

## Curve Credit Card Agreement

### INTEREST AND FEES TABLE

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>[12.99% to 24.99%].</b> This APR will vary with the market based on the Prime Rate
<b>Penalty APR and When it Applies</b>	None
<b>APR for Balance Transfers</b>	Balance Transfer not available
<b>APR for Cash Advances</b>	Cash Advance not available
<b>Paying Interest</b>	Your due date is at least 24 days after the close of each billing period. We will not charge you any interest on purchases if you pay your entire New Balance by the payment due date each month. Purchases matched with an All-in-One payment are not included in the New Balance and All-in-One repayments will not reduce the New Balance. If you do not pay your entire New Balance by the due date each month, you will pay interest on purchases that are not matched with an All-in-One payment from the date they are posted to your account.
<b>Minimum Interest Charge</b>	None
<b>For Credit Card Tips from the Consumer Financial Protection Bureau (CFPB)</b>	To learn more about factors to consider when applying for a credit card or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="https://www.consumerfinance.gov/learnmore">https://www.consumerfinance.gov/learnmore</a> .
Fees	
<b>Membership Fee</b>	<b>None.</b>
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>● <b>Foreign Transaction</b></li> </ul>	<b>None</b>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>● <b>Late Payment</b></li> <li>● <b>Returned Payment</b></li> <li>● <b>Over-the-Limit</b></li> </ul>	<p>Up to <b>\$15</b></p> <p><b>None</b></p> <p><b>None</b></p>

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

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

**Variable Rate Information:** The APR will equal the Prime Rate plus [x.xx] percentage points. As of MM/DD/YY, the Daily Periodic Rate is 0.xxxx%.

1. No Balance Transfers or Cash Advances. Balance transfers and cash advances are not authorized for this credit card account.
2. Late fee: \$10 when you do not pay the Minimum Payment Due within 10 days of the Payment Due Date. This fee increases to \$15 when the Minimum Payment Due is not paid within 15 days of the Payment Due Date. The late fee will not exceed the amount of the Minimum Payment Due.

### **BILLING RIGHTS NOTICE**

#### **Your Billing Rights: Keep this Document for Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### **What to Do if You Find a Mistake on Your Billing Statement**

If you think there is an error on your billing statement, write to us at: [support-us@curve.com](mailto:support-us@curve.com)

In your letter, give us the following information:

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

You must contact us:

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

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

#### **What Will Happen After We Receive Your Letter**

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

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

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

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your billing statement, and we may continue to charge you interest on that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

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

If you receive our explanation but still believe your billing statement 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 billing statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

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

### **Your Rights If You Are Dissatisfied with Your Credit Card Purchases**

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

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us electronically at [support-us@curve.com](mailto:support-us@curve.com).

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.

## **YOUR ACCOUNT**

**Your Contract with Us:** This document, along with the Interest and Fees Table, is your Curve Credit Card Agreement. Please read it and keep it for your records. You accept this Agreement if you use the Account or if you do not cancel your Account within 30 days after receiving a Card.

## Definitions

Unless defined in this Agreement, capitalized terms refer to terms in your billing statement.

*Agreement:* this Curve Credit Card Agreement.

*Account or Curve Account:* your Curve Credit Card Account.

*you and your:* the person who applied for the Curve Credit Card Account.

*we, us and our:* Hatch Bank, its agents, successors or assigns and its service providers.

*Card or Curve Card:* One or more digital or physical Mastercard® cards or other devices (including an account number) used to access your Account to obtain credit.

## HOW CURVE WORKS

**Using Your Card:** You may use your Card to make purchases wherever the Card is accepted. There are many ways to repay your Card: utilizing our All-in-One “AIO” repayment feature, leaving your transaction on your Curve Card to be repaid as outlined below, or even using your Curve Cash points. You may use your Card for personal, family or household purposes. You cannot use your Account to transfer balances from another credit card to this Account or to obtain cash advances.

**Linking a Card:** You need to link at least one card (“Linked card”) to your Curve Account in the Curve app, before you can use our AIO repayment feature. The Linked card can be any debit card, credit card or prepaid card that we allow you to link to your Curve Account. We may place limits on what we allow you to link. You can add multiple Linked cards in the Curve app and change the selected Linked card at any time using the Curve app. We will use various means to identify that the Linked card you have added to your Account is yours and that you have the right to use it. Based on your tenure and spending patterns, we may require you to verify ownership of Linked card(s).

**An AIO (All-in-One) Repayment:** If you elect to make a purchase with your Curve Card and pay your Curve Account immediately, you may choose to repay using our AIO repayment feature. If you elect the AIO repayment feature, the purchase will be charged to your Curve Account. The Linked card you elect as your default card, or another Linked card you select in the App, will be used to make a payment to Curve equal to the amount of the transaction plus any transaction fees we may impose on the transaction. If the payment to Curve is not authorized by your selected Linked card due to insufficient funds or any other reason, the balance will remain on your Curve Account and will be due and payable as described herein. Balances that remain on your Curve Account will incur interest as defined below.

Exceeding Your Credit Limit with AIO: You may elect to use the AIO repayment feature to conduct a transaction that would otherwise exceed your available credit. We, in our sole discretion, may, on a per transaction basis, allow you to exceed your Curve credit limit and authorize the transaction. In the event Curve allows you to exceed your Curve credit limit as defined herein, you will not be assessed any fee for doing so. If your selected Linked card cannot be authorized due to insufficient funds or is otherwise declined for any other reason, your transaction may be approved if you have available credit on your Curve Account. In this case, you are not able to utilize the AIO repayment method and your transaction will remain on the Curve Account to be repaid. If your selected Linked Card cannot be authorized due to insufficient funds or is otherwise declined for any other reason, your transaction may be declined.

**Curve Credit Purchase:** If you make a purchase and do not select the AIO repayment feature, you can use this credit line to make the purchase, this is known as a Curve Credit purchase. For any purchases made using Curve Credit, you will be provided information regarding this purchase transaction on your monthly statement, and you will need to make a repayment each month in an

amount between the Minimum Payment Due and the New Balance by the Payment Due Date (as shown on your statement). You agree to repay the amount owed on your billing statement in accordance with the terms of this Agreement, which includes the principal charges, “Fees Charged” and “Interest Charged”. If you have added a Linked card, you are not required to make payment on your Curve account with that Linked card. You may add additional cards to make payment on your Curve account at any time using the Curve app.

**Credit Limit:** Your credit limit is provided to you with your Card and the Curve app. We may change your credit limit from time to time. We, in our sole discretion, may, on a per transaction basis, allow you to exceed your Curve credit limit to complete the transaction or we may decline the transaction. In the event Curve allows you to exceed your Curve credit limit, you will not be assessed any fee for doing so. If we allow you to exceed your credit limit, this Agreement also applies to that excess.

**Go Back in Time Feature:** This allows you to change the Linked card you used to make a payment in connection with your AIO transactions for up to 30 days after they were made. Check out which transactions this is possible for in the Curve app (note that we can change this list and restrict customers from using this feature where we have a good reason to do so). Be aware your Linked card issuer may charge a fee for this and may classify the transaction as a balance transfer. We encourage you to check with your Linked card issuer.

**Limits on Curve Card Use:** We know most customers will, but you must use your Curve Account and Card responsibly. For example, you can’t use it for such things including, but not limited to:

- anything that’s against the law (e.g., fraud) or is harmful or disrespectful to others, including any form of abuse of us or our staff,
- in a way that might harm our ability to provide our services or may harm our software, systems or hardware,
- in a way that your payment card issuer, a card network, our acquirer and/ or payment processor, would see as an abuse of the payments system,
- paying for adult entertainment, foreign currency, crypto-currency, traveler’s checks, money orders, wire transfers, online or internet gambling, gaming-related items, (including, without limitation, gambling chips, off-track wagers or lottery ticket transactions), or other cash-like transactions., and travelers’ checks from non-financial institutions,
- “cash recycling”, which means using your Curve card in a manner to receive rewards on the Linked card or your Curve card, in a fraudulent manner,
- creating one or more Curve account(s) without our permission, attempting to “double dip” or to do anything during the course of a dispute to receive funds from us and/or your bank or Linked card issuer for the same transaction,
- engaging in transactions which are not allowed by the issuer of your Linked card (e.g., cash advances or transactions for investment purposes).

Check your Linked card’s terms to see what’s allowed.

### **PROMISE TO PAY**

**Your Promise:** You promise to pay us for all purchases made by you or anyone you authorize or by anyone who has apparent authority to use your Card or Account plus any interest assessed on your

Account and any other charges and fees you may owe under the terms of this Agreement. You cannot add authorized users to your Account and should not share your Card details with other persons or allow them to use your Account. If you permit any person to use your Card by giving them the authorization to obtain credit on your Account, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes a credit line to be exceeded.

## **PAYMENTS**

**Monthly Statements:** You can see your transactions on the timeline in the Curve app and on your monthly statement, which you can access in PDF format from the Curve app. Among other things, your statement will show your New Balance, any interest assessed, any credit limit and credit available, the Minimum Payment Due and Payment Due Date. Interest and fees, however, will continue to accrue whether or not we send you a statement.

**Your Payment Obligation:** You can pay your Account balance in full at any time. You must pay at least the Minimum Payment Due by the Payment Due Date, as shown on your statement, each month. Your statement explains how to make your payments and the business day when your payments will be considered received. Without limiting our rights and without agreeing to satisfy your debt for less than the full amount you owe, we can accept and process any payment marked “payment in full” or similar language you may use to attempt to settle your obligations for less than what you owe. Payments posted to your Account may not immediately result in additional available credit; we may delay increasing your available credit by up to ten days. You agree to repay any amount that exceeds your credit limit if we ask you.

**How We Determine the Minimum Payment Due:** If the New Balance shown on your monthly statement is less than \$25, your Minimum Payment Due will be your New Balance. Otherwise, the Minimum Payment Due will be the greater of \$25 or the total of (1) 2% of the New Balance (excluding any interest charges, fees, and any amount past due), plus (2) any interest charges and fees that billing period, plus (3) any amount past due. We will round the amount of your Minimum Payment Due up to the next highest dollar.

**How We Allocate Your Payment:** We apply payments at our discretion and subject to applicable law, based on the balances on your Account on the day of receipt. This means, because all purchases are at the same interest rate, AIO repayments will be applied to the corresponding transaction that day, rather than to your previous balance. Because AIO repayments are applied to the corresponding transaction, AIO repayments will not satisfy the Minimum Payment Due for the current billing period.

## **INTEREST CHARGES**

**Interest Rates:** Your Annual Percentage Rate (“APR”) for purchases is shown in the Interest and Fees Table. Your daily periodic rate (“DPR”) is equal to the APR divided by 365.

**Variable Rate Information:** If your APR is a variable rate, it will vary with the market based on the U.S. Prime Rate published in the “Money Rates” section of *The Wall Street Journal* (the “Prime Rate”). We determine your APRs for each billing period by adding the “Margin” shown in the Interest and Fees Table to the Prime Rate on the last business day of the month. An increase or decrease in the Prime Rate will cause a corresponding increase or decrease to your variable rates on the first day of the billing period that begins after the applicable Prime Rate is published. There is no limitation on the amount of any increase. If a variable APR increases, then your interest charges and

Minimum Payment Due may increase. If *The Wall Street Journal* does not publish the Prime Rate, or if it changes the definition of the Prime Rate, we may substitute another index.

**How We Calculate Your Interest Charges-- Daily Balance Method (including new purchases):**

We calculate interest on your Account each billing period separately by plan type (Curve Purchase Plan and All-in-One Plan). For each plan, first we calculate the daily balance. To get the "daily balance" we take the daily balance from the end of the previous day. We add any new purchases allocated to the plan type and any new fees. We also add any interest accrued on the previous day's balance. This means that interest is compounded daily. We then subtract any new payments and credits allocated to the plan type. We make additional adjustments as appropriate, subject to applicable law (as an example, for a disputed charge). This gives us the daily balance for that day. Because transactions in the All-in-One Plan are matched with corresponding payments, the All-in-One balance will be generally be zero at the end of each day. If a daily balance is negative, we treat it as zero. We multiply the daily balance by its daily periodic rate. We do this for each day in the billing period. This gives us the daily interest amounts. Then we total all the daily interest amounts for all the daily balances. This gives us the total interest for the Billing Period.

**When Interest Begins to Accrue:** Interest accrues from the date of the transaction and continues until that balance is paid in full. If a transaction occurs in one billing period but is not posted to your Account until the next billing period, the transaction is added or subtracted on the first day of the billing period in which the transaction is posted to your Account. You do not have to pay interest on purchases if you pay your New Balance in full by the Payment Due Date every billing period. If you have been paying your New Balance in full and thereby avoiding interest on purchases, but then do not pay the next New Balance in full by the Payment Due Date, in that billing period we will start charging interest on the unpaid portion of your balance including purchases made that billing period. Purchases matched with an All-in-One payment are not included in the unpaid balance. Once you again pay your New Balance in full by the Payment Due Date in a billing period you will not have to pay interest on new purchases in that billing period, but we will impose interest on the previous balance from the beginning of that billing period through the date the payment was received.

## FEES

**How to Avoid Late Fees:** You can avoid late fees by paying at least the Minimum Payment Due within 10 days of the Payment Due Date. If you do not make your payment by this date, we will charge you a \$10 late fee. This fee increases to \$15 when the Minimum Payment Due is not paid within 15 days of the Payment Due Date. The late fee will not exceed the amount of the Minimum Payment Due that was due immediately prior to the date on which the fee was assessed, if less.

**Foreign Currency Transactions:** If you use your Curve Card to make a purchase in a non - USD currency, the "Card Network" (Visa or Mastercard) will convert the amount of the purchase into U.S. dollars using its own currency conversion procedures, and then will send us the U.S. dollar transaction amount. The Card Network's procedures include selection of the exchange rate, which may be a government-mandated rate or a rate available on wholesale currency markets (and may be less favorable than the rate that the Card Network receives when it makes foreign currency transactions). The exchange rate in effect on the processing date is established by these procedures and may differ from the rate in effect on the transaction date or posting date. The Card Network's procedures may change without notice. If a third party, such as a merchant, converts the amount of a purchase into U.S. dollars before sending the purchase to a Card Network, the third party chooses the conversion rate instead of the Card Network.

## **DEFAULT, COLLECTION, CLOSING OR SUSPENDING YOUR ACCOUNT**

**Default:** Subject to applicable law, your Account will be in default, and we may close it without prior notice and demand immediate payment of the entire amount you owe us if you:

- fail to pay at least the Minimum Payment Due by the Payment Due Date,
- make a payment that is not honored,
- do not comply with the terms of this Agreement.
- become a “debtor” under the U.S. Bankruptcy Code or we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason; or
- die or become incapacitated.

**Collection Costs:** To the extent the state where you live permits the charging of such fees and costs, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court costs and the fees of any collection agency to which we refer your Account) and, if we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney.

**Closing or Suspending Your Account:** Subject to applicable law, we may immediately suspend or close your Account, even if you are not in default. Some reasons we may suspend or close your Account include if

- we have reasonable concerns about your account’s security or suspect fraud or illegal activity,
- you use Curve in a way that this Agreement does not allow,
- you don’t provide us information we’ve asked for or information you’ve provided is false or misleading,
- your behavior towards us makes it difficult to have you as our customer (e.g., you insult our staff),
- we’re required to by law or regulation, or
- our relationship with Curve US, Inc., one of our primary service providers in respect of the Card, is terminated or wound down.

If we ask, you must destroy your Card. You agree that you will not try to make a purchase, after you have been notified that your privilege to use your Account has been terminated. We will not be obligated to honor any attempted use of your Account if default has occurred, or we have determined to terminate your Account or limit your Account privileges. You may close your Account at any time by notifying us in writing or by telephone. If you do, you must destroy all Cards issued on the Account. Your obligations under this Agreement continue even after the Account is closed (whether by you or us) and you will remain liable for all amounts owed under the terms of this Agreement including any transactions after your account is closed which we believe you have authorized. When your Account is closed, it is your responsibility to contact anyone you have authorized to charge transactions to your Account to change the billing, such as recurring merchant billers and subscription services.

**More than one account.** You cannot hold more than one Curve account. We can close down additional accounts without informing you first.

## **OTHER TRANSACTION INFORMATION**

**Refusal To Honor Card:** We are not responsible for refusals to honor your Card or credit devices. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

**Merchant Credits:** If you receive a merchant credit in connection with a transaction matched with an AIO repayment, and we can match the credit to that repayment, we will send a corresponding credit to your Linked card. If we cannot match the credit to an AIO repayment, the funds will remain on your Curve Credit Account. You will still be responsible for the balance on your Linked card

**Refusal of the Card:** We don't guarantee approval of transactions. We are not liable for those that aren't approved, even if you have enough available credit on your Account. If we detect unusual or suspicious activity, we may suspend your credit privileges. We also may limit the number of transactions approved in a single day.

## **CREDIT REPORTS**

**Collecting And Sharing; Credit Reporting; Inaccurate Information:** You agree that we may request consumer credit reports from one or more credit reporting agencies (e.g., credit bureaus) at any time and to use these reports for any reason, including to administer and review your Account, to consider you for offers of other products and services, and to collect your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants, other creditors and credit reporting agencies. From time to time we may request employment and income data from third parties for the ongoing administration of your Account. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected on your credit report. **If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate please contact us at [support@curve.com](mailto:support@curve.com). Please include your name, address, home phone number, and account number and explain what you believe is incomplete or inaccurate.**

## **ACCOUNT INFORMATION, INFORMATION SHARING & COMMUNICATIONS**

**Notices:** We use electronic delivery. If you revoke your consent, we will deactivate your credit card and you will not be able to make any purchases. Inform us promptly at [support-us@curve.com](mailto:support-us@curve.com) or 855-501-2350 of any change in your email address.

**Information Sharing:** You authorize us to share information about you and your account with affiliates, service providers and other third parties, unless the law or our [Privacy Policy](#) prohibits us from doing so.

### **Telephone Recording and Texts and Telephone Calls:**

We may record and monitor any of our telephone conversations with you. If we record, we may keep the recordings as permitted by applicable law. We may use your voice to verify your identity. When you give us your mobile number, we have your permission to contact you at that number about your account. Notify us immediately if you change phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to

maintain and update promptly any changes in this information. You can update your mobile number by contacting us at [support-us@curve.com](mailto:support-us@curve.com) or calling us at 855-501-2350. You agree to indemnify, defend and hold us, our subsidiaries, affiliates, officers, agents and other partners and employees harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. SMS (text message) notifications are provided for your convenience only. Your consent allows us to use text messaging, artificial or prerecorded voice messages, and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may revoke your consent. If you give us your email address, you agree that we may send marketing messages (such as product promotions and offers) and servicing messages (such as fraud alerts and hold alerts) related to your accounts to that email address.

**Inquiries or Questions:** You may address any inquiries or questions which you have about your Account to [support-us@curve.com](mailto:support-us@curve.com), or you may call us at 855-501-2350. If you contact us by telephone instead of writing, you may lose certain rights the law gives you to dispute billing errors (see the billing rights notice below).

**Curve App:** Because we send important notifications and information to you via the Curve app and the proper functioning and security of the app relies on updates from time to time, you agree that you will keep the Curve app on your mobile devices up to date.

## **AGREEMENT & BENEFIT CHANGES**

**We May Amend This Agreement:** Subject to applicable law, we can amend the terms of this Agreement by changing terms, adding new terms, or deleting terms from this Agreement at any time. We will notify you of the change to the extent required by applicable law. If you have the right to reject a change, we will notify you and tell you how to reject the change. If you reject a change we may close your account.

**Benefits:** Any benefit, reward, service or feature offered may change or be discontinued at any time for any reason. Separate terms and conditions will describe any exceptions.

## **MILITARY LENDING ACT**

**Covered Borrowers:** The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). The provisions of this section apply only if you are a Covered Borrower at the date of your Account opening. If you are a Covered Borrower, you may call 855-501-2350 to hear payment and other important information about the Military Lending Act and your Account.

**Statement of Military Annual Percentage Rate ("MAPR"):** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36%. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged

(other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

## MISCELLANEOUS

### **Liability for Unauthorized Use of Your Card or Account**

If you notice the loss or theft of your Card or a possible unauthorized use of your Card or Account, let us know ASAP by calling 855-501-2350 (lines are open 24/7) or any number linked here, by email on support-us@curve.com or via the Curve app. Use the Curve app to lock your Curve card. If you find your Curve card after you've locked it but before you've notified us, simply unlock it again via the app. You agree to tell us what you know about the loss or theft in writing and we may ask for your assistance in discovering the circumstances relating to any unauthorized use of your account. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

**Assignment:** We may assign this Agreement and any Account balance or transfer any Account balance separately without assigning the Agreement, to any person, firm, or entity, and our assignee will be entitled to enforce the rights and obligations under this Agreement. You may not assign this Agreement.

**No Waiver; Entire Agreement:** We will not lose our rights under this Agreement if we delay in enforcing or waive them or we fail to enforce them. This Agreement, together with all documents incorporated in it, is the entire agreement between you and us relating to your Account. This Agreement cannot be changed except as explained in this Agreement. If any part of this Agreement is found to be invalid or unenforceable, all other parts of this Agreement shall remain in effect and be enforceable to the fullest extent possible under this Agreement and applicable law.

**Governing Law:** This Agreement and your Account are governed by federal law and when not preempted by federal law, California law.

## **STATE SPECIFIC PROVISIONS**

**Only applicable if you are a permanent resident of the relevant state.**

<b>CALIFORNIA RESIDENTS.</b>	If you are a California resident, our right to recover any credit extended through the use of your credit card in making purchases from a retailer is subject to good faith defenses which you have properly asserted as a buyer under California law against the retailer from whom the cardholder made the purchases if: (a) the purchase price at the time as to which a defense is asserted exceeds \$50; (b) the purchase was made within the state of California or if outside California, then within 100 miles of your current designated address in California; (c) you have made a written demand upon the retailer with respect to the purchase and attempted in good faith to obtain reasonable satisfaction from the retailer; and (d) you have not already paid the entire amount of the charge by paying your credit card balance down to zero,
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	<p>(e) you give us written notice specifying the retailer, the date of purchase, the purchase price, the goods or services purchased, the nature of your defense with respect to the transaction, as well as the action which you have taken in attempting to obtain satisfaction from the retailer.</p> <p>If you are a married applicant you may apply for credit in your own name. Applicants may, after credit approval, use the credit card up to its credit limit and may be liable for amounts extended under the plan to any joint applicant. 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.</p>
<b>FLORIDA RESIDENTS.</b>	You (borrower) agree that, should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and federal law.
<b>SOUTH DAKOTA RESIDENTS.</b>	If you believe there have been any improprieties in making this loan or in the lender's loan practices, you may contact the South Dakota Division of Banking at 1601 N. Harrison Ave, Suite 1, Pierre, SD 57501, or by phone at 605.773.3421.
<b>OHIO RESIDENTS.</b>	Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
<b>NEW YORK and VERMONT RESIDENTS.</b>	<p>We may obtain a credit report in connection with this account, including for any review, modification, renewal or collections associated with this account. Upon your request, you will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report.</p> <p>New York residents may contact the New York State Banking Department at 800.342.3736 or <a href="http://www.dfs.ny.gov">www.dfs.ny.gov</a> to obtain a comparative listing of credit card rates, fees and grace periods.</p>
<b>MISSOURI RESIDENTS.</b>	Oral Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of this Agreement between us, except as we may later agree in writing to modify it.
<b>MARYLAND RESIDENTS.</b>	To the extent, if any, Maryland law applies to your account, we elect to offer this Agreement pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Code.

<b>WISCONSIN RESIDENTS.</b>	If you are married, please contact us immediately upon receipt of this Agreement at support-us@curve.com and provide us with the name and address of your spouse. We are required to inform your spouse that we have opened an account for you.
<b>UTAH RESIDENTS.</b>	<b>NOTICE TO UTAH BORROWERS.</b> This written Agreement is a final expression of the Agreement between you and us. This written Agreement may not be contradicted by evidence of any oral Agreement. 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.