

## OPORTUN<sup>®</sup> CASH BACK VISA<sup>®</sup> CREDIT CARD TERMS AND CONDITIONS

These terms and conditions supplement your Oportun Visa Credit Cardholder Agreement (“Cardholder Agreement”) and describe how the Oportun Cash Back Card program works. Subject to the terms below, you will earn Cash Back based on your Purchase and Payment activity. By using your Card, you agree to these terms and conditions. Any words or phrases used herein and not otherwise defined will have the meaning specified in the Glossary section of your Cardholder Agreement. We retain the right to determine your eligibility and your right to continue to participate in the Cash Back program. Our decisions are final.

### Earning Your Cash Back.

- Purchases: You will earn an amount equal to **1%** of Purchases when you, or an Authorized User, use the Card to make Purchases, less any credits, returns and adjustments. For example, for every \$1000.00 of Purchases you make, you will earn \$10.00 in Cash Back.
- Payments: You will earn **0.5%** of Payments you make on your Account. For example, for every \$1000.00 in Payments you make, you will earn \$5.00 in Cash Back.
- You will earn Cash Back so long as your Account is open and in good standing and not subject to a dispute. For example, you will no longer earn Cash Back if your account is voluntarily or involuntarily closed, even if you are still paying off a balance. You will not earn Cash Back while your Account is in a delinquency or default status.
- You will not earn Cash Back on balance transfers, cash advances or cash-like transactions such as travelers checks, money orders, or wire transfers. You will not earn Cash Back for unauthorized or fraudulent transactions or for transactions we decline, such as lottery and gambling.
- Your Cash Back will be calculated at the close of each Billing Cycle and payments made on your Account will not reduce the amount of Cash Back earned.

### Applying Your Cash Back

- Statement Credit: Qualifying Cash Back amounts will be automatically applied as a credit on your next Billing Cycle Statement once you have accumulated at least \$10.00 in Cash Back and credits apply only in increments of \$10.00. For example, if in a Billing Cycle you earn less than \$10.00 in Cash Back, you will not receive a Statement credit until you have accumulated at least \$10.00 in Cash Back. If you earn more than \$10.00 in Cash Back but not evenly divided by ten, such as \$13.00 in Cash Back, you will receive a Statement credit of \$10.00; the \$3.00 Cash Back balance will roll forward and may be applied on a future Statement once you have earned \$10.00 in Cash Back.
- Cash Back will be applied so long as your account is open and in good standing and not subject to a dispute. However, qualifying Cash Back earned while your Account is in good standing will be applied to your next Statement, even if your Account subsequently becomes delinquent.
- Account Closure: If you close your Account, or we close or suspend your Account other than for fraud, your earned Cash Back will be applied on your next Statement, even if your earned Cash Back is less than \$10.00 or in an amount not evenly divided by ten. For example, if you have earned \$3.00 in Cash Back (less than a \$10.00 increment) at the time you close your Account, this amount will be credited to your balance on your next Statement.
- Adjustments: We will reverse Cash Back credits if there are adjustments to your Account after a Cash Back credit has been applied. For example, if we applied a Cash Back credit for a purchase that was later returned, we will reverse the Cash Back credit that was applied to your Account.
- Minimum Payments: Statement credits will reduce your Account balance but cannot be applied toward your Minimum Payment. You must continue to pay the Minimum Payment regardless of whether Cash Back applies or not.
- Cash Back credits are not your property and are not transferable in any manner, under any circumstances and have no cash value until they are applied to your Account.
- We reserve the right to correct the amount of Cash Back applied, without notice to you, if there has been any calculation or processing error. Any error as to the Cash Back program is not a billing error as defined in the Cardholder Agreement.

### Other Important Information

- Changes: We may make changes to the Cash Back program and these terms and conditions at any time. We will try to provide you 45 days’ advance notice of material changes.
- Tax Liability: You are responsible for any tax liability resulting from the application of Cash Back. If you have questions, consult your tax advisor.
- Termination: We may suspend or terminate the Cash Back program at any time. In the event of termination, no further Cash Back will be earned and we will provide you a credit on your next Statement for any earned Cash Back to the date of program termination.

**WebBank**  
**Oportun® Visa® Credit Card Account**  
**Disclosure and Pricing**  
**Information**

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases and Cash Advances</b>	<b>From 24.90% to 29.90%</b> Your APR will vary with the market based on the Prime Rate.*
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each Billing Cycle. We will not charge you interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
<b>Fees</b>	
<b>Annual Fee</b>	<b>\$0–\$49</b>
<b>Transaction Fees</b>	
<b>Cash Advance</b>	The greater of <b>\$10</b> or <b>3%</b> of transaction amount
<b>Foreign Transaction</b>	None
<b>Penalty Fees</b>	
• Late Payment	Up to <b>\$35.00</b>
• Returned Payment	Up to <b>\$35.00</b>

\*As of 11/01/2020

**How We Calculate Your Balance.** We use a method called “average daily balance (including new transactions).” For additional information, see the “Interest Charges” section of the Agreement.

**Billing Rights.** Information on your rights to dispute transactions and how to exercise those rights is provided in the “Your Billing Rights” section of this Agreement.

**Prime Rate.** Variable APRs are based on the Prime Rate. The APR for Purchases and Cash Advances may vary and will be determined by adding 21.65% - 26.65% to the highest U.S. Prime Rate appearing in the “Money Rates” section of any edition of *The Wall Street Journal* published on the 25<sup>th</sup> day of each month. If publication is not made on that day, then the Prime Rate on the next business day will be used. If the Prime Rate changes, the new rate will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changed. The new rate will be applied to all balances on the Account. The APR for all balances is 21.65% - 26.65% plus 3.25% as of 11/01/2020 currently 24.90% - 29.90% (corresponding daily periodic rate from 0.06822% to 0.08192%). The APR may increase or decrease each month if the Prime Rate changes. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply an index and is not the lowest interest rate available.

#### ARBITRATION

Unless you are a Military Lending Act Covered Borrower (as defined in Section 40), the WebBank Oportun Visa Credit Card Cardholder Agreement contains an Arbitration Provision. The Arbitration Provision is contained in Section 41. Please read the Arbitration Provision carefully. Unless you send us the rejection notice described in the Arbitration Provision, the Arbitration Provision will apply to you.

#### Important Information About Credit Reporting

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

#### State Specific Information

**NOTICE FOR CALIFORNIA RESIDENTS:** Applicants may, after credit approval, use the credit card account up to its credit limit and be liable for amounts extended under the plan to any joint applicant. If you are married, you may apply for credit in your own name.

**NOTICE FOR NEW YORK AND VERMONT RESIDENTS:** WebBank 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.

**NOTICE FOR NEW YORK RESIDENTS:** New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-877-226-5697 or <http://www.dfs.ny.gov>.

**NOTICE FOR OHIO RESIDENTS:** Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.

**NOTICE FOR MARRIED WISCONSIN RESIDENTS:** No provision of any marital agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision. If you are married, by submitting your credit card application you are confirming that this credit card obligation is being incurred in the

interest of your marriage and your family. If the credit card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.

All credit is granted and accounts are owned by WebBank, Member FDIC.

#### WebBank

#### Oportun Visa Credit Card Cardholder Agreement

#### Section 1. Credit Card Cardholder Agreement.

This WebBank Oportun Visa Credit Card Cardholder Agreement (“Agreement”) is between you and WebBank, a Utah-chartered, FDIC insured bank having its principal office in Salt Lake City, UT, and governs your credit card account (“Account”). There are two parts to this Agreement: WebBank Oportun Visa Credit Card Account Important Disclosure and Pricing Information and the WebBank Oportun Cardholder Agreement. WebBank will open an Account and issue a Card(s) that may be used on the VISA® network for transactions for Purchases and Cash Advances at merchants, financial institutions, and automatic teller machines accepting the Card. By using your Card, you agree to the terms of the Agreement with WebBank including any changes, amendments or supplements to it.

#### Section 2. Definitions.

The meanings of the capitalized terms used in the Agreement appear in the “Glossary” (Section 39 of this Agreement).

As used here, “you” and “your” mean each applicant and co-applicant approved on the Account; any person responsible for paying the Account; any Authorized User; and any person responsible for complying with this Agreement. “We,” “us,” “our,” and “WebBank” mean WebBank.

#### Section 3. Account Documents.

The following documents govern your Account with us:

1. this Agreement;
2. all Statements;
3. any Privacy Notices;
4. all disclosures and materials provided to you before or when you opened your Account;
5. any other documents and disclosures relating to your Account; and

6. any future changes we make to any of the above.

Please read all of these carefully and keep them for future reference.

#### **Section 4. Account Information.**

We need information about you to approve and manage your Account. This includes the information requested on your application. You agree to tell us when this information changes and respond to our requests for information or additional documents to verify any information. We may restrict or close your Account if we cannot verify your information, or if you do not provide it as requested.

#### **Section 5. Use and Sharing of Information About You.**

When you applied for an Account, you gave us, Oportun Inc (“Oportun”) and our/their affiliates information about yourself that we could share with each other. Oportun and its affiliates will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits, and other products and services. More information about how we use and share information is set forth in the Privacy Notices for your Account.

#### **Section 6. Credit Limits.**

When you open your Account, we will tell you your credit limit. This will also appear on your Statement. We may also refer to your credit limit as your credit line.

You are responsible for keeping track of your balance and your available credit. You must manage your Account to remain below your credit limit. We may honor transactions above your credit limit, but if we do these transactions will not increase your credit limit. You are responsible for paying for any transaction you make above your credit limit upon demand by us.

We may also increase, decrease, restrict or cancel your credit limit at any time in accordance with applicable law. This will not affect your obligation to pay us for any balance and other amounts due under this Agreement.

#### **Section 7. Using Your Account.**

1. This Agreement applies, whether or not you use your Card or Account. It will continue to apply even after your Account is closed, as long as you have a balance.
2. Your use of the Card constitutes your acceptance of this Agreement.
3. You must sign the Card immediately when you receive it.
4. You must return the Card to us or destroy it if we ask you to.
5. You must take reasonable steps to prevent the unauthorized use of your Card and Account.
6. We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your credit limit or your Account is not in default.
7. We are not responsible for any losses you incur if we do not authorize a transaction.
8. We are not responsible for any losses you incur if anyone refuses to accept your Card for any reason.
9. You must not use, or try to use, the Card for any illegal activity. You are responsible for any charges if you do.
10. We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

#### **Section 8. Account Transactions.**

You and any Authorized User, if allowed, may use your Account and Cards to make Purchases of goods or services

at merchants where the Card is accepted and to obtain Cash Advances at participating financial institutions. Each Purchase and Cash Advance will reduce the available credit under your credit limit until it is repaid. The total cash advance balance is limited to the greater of 30% of your credit limit or \$150. Cash Advances cannot exceed 1 transaction per day, as applicable. You promise to pay us when due the total amount of all Purchases and Cash Advances as well as all interest and Fees and other charges billed to your Account.

#### **Section 9. Foreign Transactions.**

If you make a transaction that settles in a currency other than US dollars, the Card Association (Visa®) will convert that charge into a US dollar amount. That conversion will be done at a rate selected by the card association from the range of rates available in wholesale currency markets for the applicable processing date, which rate may vary from the rate the card association itself receives or the government mandated rate in effect for the applicable processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the transaction date or the date the transaction is posted to your Account. You agree to pay the converted amount at the rate selected by the card association, including any charges for the conversion that may be imposed for the foreign transaction.

#### **Section 10. Security Interest.**

This is an unsecured account and WebBank retains no security interest in your real or personal property to secure payment of your Account.

#### **Section 11. Joint Accounts.**

If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your joint accountholder is ordered by a court to pay us. Your Account status will be reported to the credit bureau under each of your names. We will send a Statement to a single name and address, which is the primary accountholder. The delivery of notices or Statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions. Either joint accountholder can access complete account information and can request and accept credit line increase on the Account.

#### **Section 12. Authorized Users (if allowed).**

If you ask us to issue a Card to any person other than a joint account holder and we agree to do so, they are an Authorized User. We may require certain information about them and you should let them know that you are sharing their information with us. We may limit their ability to use your Card. They may have access to certain information about your Account. You will be responsible for their use of the Account and anyone else they allow to use your Account, even if you did not want, or agree to, that use. We may report information about your Authorized User(s) to consumer reporting agencies. See the “Credit Reports” section of this Agreement.

#### **Section 13. Removing an Authorized User.**

If you want to remove an Authorized User from your Account, you must contact Customer Service at 833-Oportun and request their removal. You also must immediately destroy all Cards in their possession and cancel any arrangements they may have set up on your Account. They will be able to use your Account until you have notified us that you are removing them from your Account. During this time, you will still be responsible for all amounts they charge to your Account. You will be responsible

even if these amounts do not appear on your Account until later.

#### **Section 14. Your Promise to Pay.**

You promise to pay us all amounts due on your Account. This includes amounts where you did not sign a Purchase slip or other documents for the transaction. We will treat transactions made without presenting your Card (such as for mail, telephone, Internet, or mobile device Purchases) the same as if you used the Card in person. If you let someone else use your Card or Account, you are responsible for all transactions that person makes.

#### **Section 15. Statements.**

We will send or make available to you one Statement for your Account at the end of each Billing Cycle. Your Statement will tell you the payment due date when payments are due. You must notify us at Oportun credit card, P.O. Box 560698, The Colony, TX 75056 of a change in your address. 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. In such circumstances, we may continue to add interest and fees as permitted by law. If you elect to receive your Statement electronically, paper statements will not be mailed to you.

#### **Section 16. Disputed Transactions.**

You should inspect each Statement you receive and tell us about any errors or questions you have, as described in the "Billing Rights Summary" on your Statement and in this Agreement.

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. You will also:

1. give us any information about the disputed transaction, if we ask;
2. not pursue (or cease your current pursuit of) any claim or reimbursement of the transaction amount from the merchant or any other person; and
3. help us get reimbursement from others.

#### **Section 17. No Warranties.**

We are not responsible for any claim you may have regarding the Purchase of goods or services made with your Card beyond your rights described in the "Billing Rights Summary" on your Statement and in this Agreement.

#### **Section 18. Lost or Stolen Card.**

If your Card is lost or stolen or if you think someone else may be using your Card or Account without your permission, you must contact us at 833-Oportun immediately. You will not be responsible for transactions on your Account that we find are unauthorized.

If we reimburse you for unauthorized transactions, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request.

#### **Section 19. Interest Charges.**

We use a method called Average Daily Balance (including new transactions) to calculate the Interest Charges separately for each transaction type on your account.

1. First, for each day in the Billing Cycle, we start with the previous balance for Purchases and Cash Advances, add any new charges not subject to a grace period, which may

include Fees and Interest, and subtract any payments and credits as described in the "How We Apply Your Payments" Section of this Agreement. The result is the daily balance.

2. Next, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance.

3. At the end of each Billing Cycle, we multiply your Average Daily Balance by the daily periodic rate, and then we multiply the result by the number of days in the Billing Cycle.

4. The result is your total Interest Charge for the Billing Cycle, which you authorize us to round to the nearest cent.

For purposes of the above calculations, Interest Charges are added (posted) to the daily balance of each Credit Plan on the last day of the Billing Cycle. Fees are added as part of the daily balance on the day they are posted to the Account. New Purchases become part of the Account balance on the transaction date. Due to rounding or a minimum Interest Charge, this calculation may vary slightly from the Interest Charge actually assessed.

The daily periodic rate that is used to determine your Interest Charges is 1/365th of your Annual Percentage Rate (APR).

We will charge the Interest Charges and Fees to your Account as disclosed in your Important Disclosure and Pricing Information chart and your Statement. If you paid your balance in full by the due date on your prior Statement, then we will not charge you any new Interest Charges on new Purchases made during the current Billing Cycle.

We may increase your Interest Charges and Fees as described in the "Changes to Your Agreement" section of this Agreement.

If we charge you interest, the charge will be no less than \$1.00.

#### **Section 20. Transaction Fees.**

Cash Advances. We may charge you a Cash Advance Transaction Fee on any Cash Advance in an amount the greater of \$10 or three percent (3%) of the transaction amount.

#### **Section 21. Late Payment and Returned Payment Fee.**

(a). Late Payment Fee. If we do not receive payment from you in at least the amount of your total Minimum Payment by the due date shown on your monthly Statement, you will be charged a Late Payment Fee. The fee will be **\$25.00** if you did not incur a Late Payment Fee during any of the prior six billing periods; otherwise the Late Payment Fee will be **\$35.00**. However, this fee will not exceed the amount permitted by law.

(b). Returned Payment Fee. If any check or other payment tendered in payment on your Account is returned unpaid for any reason, you will be charged a Returned Payment Fee. The fee will be **\$25.00** if you did not incur a Returned Payment Fee during any of the prior six billing periods; otherwise, the Returned Payment Fee will be **\$35.00**. However, this fee will not exceed the amount permitted by law.

#### **Section 22. Annual Fee.**

The Annual Fee for your Account is up to **\$49**. The Annual Fee will be billed to your Account as long as it remains open.

#### **Section 23. Minimum Payment.**

You must pay at least the total Minimum Payment due by the payment due date each month.

Your total Minimum Payment due will be the greater of (i) \$25, or (ii) 5% of the total of the new balance on your Statement, plus late fees plus any past due amount, rounded to the next highest dollar. However, if your total outstanding balance is less than \$25 your total Minimum Payment due will be the entire balance.

Your Statement will tell you:

1. the total Minimum Payment due,
2. your new balance,
3. the payment due date, and
4. an explanation of when the payment must reach us for us to consider it received as of that date.

Returns and other credits to your Account will reduce your Account balance, but they will not change your Minimum Payment amount.

If your Account is 180 days past due, is part of a bankruptcy proceeding, or is otherwise charged off, the total balance is immediately due and payable.

#### **Section 24. Making Payments.**

Your payment must be made in U.S. dollars from a U.S. deposit account in a form and a location acceptable to us.

You may not make payments with funds from your Account or any other credit account with us. You must send mailed payments to us as instructed on your Statement, unless we tell you otherwise.

You must mail all payment items (such as checks) ("Item(s)") bearing restrictive words, conditions, limitations, or special instructions to: Oportun credit card, P.O. Box 561240, The Colony, TX 75056. This includes Items marked "Paid in Full" or similar language. This also includes all accompanying communications. If you make such a payment or send any accompanying communications to any other address, we may reject it and/or return it to you. We may also accept it and process it without losing any of our rights.

#### **Section 25. Other Payment Services.**

We may make services available that allow you to make in-person payments and faster or recurring payments online or by telephone. We will describe the terms for using these services and any applicable Fee before you use them. You do not have to use these other payment services.

We are not responsible if your financial institution rejects a payment made using our payment services.

If you ask someone else to make a payment for you, we may provide that person with limited Account information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept it, you will be responsible for that payment even if a financial institution rejects it.

#### **Section 26. Payment Processing.**

We may accept and process payments without losing any of our rights. Although we immediately credit your loan payment to the balance of your Account, we may hold your available credit until we confirm your payment cleared. We may hold your available credit for up to 7 calendar days. 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.

When you send us an Item as payment, you authorize us to make a one-time electronic funds transfer from your deposit account. We may withdraw the funds from your deposit account as early as the same day we receive your payment. You will not receive your Item back from your bank. We will provide additional information about this process on your Statement.

We may use the information from an Item to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted

to a substitute check and may be processed in the same way we would process an Item. We are not responsible if an Item you provide has physical features that, when imaged, result in it not being processed as you intended.

#### **Section 27. How We Apply Your Payments.**

In each Billing Cycle, we apply payments up to your Minimum Payment to balances on your Account using any method we choose (in accordance with applicable laws and regulations). Payments up to your Minimum Payment will be applied in any order at our discretion, and payments in excess of the Minimum Payment will be applied to balances with the highest APR first and then to lower rate balances in descending order of APR. This means that balances with higher APRs are reduced before balances with lower APRs for any amount of your payment that is in excess of your Minimum Payment due.

#### **Section 28. Credit Balances.**

We may reject and return any payment that creates or adds to a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges. We will make a good faith effort to refund any credit balance remaining in the account for more than six months; or, you may write to the address provided on your Statement or call us at 833-Oportun to request a refund of any available credit balance and we will issue a refund within thirty business days.

#### **Section 29. Account Default.**

You will be in default if:

1. you do not make any payment when it is due;
2. any payment you make is rejected, not paid or cannot be processed;
3. you file or become the subject of a bankruptcy or insolvency proceeding;
4. you are unable or unwilling to repay your obligations;
5. you move outside of the U.S.;
6. we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us; or
7. you do not comply with any term of this Agreement or any other agreement with us.

If you are in default, we may take certain actions with respect to your Account. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:

1. charge you Fees, as permitted under the Agreement;
2. suspend your credit limit or the ability to make further transactions on your Account;
3. close your Account;
4. lower your credit limit(s);
5. demand that you immediately pay the total balance owing on your Account;
6. engage in efforts to collect your Account;
7. continue to charge you Interest Charges and Fees as long as your balance remains outstanding; and/or
8. file a lawsuit against you, or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

#### **Section 30. Communications.**

You agree that we (including any companies working on our behalf to service your Account) may contact you at any phone number, email address or mailing address you provide to us,

including mobile devices. You agree that from time to time we (including any companies working on our behalf to service you

Account) may monitor and record telephone calls made or received by us or our agents regarding your Account to assure

the quality of our service. In order for us to service the Account or to collect any amounts you may owe, and subject to applicable law, you agree that we (including any companies working on our behalf to service your Account) may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your Account at any time, including a mobile telephone number that could result in charges to you. Notify us immediately of any changes to your contact information by calling 833-Oportun.

### **Section 31. Credit Reports.**

We may report information about your Account, including about you and any Authorized Users, to credit bureaus and others. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. Information we provide may appear on your credit report.

If you believe that we have reported inaccurate information about your Account to a credit bureau or other consumer reporting agency, notify us in writing at Oportun credit card, P.O. Box 560698, The Colony, TX 75056. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect. We will research the issue and let you know if we agree or disagree with you. If we agree, we will contact each consumer reporting agency we reported to and request a correction.

We may obtain and use credit, income and other information about you from credit bureaus and others as the law allows.

### **Section 32. Closing or Suspending Your Account.**

You may contact us at 833-Oportun to ask us to close your Account.

We may close or suspend your Account at any time and for any reason permitted by law, even if you are not in default. For example, we may close your Account if you have received your card and have not activated or used it within 60 days.

If your Account is closed or suspended by either you or us for any reason, you must stop using your Card. If we close or permanently suspend your Account, you must return or destroy all Cards. You must still pay us all amounts you owe on the Account, including any amounts that post to your Account after it is closed or suspended.

### **Section 33. Changes to Your Agreement.**

At any time, we may add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you notice of any changes as required by law. We may notify you of changes on your Statement or in a separate notice. Our notice will tell you when and how the changes will take effect. Use of the Card after the date the notice takes effect shall signify your agreement to the changes. The notice will describe any rights you have in connection with the changes. If we increase your APR for any reason, or if we change your Fees or other terms of your Account, we will notify you as required by law. You may

not change this Agreement unless we agree to your change in writing.

### **Section 34. The Law that Applies to Your Agreement.**

This Agreement and your Account will be governed by federal law applicable to a FDIC-insured institution located in Utah and, to the extent not preempted by federal law, the law of the state of Utah, without regard to its choice of law provisions. You agree that this Agreement is entered into between you and us, and received by us, in Utah and we extend credit to you from Utah, whether or not you live in Utah. We will make the decision whether to open an account for you based on criteria established in Utah.

### **Section 35. Severability.**

If any provision of this Agreement is determined to be void or unenforceable under any applicable law, rule or regulation, all other provisions of this Agreement will remain enforceable (except as specifically addressed in the Arbitration provision). This Agreement is a final expression of the agreement between you and us.

### **Section 36. Waiver.**

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. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future.

### **Section 37. Assignment.**

This Agreement will be binding on, and benefit, any of you and our successors and assigns. You may not sell, assign or transfer your Account or this Agreement to someone else without our written permission. We may sell, assign or transfer your Account and this Agreement including the receivables associated therewith and any of the rights and benefits of this Agreement without your permission and without prior notice to you. Any assignee or assignees will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after we notify you that we have transferred your Account, the receivables thereunder or this Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in another way that is reasonable.

We may also engage agents, authorized representatives, and other service providers, all of which may act for us under this Agreement and rely on the rights given to us under this Agreement.

### **Section 38. Spanish Translations.**

We provide Spanish translations, certified by a third-party translator, as a courtesy to our Spanish-speaking customers. When provided with an English document of the same content, the English provisions are always the legally binding provisions. If the Spanish translations differ from the English provisions, the English provisions control.

### **Section 39. Glossary.**

*"Account"* means your Oportun Visa Credit Card Account with WebBank.

*"Annual Fee"* means the fee charged on an annual basis for use of your Account.

*"Annual Percentage Rate" or "APR"* means your cost of credit expressed as a yearly rate.

*"Billing Cycle"* means the period of time reflected on a Statement. This period may vary in length but is

approximately 30 days. You will have a Billing Cycle even if a Statement is not required. We will often specify a Billing Cycle by the month in which its closing date occurs. For example, a "March Billing Cycle" will have a closing date in March. We may also refer to a Billing Cycle as a "Billing Period." If your Account balance has charged off, we may switch to quarterly Billing Cycles for your Account.

"Card" means any WebBank credit card associated with your Account. This includes all renewals and substitutions. It also means any other access device for your Account we give you that allows you to obtain credit, including any Account number.

"Cash Advance" means a transaction using your Card to obtain cash from financial institutions or automatic teller machines that honor the Card or if we provide you with Cash Advance checks. Also treated as Cash Advances are purchasing travelers checks, foreign currency, money orders, wire transfers or similar cash like transactions as we determine including purchasing lottery tickets or similar betting transactions and making a payment using a third party service.

"Fees" mean charges imposed on your Account not based on the Annual Percentage Rates.

"Interest Charges" mean any charges to your Account based on the application of an Annual Percentage Rate.

"Item" means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments.

"Minimum Payment" is the amount that must be paid by the payment due date indicated on your Statement.

"Purchase" means a transaction using your Card to purchase or receive goods or services from one who honors the Card.

"Statement" means a document showing important Account information, including all transactions billed to your Account during a Billing Cycle and information about what you must pay. We may also refer to your Statement as a "Periodic Statement" or a "Billing Statement."

#### **Section 40. Military Lending Act Disclosure.**

The federal Military Lending Act ("MLA") provides important protections for certain members of the Armed Forces and their dependents ("Covered Borrowers") relating to extensions of consumer credit. The following provisions of this Section 40 apply only to Covered Borrowers.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

In order to hear important disclosures and payment information about the account of a Covered Borrower, you may call 1-855-613-0070.

The Arbitration Provision set forth in Section 41 of this Agreement does not apply if you are a Covered Borrower.

#### **Section 41. Arbitration.**

**RESOLUTION OF DISPUTES: THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US AND OTHERS UNLESS YOU ARE AN MLA COVERED BORROWER. YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN PARAGRAPH (b) BELOW.**

a. Either you or we may, at your or our sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this section (the "Arbitration Provision"), unless you opt out as provided in section (b) below. Oportun (including its affiliates and dealers), or any subsequent holder of this Agreement or any interest in your Account or any subsequent Purchaser, holder or assignee of any receivables arising under your Account (collectively, "subsequent holder"), may also elect arbitration of any Claim as provided in this Arbitration Provision. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us and/or Oportun and/or any subsequent holder (or persons claiming through or connected with us and/or Oportun and/or the subsequent holders), on the other hand, relating to or arising out of your application for and origination of this Account, this Agreement, your Account, or the relationship between you and us, including (except to the extent provided otherwise in the last sentence of section (f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

b. You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to Oportun credit card, P.O. Box 560698, The Colony, TX 75056, which is received at the specified address within 30 days of the date that you applied for an Account. The opt out notice must clearly state that you are rejecting arbitration; identify the Account to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.

c. The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or Judicial Alternatives and Mediation Services ("JAMS"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined by and in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any applicable law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1-800-



778-7879 or visit the AAA's web site at: [www.adr.org](http://www.adr.org). If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1-800-352-5267 or visit their web site at: [www.jamsadr.com](http://www.jamsadr.com). In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to applicable law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. In the event that neither of the above named administrators is available, the party requesting arbitration may choose an alternative arbitrator or arbitration provider.

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

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

**f.** We (and Oportun and any subsequent holder) agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. We (or Oportun or any subsequent holder) will not initiate an arbitration proceeding to collect a debt from you unless you assert a Claim against us (or Oportun or any subsequent holder). You may seek arbitration in a proceeding to collect a debt. We (or Oportun or any subsequent holder) may seek arbitration in a proceeding to collect a debt if you assert a Claim against us (or Oportun or any subsequent holder). NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR

CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS, REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section (f), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this section (f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

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

**h.** This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties and/or Oportun or a subsequent holder; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of the Account or this Agreement, or any interest in, or receivables arising under, the Account or this Agreement, to any other person or entity. If any portion of this Arbitration Provision other than section (f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in section (f) are finally adjudicated pursuant to the last sentence of section (f) to be unenforceable, then no arbitration shall be had. In no event shall any such invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. SUBJECT TO SECTION (b), THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

**i.** The arbitration proceedings will be conducted in English; however, you may have the arbitration hearing translated in Spanish or another language by a translator agreed to by you and us. If you and we cannot agree to a translator, the arbitrator will appoint one.

### **Your Billing Rights.**

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

### **Your Billing Rights**

**Keep This Notice for Future Use:** This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### **What To Do If You Find A Mistake On Your Statement:**

If you think there is an error on your statement, write to us as soon as possible at: Oportun credit card, P.O. Box 560698, The Colony, TX 75056.

In your letter, give us the following information:

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

You must contact us:

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

You must notify us of any potential errors in writing. You may notify us at Oportun credit card, P.O. Box 560698, The Colony, TX 75056, 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 our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

While we investigate whether or not there has been an error, the following are true:

- 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 until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.

- We can apply any unpaid amount against your credit limit.

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

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

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

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

### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases.**

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

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Oportun credit card, P.O. Box 560698, The Colony, TX, 75056.

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 do not pay, we may report you as delinquent.