverage or scope of this Arbitration provision or any part thereof (including, without limitation, the Class Action Waiver, the final sentence in subsection below under the caption “Survival, Severability, Primacy” and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide. Claim does not include: (i) any individual action brought by you or us in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court; (ii) the exercising of any self-help rights by you or us; or (iii) any individual action in court by one party that is limited to preventing the other
party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation will not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Arbitration provision.

c. Starting or Demanding Arbitration: To start an arbitration, the party asserting the Claim (the “Claimant”) must commence the arbitration in accordance with the Administrator's rules. To require arbitration of a Claim, the party defending the Claim (the “Defending Party”) must give the Claimant a written demand for arbitration. This demand may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If an arbitration is commenced or an arbitration demand is given, the Claim shall be resolved by arbitration under this Arbitration provision and the applicable rules of the Administrator then in effect.

d. No Class Actions: Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) participate in a class action in court or in arbitration, either as a class representative, class member or otherwise; (2) act as a private attorney general in court or in arbitration; or (3) join or consolidate Claims by or against you with claims by or against any other person, and the arbitrator shall have no authority to conduct any such class, private attorney general or multiple-party proceeding.

e. Location and Costs: Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot obtain a waiver of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, we will consider in good faith any request by you for us to bear such fees. We will pay for our own attorneys, experts and witnesses and will pay the reasonable fees and charges of your attorneys, experts and witnesses if and to the extent you prevail in the arbitration. Even if you do not win the arbitration, we will pay any of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, and the fees and charges of your attorneys, experts and witnesses, if and to the extent we are required to pay such fees and charges by law or the Administrator's rules or in order to make this Arbitration provision enforceable.

f. Arbitrator Selection and Discovery: The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, unless the parties agree otherwise, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. In addition to the parties’ rights under the Administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

g. Effect of Arbitration Award: Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”); and (2) Claims involving more than $50,000. If permitted by the Administrator's rules, for Claims involving more than $50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider anew any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. The
costs of any appeal will be borne in accordance with subsection above, captioned “Location and Costs.”

h. Governing Law: This Agreement governs transactions involving interstate commerce and accordingly this Arbitration provision shall be governed by the FAA and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys’ fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration provision and the Administrator's rules.

i. Survival, Severability, Primacy: This Arbitration provision shall survive the termination of this Agreement, your fulfillment or default of your obligations under this Agreement and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Arbitration provision and the Administrator's rules or other provisions of this Agreement, this Arbitration provision will govern. If any portion of this Arbitration provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made with respect to any Claim that the Class Action Waiver is unenforceable, only this sentence of the Arbitration provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

j. Amendment: Notwithstanding any provision of this Agreement to the contrary, we will not amend this Arbitration provision in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration provision in its entirety.

k. Notice and Cure: Prior to initiating a lawsuit or arbitration regarding a Claim, the Claimant shall give the Defending Party written notice of the Claim (a “Claim Notice”) and a reasonable opportunity, not less than 30 days, to resolve the Claim on an individual basis. Any Claim Notice to you shall be sent in writing by mail to the address for you maintained in our records or by electronic mail to the email address for you maintained in our records. Any collection letter we send to this email or address shall be deemed to be a Claim Notice. Any Claim Notice to us shall be sent to us by email at hello@zolve.com or notify us through the Zolve Platform. Any Claim Notice you send must provide your Account Number and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests. Upon receipt of a Claim Notice, we will credit your Azpire Account for the standard cost of a certified letter.

l. Special Payment: If (1) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with subsection captioned "Notice and Cure" (including the
(2) we refuse to provide you with the relief you request; and (3) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least $500 in addition to the attorney, witness and expert fees and costs to which you are entitled.

25. Governing Law. This section applies to all features of your Azpire Account (and all accounts established hereunder).

This Agreement is governed by and construed in accordance with the laws of the United States. To the extent state law applies to this Agreement, this Agreement will be governed by the laws of the state of New York. This Agreement is not valid until accepted by us in New York, and any credit extended to you is extended in and from New York, regardless of where you reside or use your Azpire Account. You agree that if a dispute arises and you file suit against us, services of process on the Bank may be made only at our main office in New York.

26. Waiver; Entire Agreement; Severability; and Headings and Rules of Construction. This section applies to all features of your Azpire Account (and all accounts established hereunder).

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. Without limiting the generality of this section, we may waive finance charges or fees that we may charge you without notifying you and without losing our right to charge them in the future. This Agreement is the final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. If any of the provisions of this Agreement are held to be unenforceable or invalid for any reason, the remaining provisions hereof shall nevertheless remain enforceable, and shall be interpreted in such a manner to preserve the enforceability of this Agreement to the maximum extent permitted by applicable law. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular.

27. Power of Attorney and Death or Incompetence. This section applies to all features of your Azpire Account (and all accounts established hereunder).

a. Power of Attorney. A power of attorney is a document you sign that authorizes someone else, called the agent, to act on your behalf. If you sign a power of attorney, the agent can sign on your behalf and do anything you could do regarding your Azpire Account, including withdrawing or spending all of the money in your Security Deposit Account. Do not sign a power of attorney unless you trust the agent to act in your best interest. If you choose to add an agent, you must provide a power of attorney form that we agree to accept. We may rely on a copy of an original power of attorney. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether your signature on the power of attorney is authentic or whether the agent continues to have authority. We may follow or refuse to follow the agent's instructions at any time, including if we suspect fraud or abuse on your Azpire Account, unless applicable law requires otherwise. We may also refuse an agent's request to become a joint owner or a beneficiary of a Azpire Account, but we have no liability to anyone if we do so. We have no liability when we follow or refuse to follow any
instructions from an agent, for example, if your agent misuses the authority you have given them.

b. Death or Incompetence. You agree to notify us promptly if any person with a right to use your Azpire Account dies or is adjudicated incompetent. We may continue to honor your transactions and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify transactions made on or before the date of death or adjudication of incompetence for up to 10 days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the Azpire Account.

28. Limitation of Liability and Indemnification. This section applies to all features of your Azpire Account (and all accounts established hereunder).

a. Limitation of Liability. You agree that we, our service providers, agents, officers, directors, and employees (and the same of our service providers, subsidiaries and affiliates themselves) (collectively, the “Indemnified Parties”) will not be liable for anything we do when following your instructions, including the instructions of any Authorized User. In addition, the Indemnified Parties will not be liable if any such Indemnified Party does not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. To the extent you are entitled to relief under this Agreement, the total liability of the Indemnified Parties to you will not exceed $500, except as otherwise required by applicable law. THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM. This section will survive termination of your Azpire Account and termination of this Agreement.

b. Indemnification. You agree to indemnify and hold the Indemnified Parties harmless from and against losses arising in connection with the services provided under this Agreement, except for losses arising out of our own gross negligence or willful misconduct. You further agree to hold the Indemnified Parties harmless from losses arising out of actions taken or omitted in good faith by any Indemnified Party in reliance upon instructions from you. The Indemnified Parties are not responsible for any actions or omissions by any third party. If you give us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions and we will not be liable to you if we refuse to follow your instructions. If we do choose to follow your instructions, we may ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us. This section will survive termination of your Azpire Account and termination of this Agreement.

29. State Notices
All Accounts, including California and Utah Residents: 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. California Residents: The applicant, if married, may apply for a separate account. After credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor and each applicant may be liable for all amounts of credit extended under this account to each joint applicant. Wisconsin Residents: Your signature confirms that this loan obligation 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 a creditor’s interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision. New York, Rhode Island and Vermont Residents: We may obtain at any time your credit reports, for any legitimate purpose associated with the Account or the application or request for an Account, including but not limited to reviewing, modifying, renewing and collecting on your Account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees and grace periods. New York State Department of Financial Services - (800) 342-3736 or https://www.dfs.ny.gov/. Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.
Billing Rights

YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE: This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act and applies to all credit card accounts.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT: If you think your Statement is wrong, there is an error on your Statement or if you need more information about a transaction on your Statement, email us at hello@zolve.com with the Subject “Credit Card Dispute”

Write to us a soon as possible. We must hear from you no later than sixty (60) days after we sent you the first Statement on which the error or problem appeared.

In your email, give us the following information:

- Account Information. Your name and Account number.
- Dollar Amount. The dollar amount of the suspected error.
- Description of Problem. Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, you must contact us at least three (3) Business Days before the automatic payment is scheduled to occur.

You may notify us of any potential errors in email or by calling us. You may still be required to pay the amount(s) in question if we determine the transaction is not an error. If you believe fraud has occurred on your account, please call us as soon as possible at (844) 333-3071.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE: When we receive your letter, we must do two things:

- Within 30 days of receiving your email, we must tell you that we received your email. We will also tell you if we have already corrected the error; and
- Within 90 days of receiving your email, we must either correct the error or explain to you why we believe the Statement 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; and
- We can apply any unpaid amount against your credit limit.
- You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your balance that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay the amount in question, along with applicable finance charges and fees. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent.

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 these rules, we cannot collect the first $50.00 of the questioned amount, even if your bill was correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CARD PURCHASE: If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- 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. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.
- You must have used your Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your Account do not qualify.
- 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, email us at hello@zolve.com with the Subject “Credit Card Dispute”

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.
Security Deposit Account Supplemental Terms

This Security Deposit Account Supplemental Terms, along with the Security Agreement, attached disclosures, and any other documents we give you pertaining to your non-interest-bearing Security Deposit Account, govern the Security Deposit Account and your use of our services described herein. This Security Deposit Account Supplemental Terms is hereby incorporated by reference into the Agreement. All capitalized terms used in this Security Deposit Account Supplemental Terms and not otherwise defined herein shall have the meanings ascribed to those terms in the Azpire Credit Card Agreement.

I. Limited Security Deposit Account Access

Your Security Deposit Account is only accessible through the Platform. You may only make deposits in your Security Deposit Account to secure amounts due and owing to us in connection with the Card and you may not make any withdrawals, except to pay amounts owed under this Agreement. You will not be able to make withdrawals or deposits on your Security Deposit Account at branch locations, by telephone, at the point of sale, or at ATMs. **Your Card will not be used to debit your Security Deposit Account.**

Subject to applicable law, you also agree to be liable for any negative Security Deposit Account balance and Security Deposit Account shortage resulting from charges or overdrafts, whether caused by you or another with access to this Security Deposit Account. This liability is due immediately, and can be deducted directly from the Security Deposit Account balance whenever sufficient funds are available. Subject to applicable law, you have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your Security Deposit Account. This also includes any action that you or a third party takes regarding the Security Deposit Account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your Security Deposit Account when they are incurred, without notice to you.

The Security Deposit Account is only available electronically and for paperless customers. As such, you must, and do, agree to the Electronic Signature and Communication Disclosure [Link], which allows us to transact and communicate with you electronically and accept communications electronically.

The Security Deposit Account may only be owned in the name of one person who may make deposits and transfer or withdraw funds. The owner of a Security Deposit Account has the power to perform all the transactions available to the Security Deposit Account. The Security Deposit Account cannot be owned or titled as a joint Security Deposit Account, trust Security Deposit Account, a Uniform Transfers to Minors (UTMA) Security Deposit Account, or a Payable On Death (POD) Security Deposit Account. You cannot give a security interest or pledge your Security Deposit Account to someone other than us without first getting our express written consent, which we may withhold for any or no reason. You may not transfer or assign the Security Deposit Account to any other person without our prior express written consent.

II. Rules of the Security Deposit Account.

a. You must not use your Security Deposit Account for any illegal purposes, to conduct transactions in order to hide or disguise funds or assets derived from illegal activities, or,
regardless of whether it is legal or illegal, for internet gambling. This prohibition includes any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You are responsible for determining the legality of each of your transactions in all applicable jurisdictions before entering into the transaction. We have no obligation to monitor, review or evaluate the legality of any transaction. We may deny any transaction or refuse to accept any deposit that we believe is related to illegal activity or online gambling or for any other reason at our discretion. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if the transaction is determined to be illegal or associated with an illegal activity. We reserve the right to cancel, close or restrict use of the Security Deposit Account, including by refusing the processing of any transaction, if we believe you have violated this Agreement or any applicable law.

b. You may link your Azpire Deposit Account at Bank (“Linked Account”) to your Security Deposit Account in order to transfer funds from your Linked Account to your Security Deposit Account. You are not permitted to link your Security Deposit Account with a credit, debit, gift, or other type of card issued by a third party or another bank.

c. FDIC Insurance. The Federal Deposit Insurance Corporation (“FDIC”) insures deposits according to the ownership category in which the funds are insured in the event the Bank fails up to applicable limits. Unless otherwise stated by us or the FDIC, the Security Deposit Account is insured by the FDIC up to the standard maximum deposit insurance amount per depositor, per FDIC-insured bank, and per ownership category (the “Standard Insurance Amount” or “SIA”). For purposes of determining the SIA applicable to your Security Deposit Account, you need to consider all accounts that you also hold at the Bank. To determine SIA applicable to your Security Deposit Account with us and for any other FDIC insurance requirements that may apply, please visit the FDIC’s website at www.fdic.gov/deposit/deposits or call the FDIC directly at 1 -877-ASKFDIC (1-877-275¬3342). You can also use the FDIC’s Electronic Deposit Insurance Estimator (EDIE) at www.fdic.gov/edie.

d. Escheatment. State escheat or unclaimed property laws require us to close your Security Deposit Account and transfer your money to the state if your Security Deposit Account is dormant for a period of time as defined by your state of residence. Your Security Deposit Account can become dormant if there is no transactional activity for a period of time specified by applicable state law or you do not communicate with us regarding your Security Deposit Account during such period. If your Security Deposit Account is dormant, you may no longer receive statements, but you can still view your Security Deposit Account through the Platform. If your funds are remitted or escheated to the state, you may be able to recover the funds from the state itself, but not from us. We may refuse a withdrawal or transfer from the Security Deposit Account we internally classify as inactive if we cannot reach you in a timely fashion to confirm the transaction’s authorization. As permitted by the state, we may deduct the cost of required due diligence from the balance of your Security Deposit Account. This due diligence may include first class and certified mailings or public notices about your Security Deposit Account’s pending escheatment, as required by state law.
e. Recovery Assistance. To the greatest extent permitted by law, if you claim a credit or refund because of an unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us written statement containing whatever reasonable information we require concerning your Security Deposit Account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen access credentials. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. To the greatest extent permitted by law, our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

f. Transaction Posting. Posting transactions to your Security Deposit Account impacts your Security Deposit Account balance. Posting a credit increases your balance. Posting a debit or hold reduces your balances. Credits, including deposits and refunds, increase your balance, while debits, including withdrawals and transfers from your Security Deposit Account and fees, and holds, including deposit holds, transaction authorizations and holds related to withdrawals and fund transfers, reduce your balance. We use automated systems to process transactions and then to post transactions to your Security Deposit Account. We group the different types of transactions into categories (credits, debits and holds).

To determine your available Security Deposit Account balance, we first start with your ledger balance at the beginning of the business day, subtract any expired holds from your balance and make any adjustments from prior days. Next, we generally add all credits to your balance. Then, we subtract all debits (payments to the Account).

Your available Security Deposit Account balance may not include transactions you have authorized that we have not received. Your available Security Deposit Account balance is viewable at any time through the Platform, but it is important to understand that it may not reflect transactions you have authorized that have not yet been presented to us for payment.

When we process transactions for your Security Deposit Account, you agree that we may in our discretion determine our posting orders for the transactions. You agree that we may determine in our discretion the categories, the transactions within a category, the order among categories and the posting orders within a category. We sometimes add or delete categories, change posting orders within categories and move transaction types among categories. You agree that we may in our discretion make these changes at any time without notice to you.

g. We may permit you to overdraw your Security Deposit Account in the event of a forced posting of a transaction to your Security Deposit Account, and we do not charge you insufficient funds fees or overdraft fees. If the available balance in your Security Deposit Account is not sufficient to cover any transaction you have authorized, we can refuse to process the transaction, even if you make a deposit later in the business day after we refuse your withdrawal request. If a deposit is returned or if a transaction is posted in excess of your Security Deposit Account balance, you must make a deposit immediately to cover any negative balance. If your Security Deposit Account has a negative balance for sixty (60)
calendar days or more, we may close your Security Deposit Account. If a deposit or transfer to your Security Deposit Account is returned or rejected by the paying financial institution or sender for any reason, or if there is an error or mistake involving a deposit or transfer, we may deduct the amount of the deposit, transfer or error without prior notice to you.

h. Tax Reporting and Backup Withholding. Federal law requires us to have a valid Social Security Number or Individual Taxpayer Identification Number for each Security Deposit Account owner so that we can correctly report any income related to the Security Deposit Account you have earned to the relevant tax authorities. Accordingly, you must certify your Social Security Number or Individual Taxpayer Identification Number as part of opening a Security Deposit Account. If you do not provide us with and certify a valid Social Security Number or Individual Taxpayer Identification Number within the time period specified, we are required to withhold a percentage of the taxable interest that we pay to you. This withholding is commonly referred to as “Backup Withholding." In some states, we may also be required to withhold taxable interest for state taxes.

i. Statements. You must keep track of your transactions and available balance in your Security Deposit Account. You may review your transaction history and available balance through the Platform; however, the transactions may not include any transactions you have authorized that have not yet been presented to us for payment. Statements will periodically be provided to you by email as long as your Security Deposit Account is not inactive. You will receive a statement monthly as long as you have transactions on your Security Deposit Account during the statement period. If there were no transactions on your Security Deposit Account, we will provide you statements at least quarterly. You will receive electronic statements. You are also responsible for reviewing your Security Deposit Account statements as they are made available to you for errors or unauthorized activity. If you identify an error or unauthorized activity, you must notify us promptly to avoid losing your money. Please refer to the Electronic Fund Transfers Disclosure below for information concerning errors and unauthorized activity.

III. Deposits and Withdrawals.

a. Deposits. When available, you may make deposits to your Security Deposit Account by electronic fund transfers (e.g., ACH) or other payment network transfers from the Linked Account or any other means we make available to you only. We do not charge you any fees for making deposits. We do not accept cash, paper check or foreign currency deposits. However, if you mail a paper check to us, including personal checks, money orders or cashier’s checks, we may apply the check to any negative balance you may have on your Security Deposit Account or send the check back to you. Any deposits received in cash or foreign currency, whether in the form of cash or check, will be sent back to you. We will send all items back to the address we have for you on file and we are not liable if you do not receive the items. You may only deposit with us funds that are immediately available, which under applicable law are irreversible and are not subject to any lien, claim or encumbrance. You may not make deposits at ATMs. You may not initiate a deposit by mail. Any transaction that you conduct on Saturday, Sunday, a federal holiday, or other days on which we are closed will be handled the following business day. Deposits are subject to transfer limitations (frequency and dollar amount limits).
You may not deposit funds into your Security Deposit Account that would result in the available balance of the Security Deposit Account to exceed $10,000.

b. Withdrawals. To withdraw or transfer any part of the available balance in your Security Deposit Account you must close your Account and make all payments due thereunder. You will not withdraw funds from your Security Deposit Account if such withdrawal will cause your available balance in your Security Deposit Account to exceed the outstanding Card balance, amounts due hereunder, and any pending Card transactions. Before permitting a transfer of funds out of the Security Deposit Account, we may request that you provide us with additional information or documentation that we deem necessary to confirm your identity or to prevent illegal activity. We may refuse the transaction if you do not comply with our request. You may not withdraw funds by check or remotely created check drawn on your Security Deposit Account.

Withdrawals may only be made to the Linked Account. Unless required by law or we have agreed otherwise in writing, we are not required to act upon withdrawal instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

For security reasons, there are limits on the number, amount, frequency, and type of transactions you can make using your Security Deposit Account. To protect the security of your Security Deposit Account, others’ accounts and systems, we may or may not disclose some or all of these limits and any changes to these limits, unless required by law. We may change these limits from time to time at our sole discretion. We will notify you of any limits or changes to these limits if required by applicable law. In our discretion, we may permit you to make transactions in excess of these limits, but our permission to do so on one occasion does not guarantee that we will allow a transaction in excess of the limits in the future. Your rights under this Security Deposit Account Supplemental Terms to make purchases, deposit funds, make ATM transactions, transfers, and other transactions with your Card or Account are subject to this paragraph.

IV. Fees. We do not charge fees relating to the use of your Security Deposit Account.

V. Deposit Availability Disclosure. When a deposit is made to your Security Deposit Account, the funds may not be available immediately. This subsection describes when funds will be made available to you.

a. Delays. We may delay the availability of funds from certain types of deposits to your Security Deposit Account. There are exceptions that may apply in certain circumstances (e.g., if you have overdrawn your Security Deposit Account repeatedly in the last six months or there is an emergency). During the delay, you may not withdraw funds and may not use the funds. We will notify you if we delay the availability of your funds if required by law, and we will tell you when you can expect your funds to be available if required by law.

b. Deposits. Any transaction that you conduct on Saturday, Sunday, a federal holiday, or other days on which we are closed will be handled the following Business Day. If we
receive a deposit before 2 PM ET on a Business Day, we will consider that Business Day to be the day of your deposit. However, if we receive a deposit after 2 PM ET or on a non-Business Day, we will consider the deposit as having been made the next Business Day. Deposits may only be made by electronic fund transfers, which includes direct deposits and ACH transfers.

c. Availability of Electronic Fund Transfers. Funds from electronic fund transfers, including ACH transfers, that you initiate through another bank will generally be available on the next business day after the day the electronic fund transfer is deemed to be received by us. An electronic fund transfer debit to a Linked Account or any other external account that we originate on your behalf will generally be made available on the third business day after the date the electronic fund transfer is deemed to be received and processed by us. Once they are available, you can use the funds for electronic fund transfer. Even after we have made funds available to you and you have withdrawn the funds, you remain responsible if any deposit to your Security Deposit Account is returned, rejected, or otherwise uncollected by us.

VI. Confidentiality. We will disclose information to third parties about your Security Deposit Account or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your Security Deposit Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) if you give us written permission; (v) to verify your identity and determine if we should open an Security Deposit Account for you or maintain your Security Deposit Account using services provided to us by third parties; or (vi) as explained in our separate Privacy Notice [Link].

Services offered by Zolve, including the Platform, are subject to its Privacy Policy [Link]. Bank does not have control over your data provided or collected by Zolve in connection with its services.

VII. Electronic Fund Disclosures. This Electronic Fund Transfer Disclosure applies to electronic fund transfers to or from your Security Deposit Account to the extent the transfers are governed by Regulation E.

For purposes of this Security Deposit Account Supplemental Terms, our Business Days are Monday through Friday. Federal holidays are not included.

Transfer Types and Limitations

(1) Security Deposit Account access. The following electronic fund transfer services are available to you when you open a Security Deposit Account with us:

   (i) Online ACH Transfers. You may use the Platform and request ACH transfers between your Security Deposit Account and a Linked Account.

(2) Limitations on frequency and dollar amounts of transfers.
Your Security Deposit Account may be subject to limitations on the amount or number of withdrawals that you may make from your Security Deposit Account, including electronic fund transfers. Please see Section III of this Security Deposit Account Supplemental Terms for additional details. For security reasons, we may also, in our sole discretion, set limits on the dollar amounts of electronic fund transfers and on the number of electronic fund transfers that may be requested or initiated. To protect the security of the Bank or your Security Deposit Account, we may suspend your use of electronic fund transfers, as permitted by law.

**Consumer Liability for Unauthorized Transactions**

Tell us AT ONCE if you believe any code or access device used to access your Security Deposit Account has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning us or contacting us at hello@zolve.com is the best way of keeping your possible losses down. You could lose all the money in your Security Deposit Account. If you tell us within 2 business days after you learn of the loss or theft of your code or access device to access your Security Deposit Account, you can lose no more than $50 if someone used your code or access device used to access your Security Deposit Account without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your code or access device used to access your Security Deposit Account, and we can prove we could have stopped someone from using your code or access device used to access your Security Deposit 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, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was sent 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.

If you grant authority to make transfers to another person who exceeds the authority granted, you are fully liable for any transfers until you notify us that transfers by that person are no longer authorized.

**Contact in Event of Unauthorized Transfer**

If you believe your code or access device used to access your Security Deposit Account has been lost or stolen, email us at hello@zolve.com or notify us through the Zolve Platform or contact us on (844)-333-3071.

You should write to the email address or call the number listed above if you believe a transfer has been made using the information related to your without your permission.

**Fees**

We do not charge for most electronic fund transfer services related to the Security Deposit Account.


**Documentation**

(1) Preauthorized credits. If you have arranged to have direct deposits made to your Security Deposit Account at least once every 60 days from the same person or company, you may check your Security Deposit Account transaction history through the Zolve Platform or email us at hello@zolve.com to find out whether or not the deposit has been made.

(2) Periodic statements. You will get a Security Deposit Account statement, as set forth in Section II of this Security Deposit Account Supplemental Terms.

**Preauthorized Payments**

(1) Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your Security Deposit Account, you can stop any of these payments. Here’s how: email us at hello@zolve.com, notify us through the Zolve Platform or contact us on (844)-333-3071, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. Your request must include your Security Deposit Account number, the name of the payee, the amount of the item to be stopped, and the date payment was scheduled to be made. If you call, we require you to put your request in writing and get it to us within 14 days after you call.

(2) Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (The party you are going to pay may allow you to choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

(3) We reserve the right to refuse to pay a regular (automatic) debit, for example, if your Security Deposit Account has insufficient funds to cover such transfer or if we are unable to verify the ownership of or other information about the account to which the funds will be transferred.

(4) Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

This section only applies to preauthorized electronic fund transfers.

**Our Liability**

If we do not complete a transfer to or from your Security Deposit 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 Security Deposit Account to make the transfer.
If the automated teller machine where you are making the transfer does not have enough cash.

If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

Circumstances beyond our control prevent the transfer.

Failures caused by circumstance beyond our control despite reasonable precautions.

If funds are not available due to a hold or if the Security Deposit Account or funds are subject to a legal action.

If we do not complete a transaction because we or has reason to believe the transaction is unauthorized or illegal.

Your Security Deposit Account has been frozen, revoked, canceled, terminated, closed or suspended.

There may be other exceptions stated in this Agreement.

Confidentiality

We will disclose information to third parties about your Security Deposit Account or transfers you make, as set forth in Section VI of this Security Deposit Account Supplemental Terms.

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers email us at hello@zolve.com, notify us through the Zolve Platform or contact us at (844)-333-3071 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.

Tell us your name and Security Deposit Account number (if any).

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.

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 Security Deposit 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 Security Deposit Account.

For errors involving new Security Deposit Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Security Deposit Accounts, we may take up to 20 business days to credit your Security Deposit 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.
SECURITY AGREEMENT

This Security Agreement grants a security interest and certain rights in and to your Security Deposit Account, including to secure your Card and Account under the Azpire Credit Card Agreement.

1. **Our Security Interest in Your Security Deposit Account.** You hereby grant to us, as of the date you enter into the Azpire Credit Card Agreement, a security interest in your Security Deposit Account and all funds deposited therein, to secure Debt and the performance under this Security Agreement (this “Security Agreement”) and/or the Azpire Credit Card Agreement, including your duty to pay us for all obligations you owe us under this Security Agreement and the Card and Account, present or hereinafter occurring, when payments are due, for every transaction made with your Account by you, an Authorized User, or any other person that you or an Authorized User permits to use your Account (the “Security Interest”). This Security Agreement is incorporated into the Azpire Credit Card Agreement.

2. **Definitions.** All capitalized terms used in this Security Agreement and not otherwise defined herein shall have the meanings ascribed to those terms in the Azpire Credit Card Agreement (the “Azpire Credit Card Agreement”). “We,” “us,” “our,” and “Bank” mean Community Federal Savings Bank, its agents, authorized representatives, successors, and assignees. “Debt” means all obligations to the Bank, including any obligations arising from or related to the Account, as well as each extension, refinance or renewal of such obligations, and any expenses that the Bank incurs in enforcing your obligations under this Security Agreement or the Azpire Credit Card Agreement, including fees for independent and/or in-house counsel, where allowed by law. No portion of Security Deposit Account will be available to you, unless approved by us, or may be used to secure other loans.

3. **Our Right to Exercise the Security Interest.** You irrevocably and unconditionally relinquish possession and control over your Security Deposit Account, and you pledge and assign as security to us all of your right, title, and interest in it. You must take any action we request to perfect or protect our first lien position Security Interest in your Security Deposit Account. You waive the benefit of any homestead or other exemptions in your Security Deposit Account. The Security Interest will be governed by Uniform Commercial Code - Article 9 (as adopted by New York) whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds in your Security Deposit Account to satisfy your obligations or Debt. You expressly agree that our rights under this Security Agreement extend to any electronically deposited federal or state benefit payments (including Social Security benefits) to the extent permitted by law. If you do not want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits. In addition, you grant us a right of setoff to your Security Deposit Account to secure all amounts you owe us under this Security Agreement. This right of setoff does not apply to your Security Deposit Account if prohibited by law. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff or Security Interest. Without limiting the foregoing, the Bank may make settlements or compromises on the Security Deposit Account; transfer the Security Deposit Account to the Bank’s own name; or exercise ownership rights on the Security Deposit Account. You waive any right to require the Bank to: (a) proceed against any cardholder of the Card, Authorized User or any other person; (b) proceed against or exhaust any security held under this Security Agreement or Azpire Credit Card Agreement; or (c) pursue any other remedy in the Bank's power or permitted by law. The Bank may, without prior notice, and from time to time: (i) renew, compromise, extend, accelerate or otherwise change the terms relating to the Debt; (ii) take and hold security (other than the Security Deposit Account) for payment of the Debt and enforce, exchange and release the security in any manner that the Bank determines is proper; (iii) release or
substitute any cardholder, guarantor, or endorser of the Debt; and (iv) increase or lower the total credit line or spend limit on your Account, and no such action shall change the fact that the Security Deposit Account at all times will be held by the Bank as security for the Debt.

4. **Defaults.** The Bank may, without prior notice, declare you in default if: (a) you fail to meet the conditions, to perform any obligation, or to make any payment under this Security Agreement, the Azpire Credit Card Agreement or any other agreement that you make relating to the Debt; (b) failure to pay your Account balance, including the Total Bill, by the due date as shown on the Statement; (c) you withdraw or transfer (or attempt to do the same) from the Security Deposit Account any funds pledged under this Security Agreement or the Azpire Credit Card Agreement, unless approved by Bank; (d) you have given the Bank false or misleading information or misrepresentations; (e) any cardholder dies; (f) any government authority takes action which the Bank believes adversely affects your financial condition or ability to repay the Debt; (g) any guaranty or other agreement required in connection with the Debt is violated or ineffective; or (h) you file a bankruptcy petition, a bankruptcy petition is filed against you, or you make a general assignment for the benefit of creditors.

5. **Rights and Enforcement.** If you are in default, you may lose money from your Security Deposit Account, subject to applicable law, and Bank may exercise all the rights of an owner of the Security Deposit Account. In addition, the Bank may apply all or any portion of the Security Deposit Account to: (a) the Bank's costs in enforcing its rights hereunder or in connection with the Azpire Credit Card Agreement; (b) the interest and fees relating to the Debt; and (c) the principal of Debt. Bank is irrevocably appointed as attorney-in-fact to execute any instruments required to satisfy Debt. Without limiting the foregoing, if you are in default of any obligation under this Security Agreement or the Azpire Credit Card Agreement, or your Account is closed for any reason, you authorize us to withdraw funds from your Security Deposit Account and apply such amounts to the Debt or any other balance you owe us without sending you notice or demand for payment. We may do this in addition to the other rights we have under law or this Security Agreement. The application of your funds to the balance you owe under this Security Agreement or the Azpire Credit Card Agreement will not affect your obligation to pay us in full. You are responsible for the repayment all Debts and all amounts you owe us under this Security Agreement or the Azpire Credit Card Agreement. After receipt of payments on the Account, Bank may withhold the release of available credit equal to the amount of the payment for a period of time to ensure that sufficient funds are available.

6. **Return of Security Deposit.** We may return your security deposit if you pay your balance in full, satisfy all of your obligations to us under the Azpire Credit Card Agreement and close your Account, which can take up to two billing cycles plus ten days. If the Bank determines that the collateral from the Security Deposit Account shall be released, the Bank will pay the collateral amount to the primary applicant or cardholder for the Account based on our records either by (a) depositing funds into an account with the Bank on which such primary applicant or cardholder is one of the owners, or (b) some other method deemed sufficient by the Bank.

7. **General Terms.** This Security Agreement is governed by the laws of New York, the state in which the Bank and Security Deposit Account are located. Bank’s rights stated in this Security Agreement are in addition to any others it has under the law. If there is a conflict regarding the security interest between this Security Agreement and any other agreement, this Security Agreement will control. If any person seeks to attach your Security Deposit Account, for example by legal garnishment, you agree that we may deem all amounts you owe us, including any unpaid Debt, immediately payable and apply the funds in your Security Deposit Account as payment of those amounts. If we must hire an attorney to defend or enforce

AZPIRE CREDIT CARD AGREEMENT - CUSTOMER COPY
Last modified: 20 August 2022
This Agreement is effective 20 August 2022
our rights under this Security Agreement, you will pay our reasonable attorneys’ fees and court costs, unless prohibited by law. If Bank waives or delays exercising a right, it does not forfeit that right or any others. You waive any defense you may have against Bank. Bank can exercise its rights against Security Deposit Account even if you are no longer liable on Debt because of a statute of limitations or because of other reasons. Until Debt is fully repaid, and you have no further obligations under this Security Agreement, you will subordinate in favor of Bank any right of subrogation and any right to enforce a remedy Bank now has or may later have. You represent that (a) there are no current lawsuits, insolvency proceeding, general assignment or bankruptcy proceedings that might affect our interest in your Security Deposit Account; and (b) you have not and will not attempt to transfer any interest in your Security Deposit Account to any other person or offer your Security Deposit Account as collateral or security for any other obligation. If any person seeks to attach your Security Deposit Account, for example by legal garnishment, you agree that we may deem all amounts you owe us, including any unpaid Card balance, immediately payable and apply the funds in your Security Deposit Account as payment of those amounts.