

Lead Bank Overdraft Line of Credit Agreement

Interest Rate and Interest Charges	
Annual Percentage Rate (“APR”)	0.00%
Paying Interest	Lead Bank does not charge interest on your Overdraft Line of Credit (OLOC).

Fees		
Which Fees are Calculated	Membership fees are based on your plan selection of Annual or Monthly and selection of with rewards or no rewards. Your payment date is based on the plan selection recurrence frequency (annual or monthly) and fees are deducted on the same date at recurrence as your first payment (e.g., if your first payment is on Oct 2nd, your next monthly payment will be on Nov 2nd).	
When Fees are Deducted	Your first payment is deducted upon application approval, which may be today or if additional information is required it will be after the additional information is received, reviewed and approved.	
Membership Annual Fee	Rewards	\$199 each year
	No Rewards	\$149 each year
Membership Monthly Fee	Rewards	\$25 each month (\$300 annually)
	No Rewards	\$20 each month (\$240 annually)
Penalty Fees		
Late Payment Fee	None	
Returned Payment Fee	None	
Over-the-Credit Limit Fee	None	

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your overdraft line of credit agreement.

This agreement is effective as of March 7, 2024.

THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION IN SECTION 30. IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE UNLESS YOU: (1) OPT OUT PROPERLY IN ACCORDANCE WITH SECTION 30; OR (2) ARE PROTECTED BY THE MILITARY LENDING ACT. FOR EXAMPLE, IF LOAN HOLDER ELECTS TO REQUIRE YOU TO ARBITRATE ANY CLAIM, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.

1. Introduction.

This overdraft line of credit agreement ("Agreement"), which has been offered to you in connection with your use of the services offered by The Aligned Company d/b/a Extra ("Extra"), outlines the terms and conditions under which an overdraft line of credit ("OLOC") and corresponding account will be issued to you by Lead Bank, member of the Federal Deposit Insurance Corporation. The parties (each, a "Party" and collectively, "Parties") to this Agreement are you and Lead Bank. "You" and "your" mean the borrower under this Agreement. Lead Bank's Privacy Policy (<https://lead.bank/privacy-and-terms>) is incorporated into this Agreement by reference. By entering into this Agreement, you are indicating that you have read, understand, and agree to these terms, including the data privacy practices disclosed in the Lead Privacy Policy.

2. Promise to Pay.

You promise to pay the full amount of the Credit Limit that is advanced under this Agreement plus interest and fees, if any, to Loan Holder (as defined below) in accordance with **Section 9** below. You understand that Lead Bank may assign this Agreement or any of its rights hereunder in whole or in part at any time without your consent or notice to you as further described in **Section 27** below. Lead Bank or any person to whom this Agreement is transferred to in whole or in part is called "Loan Holder" and referred to as "we", "us", and "our" in this Agreement.

3. Representations, Warranties and Covenants.

You represent, warrant and covenant, on the date hereof and on the date of each advance under this Agreement, as follows:

- (a) You are at least 18 years of age and the age of majority in your state of residence;
- (b) You (i) are a legal resident of the United States, or (ii) have (x) an SSN or ITIN number and (y) a valid address in the United States (other than a P.O. box);
- (c) Your Funding Source account is in good standing;

- (d) You are not currently party to any bankruptcy petition and have not consulted a bankruptcy attorney in the past six months; and
- (e) All information provided by you in connection with, or pursuant to, this Agreement is true, accurate and complete in all material respects.

4. Incorporation of Other Agreements

As a condition of entering into this Agreement, you acknowledge that other terms and conditions or agreements you have agreed to and entered into are hereby incorporated by reference, including, but not limited to your Evolve Bank & Trust Cardholder Agreement (<https://extra.app/legal/cardholder-evolve>) or Patriot Bank, N.A. Cardholder Agreement (<https://extra.app/legal/cardholder-patriot>) (either, a "Cardholder Agreement"), the Dwolla, Inc. ("Dwolla") Account Terms of Service, (<https://www.dwolla.com/legal/tos/>) (the "Dwolla Terms"), the Extra Terms of Service (https://sfo2.digitaloceanspaces.com/extra-public-files/legal/Extra%20Terms%20of%20Service_04.11.2023.pdf) (the "Extra Terms"), and the OLOC Standing ACH Authorization (together, "Other Agreements").

Loan Holder is not party to and has no responsibility or liability under the Other Agreements, nor is it acting as a service provider or agent to any parties to the Other Agreements. Any questions, issues, disputes, or other matters related to the Other Agreements should be directed to the parties identified in the Other Agreements.

Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Other Agreements. In the event of a conflict between this Agreement and the Other Agreements, this Agreement shall control.

5. Utilization of OLOC.

This is an open-end OLOC that is deposited to the debit account or Funding Source, as defined in the Extra Terms, provided to you by your Debit Card issuer referenced in your separate Cardholder Agreement (such card issuer, "Issuer"). When you request funding through your OLOC, Loan Holder or an authorized third party (such as Extra) will confirm your Partner Account balance is sufficient to repay the funding request in full ("Required Balance"). Loan Holder will then advance credit to your Funding Source under this Agreement (each individual advance of credit granted to you, a "Charge") and deposit such funds to your Debit Card, up to your available Credit Limit (as defined in **Section 6** below). Concurrently with your request for funding through your OLOC, Loan Holder or an authorized third party (such as Dwolla) will make a debit request to your Partner Account for repayment via the Automated Clearing House ("ACH") system. Your access to this OLOC is subject to any limits on your ability to access your Funding Source that may be imposed by Extra and/or Issuer.

Loan Holder may refuse to fund your requested advance of credit if, at the time of such request: (i) any amount then due and payable on your account has not been paid in full; (ii) you are in breach of any of your obligations under this Agreement, the Cardholder Agreement or the Extra Terms; (iii) Loan Holder is unable, for whatever reason, to confirm your Partner Account balance has the Required Balance to pay the funding request in full; (iv) Loan Holder suspects fraud, illegal activity, or other misuse of your Funding Source; or (v) access to the Extra Debit Payment Services or Debit Card is restricted, limited, or canceled for any reason.

6. Credit Limit.

This Agreement has a Credit Limit, or referred to as "Available Spend Power" in the Extra Terms, of the lesser of your Max Spend Power and eighty percent (80%) of your Partner Account balance. "Credit Limit" means the maximum amount of principal we make available to you under this Agreement at any one time, whether you request the full Credit Limit all at once, or incrementally through multiple separate requests. Max Spend Power is the highest amount you could access prior to Available Spend Power calculations and is assigned based on Extra's proprietary risk model determination. Subject to applicable law, we may periodically increase or reduce your Max Spend Power, or terminate or suspend your right to further advances under this Agreement, at any time. Should we choose to increase or reduce your Max Spend Power we will notify you of your new Max Spend Power either by sending you a notice or through your periodic billing statement. The maximum transaction amount we will approve at any given time is displayed in the Extra App. At no time shall your Credit Limit exceed your Max Spend Power, as set forth under the Extra Terms.

6.1. Adjustments to Your Credit Limit

You should always keep your available credit above \$0. If you attempt to make a Charge that would cause you to exceed your Credit Limit: (1) Loan Holder may not authorize the Charge; and (2) if Loan Holder authorizes the Charge and you thereby exceed your Credit Limit, this may not increase your Credit Limit, and Loan Holder is not obligated to permit you to exceed your Credit Limit later. However, if your total balance due in repayment of authorized Charges goes over your Credit Limit, you must still repay us for the full amount of your total balance.

6.2. Qualifying Transactions

You may make purchases and otherwise use your OLOC only as consistent with the terms of the Other Agreements. You may not use your OLOC to withdraw money at ATMs, receive cash back from a merchant, or conduct in person transactions with foreign merchants. Loan Holder expressly reserves the right to approve or deny OLOC transactions.

In no event will Loan Holder be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. Loan Holder will not be liable, for instance: (1) if, through no fault of Loan Holder, you do not have a sufficient Credit Limit to complete the transaction; (2) if a merchant refuses to accept your Debit Card; (3) if an electronic terminal where you are making a transaction does not operate properly; (4) if access to your OLOC has been blocked after you reported your Debit Card lost or stolen; (5) if there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (6) if Loan Holder has reason to believe the requested transaction is unauthorized; (7) if circumstances beyond Loan Holder's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that Loan Holder has taken; (8) if any failure or malfunction is attributable to your equipment, to merchant, or to any internet service or payment system; or (9) any other exception stated in this Agreement with you.

6.3. Withdrawals After Qualifying Transactions

You agree you will not draw down your Partner Account balance below the Required Balance before the ACH transaction for that Charge has cleared (meaning payment full has been completed). In the event you draw your Partner Account balance below the Required Balance, you will be in Default of this Agreement and will remain responsible for repayment of the full Charge.

7. Periodic Statements.

Pursuant to your E-SIGN Act Disclosure and Consent, we will deliver monthly periodic statements required by law to you in electronic form. You will receive a monthly e-mail alerting you to when you can access your monthly statement using the Extra Platform. You can also obtain 24-months of Charge transactions on the Extra Platform. You will not automatically receive paper statements. You are responsible for keeping track of your Credit Limit.

8. Interest.

For purposes of this Agreement, the term "Finance Charge" refers collectively to the fees, charges, and interest specified in the accompanying Truth In Lending Disclosure. Loan Holder does not assess interest or a Finance Charge at this time. Loan Holder reserves the right to amend this Agreement to assess a Finance Charge on your advances, where permitted by law, subject to **Section 14** below. Should Loan Holder choose to assess a Finance Charge at a later date, the breakdown of any fees and the annual percentage rate of any interest charged will be communicated to you in advance pursuant to applicable law.

9. Payments.

We rely on the Extra Platform, which in turn uses the Dwolla service to facilitate the ACH repayments from your Partner Account as is described above in **Section 5** and in the Extra Terms. Dwolla does not provide you a transaction account. Other than ACH repayments, you will not be able to transact with Dwolla. The Dwolla Terms contain information about your ACH authorization, your additional authorization is described in the Extra Terms. You acknowledge and agree that by providing your ACH authorization, you authorize us or a third-party on our behalf to instruct Dwolla to initiate ACH debits to repay Charges advanced on your behalf.

You authorize us or a third party on our behalf to retry any failed authorizations as further set forth in the Debit Card ACH Authorization. We may use data provided to us by our partners to determine when to schedule such retries.

In the event that your Partner Account balance is less than \$0 after Dwolla conducts an ACH debit as explained in **Section 5**, Loan Holder is not liable for any overdraft or NSF fees that may be imposed in your Partner Account. We are not associated with any Partner Account and do not guarantee or insure the funds in your Partner Account or funds available for spending based on your Available Funding Source Balance. Please contact Extra if you want to cancel your ACH Authorization by email at concierge@extra.app, by chat within the Extra mobile app, by phone at (844) 932-3955 or in writing at 9450 SW Gemini Drive, PMB 16167, Beaverton, OR 97008-7105.

In the event of a Default on your OLOC your account may be frozen and you may be unable to complete transactions until all defaulted payments are paid. Defaulted payments may be made manually through the Extra mobile app payment portal, by requesting an ACH retry through mobile app chat feature or by calling (844) 932-3955. Within 45 days after the initial Default, we reserved the right to retry two ACH transactions when the Extra system detects sufficient funds in your connected bank account to complete the payment. If any defaulted payment remains unpaid 30 days after the initial date of Default for that payment, we are required to report the delinquency to our credit reporting bureaus. If any defaulted payment remains unpaid 90 days after the initial date of Default for that payment, your account will be closed.

Additionally, if your account is in default, is part of a bankruptcy proceeding or is otherwise charged off or accelerated, your obligations are immediately due and payable.

10. Application of Payments.

We apply your payments, up to the amount due, first to any Default balance, and then to any other outstanding balance.

11. Late Payment Fees.

You will never be charged any late fee. However, if you fail to repay your full Amount Due by the relevant Payment Due Date, your account may be frozen and you may be unable to complete transactions until all defaulted payments are paid. If any defaulted payment remains unpaid 30 days after the initial date of Default for that payment, we are required to report the delinquency to our credit reporting bureaus. If any defaulted payment remains unpaid 90 days after the initial date of Default for that payment, your account will be closed. We reserve the right to use a collections process on defaulted payments.

12. Payment Methods.

You agree that Loan Holder will debit your Partner Account consistent with **Sections 5 and 9** for the full amount of any Charge via ACH transfer. Defaulted payments may be made manually through the Extra mobile app payment portal, by requesting an ACH retry through mobile app chat feature or by calling (844) 932-3955. If your Partner Account becomes disconnected from Dwolla, payments will be accepted by check at 9450 SW Gemini Drive, PMB 16167, Beaverton, OR 7008-7105. Within 45 days after the initial Default, we reserved the right to retry two ACH transactions when the Extra system detects sufficient funds in your connected bank account to complete the payment.

13. Returned/Unsuccessful Payment(s).

You understand that the financial or banking institution that maintains your Partner Account may charge you a fee for a returned or unsuccessful payment toward any Charge. Please review your Partner Account agreement for more information. We will not be held responsible for any fees assessed by your financial or banking institution for returned or unsuccessful payments.

14. Canceling or Amending this Agreement.

Loan Holder reserves the right to periodically reevaluate your use of the OLOC and may cancel or amend this Agreement at any time, even if you are not in Default, and will provide you with notice of any such action if required to do so by applicable law. Where permitted by law, the changes will apply to all existing and future balances. If ever applicable, if more than one interest rate applies to your account, we will apply payments to the oldest rate's unpaid interest charge and unpaid principal balance first.

You have the same right to cancel this Agreement and close your account for any reason or if you do not agree with any amendment. You may initiate a request to close your account by contacting Extra through the Extra App. Upon receipt of a cancellation notice from you, Loan Holder will cancel your OLOC within a reasonable period. You agree that Loan Holder is not responsible for any costs, damages, or inconvenience you may suffer as a result of our canceling your OLOC. Loan Holder will not charge you any fee for terminating this Agreement, however, you will remain responsible and must pay for any and all obligations owed to Loan Holder under this Agreement.

15. Your Right to a Refund.

If you are entitled to a refund for any reason for goods or services obtained using the OLOC, you agree to accept credits to your Funding Source for refunds and agree to the refund policy of the merchant. Loan Holder is not responsible for the delivery, quality, safety, legality or any other aspects of the goods or services you purchase from others using the OLOC. If you have a problem with a purchase you made using the OLOC, or if you have a dispute with the merchant, you must handle it directly with the merchant. In the event you receive a refund for any purchase made using the OLOC, you understand and agree you shall remain responsible for repayment of any associated, unpaid Charge. Notwithstanding the foregoing, you agree that Loan Holder may set off any amounts you are entitled to against any amounts you owe Loan Holder on any other Charge or otherwise.

16. Default.

In the event you draw down your Partner Account balance below the Required Balance before an ACH transaction for a Charge has cleared (meaning payment full has been completed) or your membership fee transaction fails then you will be in Default on your OLOC account. If any defaulted payment remains unpaid 30 days after the initial date of default for that payment, we are required to report the delinquency to our credit reporting bureaus. If any defaulted payment remains unpaid 90 days after the initial date of default for that payment, your account will be closed.

17. Collection.

You agree that if you fail to pay any amount due then Loan Holder may engage in collection efforts to recover those amounts. These collection efforts may involve contacting you directly or taking legal action. Loan Holder will have the right to be paid back by you for all of its costs and expenses in enforcing this Agreement to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

18. Credit Bureau Disputes

We may report information about your OLOC to consumer reporting agencies. Late payments or other Defaults on your account may be reflected on your credit report. If you believe that any information about your loan that Loan Holder or its representative has furnished to a consumer reporting agency is inaccurate, or if you believe that you have been the victim of identity theft in connection with any loan made in connection with this Agreement, you may write to Loan Holder c/o Extra at concierge@extra.app or 9450 SW Gemini Drive, PMB 16167, Beaverton, OR 7008-7105. In your letter, you will: (i) provide your name and e-mail address, (ii) identify the specific information that you are disputing, (iii) explain the basis for the dispute; and (iv) provide any supporting documentation you have that substantiates the basis of the dispute. If you believe that you have been the victim of identity theft, you may submit an identity theft affidavit or identity theft report.

19. Verification.

You authorize Loan Holder or its representative to verify the information you provided in connection with your application. You understand that Loan Holder or its representative may require additional identity verification/validation information from you directly at any time while your obligations under this Agreement exist.

20. Settlements.

A late payment, a partial payment, or a payment marked with any restrictive language may be processed without effect on the terms of this Agreement. Any settlement of a Charge for less than what is owed requires Loan Holder's written agreement.

21. Notices.

Unless applicable law requires a different method, any notice that must be given to you under this Agreement may be given, at Loan Holder's option, electronically, by telephone, in writing by U.S. Mail, or by providing it to you in any other manner, in each instance using the contact information Loan Holder or its representative has on file for you. To the extent permitted under applicable law, any notice Loan Holder gives to you will be effective and deemed delivered when sent. You must send notices to Loan Holder c/o Extra at concierge@extra.app or 9450 SW Gemini Drive, PMB 16167, Beaverton, OR 7008-7105 unless a different address is later provided to you in writing. To the extent permitted under applicable law, any notice you send to Loan Holder will not be effective until Loan Holder receives it and has had a reasonable opportunity to act on such notice.

22. Bankruptcy.

You agree to send all bankruptcy notices and related correspondence to Loan Holder c/o Extra at concierge@extra.app or 9450 SW Gemini Drive, PMB 16167, Beaverton, OR 7008-7105. You promise that you have no current intent to file any bankruptcy petition and have not consulted a bankruptcy attorney in the past six (6) months.

23. Notices of Change in Circumstances.

You agree to notify Loan Holder of any changes to your name, mailing or e-mail address, or phone number (including your cell phone number) within fifteen (15) days by writing to c/o Extra at concierge@extra.app or 9450 SW Gemini Drive, PMB 16167, Beaverton, OR 7008-7105. You understand Loan Holder will rely on your cell phone number, mailing and e-mail addresses Loan Holder has on file for you for any and all communications addressed to you unless or until either you, or, in the case of your mailing address, the U.S. Postal Service, notifies Loan Holder of a change of address, or Loan Holder otherwise has reason to know the contact information is no longer valid, and it has had a reasonable opportunity to act on such notice. You agree to cooperate with and participate in any verification process Loan Holder may require in completing this change, and understand that your failure to do so may prevent your ability to access the account.

24. Contacting You; Phone and Text Messages; Call Recording.

You expressly authorize Loan Holder and its affiliates, agents, contractors, collectors, representatives, assigns and servicers/service providers (collectively, the "Messaging Parties") to contact you using automatic telephone dialing systems, automated dialer systems, artificial or pre-recorded voice message systems, text messaging systems, and automated e-mail systems for any and all purposes arising out of or relating to this Agreement or your OLOC and in order to provide you with information about this Agreement and your OLOC, including information about upcoming payment due dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or e-mail addresses you supply to the Messaging Parties in connection with this Agreement, the Messaging Parties' servicing and/or collection of amounts you owe the Messaging Parties or any other matter. You understand that anyone with access to your telephone or e-mail account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or e-mail, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for such charges. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. To the

extent you have the right under applicable law to revoke this authorization, you agree you may do so, **in writing**, by contacting Loan Holder c/o Extra at concierge@extra.app or 9450 SW Gemini Drive, PMB 16167, Beaverton, OR 7008-7105.

25. Waivers.

You waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require Loan Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require Loan Holder to give notice to you that amounts due have not been paid.

26. Fees on Charges.

If a law, which applies to your OLOC and sets maximum fees or finance charges on a Charge, is finally interpreted so that the interest or other Charge fees or finance charges collected or to be collected in connection with your Charges exceeded or exceeds the permitted limit, then: (a) any such fee or finance charge will be reduced by the amount necessary to reduce the fees or finance charges to the permitted limit; and (b) any sums already collected from you which exceeded permitted limits will be refunded to you, subject to Loan Holder's right of set off. Loan Holder may choose to make this refund by reducing the amount you owe or by making a direct payment to you.

27. Assignment.

You agree Loan Holder may sell or otherwise transfer its rights under this Agreement and amounts owed by you at any time. If it does, this Agreement will remain in effect. You may not transfer your rights under this Agreement without Loan Holder's written permission, which it is not required to give. Any attempt to do so will be void. Your obligations under this Agreement apply to all of your heirs, successors and permitted assigns, if any. Loan Holder's rights under this Agreement apply to it and each of its successors and assigns.

28. Non-Negotiable Instrument.

This Agreement is not a negotiable instrument.

29. Privacy Notice.

You acknowledge that you received a copy of Loan Holder's [Privacy Policy](#) with this Agreement or within the past twelve (12) months.

30. Mandatory Arbitration.

YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN **Section 30.3** BELOW.

30.1. Election to Arbitrate

You and Loan Holder agree that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this **Section 30** (the "Arbitration Provision"), unless you opt out as provided in **Section 30.3** below or your Claim is subject to an explicit exception to 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 on the other hand, relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement, including (except to the extent provided otherwise in the last sentence of **Section 30.6** 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, except that both you and Loan Holder retain the right: (a) to bring an individual action in small claims court (a "Small Claims Action"); or (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, the misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (an "IP Protection Action"). 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.

30.2. Opt-Out of Arbitration Provision

You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to Loan Holder c/o Extra at concierge@extra.app or 9450 SW Gemini Drive, PMB 16167, Beaverton, OR 7008-7105 **within thirty (30) days of the date of your electronic acceptance of the terms of this Agreement (such notice, an "Arbitration Opt-Out Notice")**. The opt out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. If you don't provide Loan Holder with an Arbitration Opt-Out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Claim except with regard to a Small Claims Action or an IP Protection Action, as expressly set forth above.

30.3. Judicial Forum for Disputes

In the event that (i) you or we bring an IP Protection Action; (ii) you timely provide Loan Holder with an Arbitration Opt-out Notice; or (iii) this **Section 30** is found not to apply, the exclusive jurisdiction and

venue of any Claim will be the state and federal courts located in Missouri and each of the parties hereto waives any objection to jurisdiction and venue in such courts. You and we both further agree to waive our right to a jury trial.

30.4. Informal Dispute Resolution

If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will try to resolve the Claim informally by contacting Loan Holder c/o Extra at legal@extra.app or 9450 SW Gemini Drive, PMB 16167, Beaverton, OR 7008-7105. Similarly, Loan Holder will undertake reasonable efforts to contact you (if we have contact information for you) to resolve any claim we may possess informally before taking any formal action. If a Claim is not resolved within thirty (30) days after the email noting the Claim is sent, you or Loan Holder may initiate an arbitration proceeding as described below.

30.5. WAIVER OF RIGHT TO LITIGATE

Unless you timely provide Loan Holder with an Arbitration Opt-out Notice, YOU ACKNOWLEDGE THAT YOU 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. 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.

30.6. NO CLASS ACTIONS

You and Loan Holder agree that the arbitration of any Claim shall proceed on an individual basis, and neither you nor Loan Holder may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "Collective Arbitration"). Without limiting the generality of the foregoing, a claim to resolve any Claim against Loan Holder will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR LOAN HOLDER SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE CLAIMS BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY CLAIM IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY CLAIM (AS DEFINED IN **SECTION 30.1** ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY

WAIVED. ANY CHALLENGE TO THE VALIDITY OF THIS **SECTION 30.6** SHALL BE DETERMINED EXCLUSIVELY BY THE ARBITRATOR.

30.7. Arbitration Procedures

The party initiating arbitration shall do so with Judicial Alternatives and Mediation Services ("JAMS"). Claims involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS' most current version of the Streamlined Arbitration Rules; all other Claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures (the applicable rule set, the "JAMS Rules"). If you have any questions concerning JAMS or would like to obtain a copy of the JAMS Rules, you may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. In the case of a conflict between the JAMS Rules and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the JAMS Rules apply. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the JAMS Rules. Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from JAMS' roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then JAMS will appoint the arbitrator in accordance with the JAMS Rules. The arbitrator(s) shall be authorized to award any remedies, including public injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law. Notwithstanding any language to the contrary in this **Section 30.7**, if a party seeks injunctive relief that would significantly impact other Extra users as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this **Section 30.7** shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel. Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential. This Arbitration Provision shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in this Agreement.

30.8. Arbitration Location

Unless you and Loan Holder otherwise agree, the arbitration will be conducted in the county where you reside, or if you so elect, all proceedings can be conducted via videoconference, telephonically or via other remote electronic means. If your claim does not exceed \$10,000, then the arbitration will be

conducted solely on the basis of the documents that you and Loan Holder submit to the arbitrator, unless the arbitrator determines that a videoconference, telephonic or in-person hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the JAMS Rules. Subject to such rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

30.9. Arbitration Fees

If Loan Holder elects arbitration, we 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 countervailing law if contrary to the administrator's rules. However, if the value of the relief sought is \$10,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). In such circumstances, fees will be determined in accordance with the administrator rules. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law.

30.10. Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the administrator rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

30.11. Survival and Severability of Arbitration Provision

This Arbitration Provision shall survive the termination of this Agreement. With the exception of **Section 30.6**, if a court decides that any part of this Arbitration Provision is invalid or unenforceable, then the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. In the event that a court finds that all or any portion of **Section 30.6** to be invalid or unenforceable, then the entirety of this Arbitration Provision shall be deemed void and any remaining Claim must be litigated in court pursuant to **Section 30.3**.

30.12. Changes

If Loan Holder changes this **Section 30** after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you may reject any such change by sending us written notice to Loan Holder c/o Extra at legal@extra.app or 9450 SW Gemini Drive, PMB 16167, Beaverton, OR 7008-7105 within thirty (30) days of the date such change became effective, as indicated in the "Last revised" date above or in the date of Loan Holder's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Claim between you and Loan Holder in accordance with the provisions of this **Section 30** as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

31. Indemnification, Limitation of Liability

You agree to hold harmless and indemnify Loan Holder and its subsidiaries, affiliates, officers, agents, and employees (and their subsidiaries, affiliates, officers, agents, and employees) from and against any claim, suit or losses, damages, suits, judgments, litigation costs, and attorneys' fees, of every kind and nature. In such a case, Loan Holder will provide you with written notice of such claim, suit, or action.

IN NO EVENT SHALL LOAN HOLDER, NOR THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES (AND THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES), BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (OR IN THE AGGREGATE) OF \$500.00.

32. Other Terms.

If a court of competent jurisdiction makes a final determination that any charge imposed pursuant to this Agreement violates usury or other similar credit laws of any state, the charges payable under this Agreement will be accordingly adjusted for the purpose of avoiding any such usurious payment without any further action of the parties to this Agreement.

No modification to this Agreement is effective unless made in writing and signed by Loan Holder and you. Except as provided in **Section 30**, if any provision of this Agreement is found to be invalid or unenforceable, all other provisions will be enforced and construed as if the invalid provisions were never a part of this Agreement.

33. Billing Rights Notice

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Lead Bank
c/o The Aligned Company d/b/a Extra
9450 SW Gemini Drive
PMB 16167

Beaverton, OR 97008-7105

You may also contact us via email at **concierge@extra.app**.

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.

In order to limit your liability for the error, you must contact us:

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

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

What Will Happen After We Receive Your Letter

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

1. Within thirty (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 ninety (90) days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

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

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

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you

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

If you receive our explanation but still believe your bill is wrong, you must write to us within *ten (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.

34. Covered Borrowers under the Military Lending Act.

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 thirty-six (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).

Notwithstanding any other provision of this Agreement, **Section 30** will not apply to a "covered borrower" under the Military Lending Act, as defined in 32 C.F.R. § 232.3(g). Furthermore, nothing in this Agreement will be construed as applying to a covered borrower to the extent inconsistent with the Military Lending Act.

To obtain an oral statement regarding the Military Annual Percentage Rate and a description of the payment obligation, covered borrowers may call the following toll-free phone number: +1 (844) 932-3955

35. Applicable Law

This Agreement and your account are governed by federal law and, to the extent that state law applies, the law of Missouri without regard to its conflict of law principles, but we will rely on the provisions of Nebraska law with respect to any fees, charges and interest that apply to your account, as authorized by Missouri Revised Statutes § 408.145. Further, this Agreement is made in Missouri and credit is extended to you from Missouri, regardless of where you live or use your account.

36. Important Information About Procedures For Opening A New Account

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

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

37. STATE NOTICES.

All Borrowers, Including Maine/Missouri/Nebraska/Oregon/Utah/Washington Residents:

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) and Loan Holder from misunderstanding or disappointment, any agreements Loan Holder and you reach covering such matters are contained in this writing, which, along with the Terms of Service, is the complete and exclusive statement of the agreement between Loan Holder and you, except as we may later agree in writing to modify.

All Borrowers, including Kansas Residents:

NOTICE TO CONSUMER – READ THIS AGREEMENT

- 1. Do not sign this Agreement before you read it.**
- 2. You are entitled to a copy of this Agreement.**
- 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.**

California Residents: A married applicant may apply for a separate account.

Massachusetts Residents:

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

New Hampshire Residents:

You will be awarded reasonable attorney's fees if you prevail in any legal action you bring against Loan Holder or Loan Holder brings against you. If you successfully assert a partial defense, set-off or counterclaim against Loan Holder in an action Loan Holder brings against you, the court or arbitrator may withhold from Loan Holder the entire amount or such portion of the attorney's fees as it considers equitable. You or your attorney may file a complaint with the New Hampshire Commissioner of Banking,

State of New Hampshire Banking Department, 53 Regional Drive, Suite 200, Concord, NH 03301. Instructions for filing complaints can be found on the Commissioner's website at www.nh.gov/banking/consumer-assistance/complaint.htm.

New Jersey Residents:

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

New York Residents:

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

Ohio Residents:

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Texas Residents:

This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Utah Residents:

NO CLASS ACTIONS. YOU AGREE AND ACKNOWLEDGE THAT PURSUANT TO UTAH CODE ANN. § 70C-4-105 YOU ARE WAIVING YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT.

Married Wisconsin Residents:

If you are married: (1) you confirm that the loan is being incurred in the interest of your marriage or family. (2) No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree. (3) You understand and agree that Loan Holder will provide a copy of this Agreement to your spouse for his or her information. **If the loan for which you are applying is granted,**

you agree to notify Loan Holder if you have a spouse who needs to receive notification that credit has been extended to you by sending your name, loan number and your spouse's name and address to Loan Holder c/o Extra at legal@extra.app or 9450 SW Gemini Drive, PMB 16167, Beaverton, OR 7008-7105.

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

NOTICE TO BORROWER

- (a) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT, EVEN IF OTHERWISE ADVISED.
- (b) DO NOT SIGN THIS AGREEMENT IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT. IF YOU REPAY YOUR LOAN EARLIER THAN THE MATURITY DATE THEN YOU MAY PAY LESS IN THE FINANCE CHARGE SET FORTH IN THE TRUTH IN LENDING DISCLOSURE.